EMP MODIFICATIONS

SCCA
COVID-19 EMERGENCY MEDIATION PROGRAM (EMP)
By signing the SCCA Submission Form for COVID-19 - Emergency Mediation Program Claims (the “Submission Form”), parties agree to have their dispute being administered by the SCCA under its Mediation Rules, subject to the following modifications.

■ **Fees:**
  The current EMP Fee Schedule shall apply.

■ **Filing Requirement:**
  The Submission Form shall be executed by all parties or authorized representatives and shall be filed via the SCCA Online Filing System, and accompanied by the SCCA Administrative Fee and the Mediator Fee. In case of party representation, an appropriate Power of Attorney shall be provided.

■ **Method of Communication:**
  All correspondence shall be circulated via email as an accepted method of proper service.

■ **Mediator Appointment and Replacement:**
  The parties may mutually agree on a Mediator and, in that case, shall inform the SCCA of the name using this Submission Form. Absent that, the parties authorize the SCCA to administratively appoint an impartial and independent Mediator. The same shall apply in case of a Mediator substitution due to an objection or vacancy.
Mediation Conference, Caucuses and Duration:
The Mediation Conference will be held exclusively by phone or video conference utilizing a dedicated and secure conferencing system provided by the SCCA. Individual meetings between the Mediator and either party during the Mediation (Caucuses) are allowed. The parties and the Mediator shall exercise their best efforts to conclude the Mediation Conference in one online session.

Summary Brief:
Unless otherwise requested by the Mediator, the parties shall submit a Summary Brief (outlining their respective understanding of the issues underlying the dispute) at least 3 business days in advance of the Mediation Conference. Each party’s Summary Brief shall be between 1 and 5 pages.

Enforceable Title:
Unless otherwise agreed by the parties, they authorize the SCCA to appoint an SCCA-approved Conciliator for the purpose of converting their Settlement Agreement into an Enforceable Title (Bond), and to take all other necessary steps needed.

Exclusion of Liability:
Neither the SCCA nor the SCCA-approved Conciliator is a necessary party in judicial proceedings relating to the Conciliation and preceding Mediation, and shall not be made a party, witness or expert in judicial proceedings relating to the Conciliation or the preceding Mediation.
Neither the SCCA nor the SCCA approved Conciliator shall be liable to any party or any participant in the Conciliation or preceding Mediation for any error, act or omission in connection with the Conciliation or preceding Mediation conducted under EMP.

THE SCCA RESERVES THE RIGHT TO AMEND OR DISCONTINUE THE MODIFICATIONS TO THE SCCA MEDIATION RULES AT ANY TIME.