

Panelist Agreement

RMO STATUS: Tswelopele ADR (Pty) Ltd is a **Recognised Mediation Organisation (RMO)** operating under the **Gauteng Mediation Protocol (April 2025)** issued by the Judge President of the Gauteng Division. Tswelopele ADR is an ADRP-SA member and IMI Certified Mediator Training Program provider.

PRIVATE COMPANY: Tswelopele ADR (Pty) Ltd is a **profit-making private company** registered under the Companies Act 71 of 2008. It is **not** a non-profit organisation, NPC, or public benefit organisation. Mediators' professional fees are therefore entirely uncapped and remain the exclusive prerogative of each Panelist.

This Agreement is entered into between **Tswelopele ADR (Pty) Ltd** (Reg. No. 2025/094138/07) ("the Institution") and the undersigned Panelist ("the Panelist"), and formalises the Panelist's participation on the Tswelopele ADR Mediation and Dispute Resolution Panel.

1: Definitions

In this Agreement, unless the context otherwise requires:

- **"GMP"** means the Mediation Protocol for the Gauteng Division of the High Court of South Africa (April 2025), as amended from time to time.
- **"Qualified Mediator"** means a mediator who satisfies the minimum requirements of GMP Annexure A and has been certified by an accredited RMO in terms of GMP Clause 5.1.1.
- **"RMO"** means a Recognised Mediation Organisation as defined in GMP Clauses 5.3
- **"Administered Auspices"** means the institutional administration, oversight, case allocation, and reporting infrastructure of Tswelopele ADR through which all mediations are managed.
- **"CPD"** means Continuing Professional Development as prescribed by NABFAM, DiSAC, and/or the relevant professional body (minimum 15 CPD points per annum).
- **"POPIA"** means the Protection of Personal Information Act 4 of 2013.

2: Purpose and Vision

Tswelopele ADR is dedicated to providing inclusive, transformative, and digitally-enabled dispute resolution services across South Africa. Our vision is to foster access to principled justice, promote equity, and ensure multilingual access in all dispute resolution processes.

This Agreement confirms the Panelist's active affiliation with the Institution and signifies a shared commitment to these core values and to the advancement of alternative dispute resolution practices in South Africa. The Panelist's expertise and dedication are integral to achieving the Institution's mission and upholding its standards of excellence.

3: Duration

The Panelist's appointment to the Tswelopele ADR Panel shall be ongoing, subject to satisfactory performance review, Mediator Tier reassessment, and annual renewal by the Institution. The initial term commences on the Effective Date and continues indefinitely unless terminated earlier in accordance with Clause 16.

Annual renewal will typically occur on 1 January of each calendar year, contingent upon the Panelist's adherence to all terms of this Agreement, including CPD requirements, fee payments, and maintenance of good standing with their regulatory body.

4: RMO Status and Qualified Mediator Certification

4.1 Tswelopele ADR is a Recognised Mediation Organisation (RMO) operating under the GMP and is authorised to certify panel members as Qualified Mediators for court-annexed mediation in the Gauteng Division.

GMP CLAUSE 5.1.1 CERTIFICATION: Membership of the Tswelopele ADR Panel entitles the Panelist to be certified as a **Qualified Mediator** for court-annexed mediation. The GMP provides that Qualified Mediators are accredited mediators who have, in addition to the training accreditation assessment, been specifically certified by the RMO under whose auspices such mediators conduct their mediation practices, as sufficiently skilled and experienced to conduct court-annexed mediations, are currently registered members in good standing on the panel of Qualified Mediators of such an accredited RMO, and thus work within a framework of professional accountability.

4.2 Upon certification, Tswelopele ADR shall issue the Panelist with a Certificate of Membership confirming Qualified Mediator status, list the Panelist on the Institution's publicly accessible GMP database (Annexure C), and provide written confirmation of status to parties or the court upon request. Certification is subject to the Panelist satisfying GMP Annexure A minimum requirements and the ongoing requirements of this Agreement.

5: Panelist Responsibilities

As a member of the Tswelopele ADR Panel, the Panelist undertakes to:

Service Delivery Excellence: Provide mediation, arbitration, or adjudication services with the highest degree of impartiality, professionalism, cultural sensitivity, and ethical conduct, maintaining strict neutrality and avoiding any form of bias.

Fairness and Respect: Treat all parties, representatives, and Tswelopele ADR staff with fairness, dignity, respect, and non-discrimination at all times.

Documentation and Reporting: Submit all required post-mediation documentation, including Mediator's Reports (per GMP Annexure D1), within five (5) working days of conclusion of each engagement.

GMP Compliance: At all times comply with the Gauteng Mediation Protocol, Rule 41A of the Uniform Rules of Court, and all applicable Directives of the Judge President.

Training and Development: Actively participate in all orientation, training, peer learning initiatives, and CPD programmes organised by the Institution.

Availability Management: Utilise the ADR Tech PA Platform diligently to manage and update personal availability for accurate scheduling.

Conflict of Interest: Promptly declare any actual, perceived, or potential conflict of interest in writing to the Secretariat prior to accepting any referral, and recuse themselves where a conflict exists.

CPD Compliance: Maintain a minimum of 15 CPD points per annum as mandated by NABFAM, DiSAC, and relevant professional bodies, and provide proof upon request.

Skills-Based Practice: Accept only matters within their subject-matter expertise and Mediator Tier scope, and recuse themselves where expertise is insufficient.

Good Standing: Maintain good standing with their regulatory body (LPC, HPCSA, SAICA, or other) at all times and immediately notify the Institution in writing of any suspension, restriction, cancellation, or disciplinary proceedings.

Reputational Safeguarding: Conduct themselves in a manner that upholds and enhances the reputation and integrity of Tswelopele ADR.

6: Institutional Commitments

Tswelopele ADR shall endeavour to:

Referrals and Support: Provide Panelists with appropriate referrals, case materials, and administrative and technical support, including access to the ADR Tech PA Platform and Integrated Diary System.

Equitable Case Allocation: Ensure transparent and equitable rotation of matters across the panel, based on Mediator Tier, availability, expertise, geographical location, and transformation imperatives (GMP Clause 5.2.1).

Resource Provision: Offer access to multilingual facilitation tools, translation services, and professional development resources.

CPD Facilitation: Facilitate regular workshops, webinars, learning modules, and access to industry best practices.

GMP Reporting: Report to the Judge President on court-annexed mediation outcomes quarterly in accordance with GMP Annexure C.

Feedback and Support: Provide constructive feedback and maintain a mechanism for Panelists to raise concerns regarding case management or institutional processes.

7: Professional Fees Policy

Private Company — Uncapped Professional Fees

Tswelopele ADR (Pty) Ltd is a **profit-making private company** under the Companies Act 71 of 2008. It is **not** an NPO, NPC, or public benefit organisation. Panel mediators' professional fees are **entirely uncapped** and remain the sole and exclusive prerogative of each Panelist as an independent professional. Tswelopele ADR does not prescribe, cap, or regulate the professional fees charged by its panel members. Each Panelist retains full autonomy to set fees commensurate with their Mediator Tier, qualifications, experience, and the complexity of the matter.

8: Membership Fee

An annual membership fee shall be payable by the Panelist to Tswelopele ADR, renewable each calendar year on 1 January, in accordance with the rates confirmed by the Tswelopele ADR (Pty) Ltd management at the time of renewal:

Non-payment of the annual membership fee by the due date may result in suspension of the Panelist's active panel status, cessation of new referrals, and withdrawal of Qualified Mediator certification and/or RAF endorsement. Reinstatement is contingent upon full payment of all outstanding fees.

9: Code of Conduct and Disciplinary Code

Binding Obligation

By executing this Agreement, the Panelist **unconditionally agrees to and binds themselves** to the **Tswelopele ADR (Pty) Ltd Code of Conduct and Disciplinary Code** in their entirety, as amended from time to time. Compliance is a **continuing condition** of panel membership.

9.1 The Code of Conduct mandates principles of fairness, dignity, respect, and zero tolerance for discrimination in any form — including on the basis of race, gender, sexual orientation, religion, disability, or socio-economic status.

9.2 Any proven breach of the Code of Conduct or Disciplinary Code shall be subject to an internal review process which may lead to formal disciplinary action, temporary suspension, permanent de-listing, and/or referral to the relevant professional regulatory body, following due process.

10: Compliance with Laws and Regulations

Panelists must:

- comply fully with the GMP, Rule 41A of the Uniform Rules of Court, POPIA (Act 4 of 2013), and all other applicable South African legal frameworks;
- promptly report to the Institution any incapacity, conflict of interest, loss of good standing, or non-compliance with professional or legal requirements that may affect their eligibility to serve; and
- maintain all necessary professional registrations, certifications, CPD compliance, and professional indemnity insurance as required by their profession and relevant legislation.

11: Intellectual Property and Branding

All materials, methodologies, tools, templates, training content, and digital platforms developed by or for Tswelopele ADR shall remain the exclusive intellectual property of the Institution.

The use of Tswelopele ADR's branding, logo, RMO designation, GMP certification marks, or any institutional marks for any purpose other than fulfilling obligations under this Agreement requires explicit prior written consent. Panelists shall not use the Institution's intellectual property for personal commercial gain without express written agreement.

12: Confidentiality

All institutional information (including client lists, internal processes, financial data, and proprietary methodologies) and all case-related details (including party identities, dispute specifics, and settlement terms) must be handled with strict confidentiality, consistent with GMP Clauses 6.4.1 and 6.6.6 and POPIA.

This obligation extends beyond the termination of this Agreement. Panelists shall ensure that all data is stored securely and accessed only by authorised individuals.

13: Termination

By Mutual Agreement: By written agreement of both the Institution and the Panelist.

By Notice: Either party may terminate by providing 30 days' written notice.

Immediate Termination: Tswelopele ADR reserves the right to terminate with immediate effect in cases of:

- a material breach of any term of this Agreement, including the Code of Conduct and/or the Disciplinary Code,
- any conduct causing or likely to cause significant reputational harm to Tswelopele ADR;
- the Panelist's professional registration or certification being revoked, suspended, or not renewed;
- loss of good standing with the relevant regulatory body;
- the Panelist being found guilty of a criminal offence involving dishonesty or moral turpitude; or
- failure to adhere to GMP requirements or legal compliance obligations.

Upon termination, the Panelist shall immediately cease holding themselves out as a Tswelopele ADR Panelist and as a GMP Qualified Mediator under the Institution's auspices, and shall return all Institution property, materials, and confidential information within seven (7) working days.

14: Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be subjected to internal mediation by a neutral panelist or senior representative appointed by the Institution. Should mediation fail to resolve the dispute within 14 calendar days, either party may pursue other legal remedies available under South African law.

15: Declaration of Ethical Commitment

The Panelist acknowledges and agrees that their participation on the Tswelopele ADR Panel is contingent upon their unwavering commitment to ethical conduct, in accordance with: the Tswelopele ADR Code of Professional Conduct for Mediators; the Code of Conduct and Disciplinary Code; the Gauteng Mediation Protocol (April 2025); the NABFAM National Standards for Family Mediation; the AFSA Accreditation Standards; Rule 41A of the Uniform Rules of Court; and all applicable professional and statutory obligations.

16: General Provisions

Entire Agreement: This Agreement, together with any referenced annexures, constitutes the entire agreement between the parties and supersedes all prior agreements and representations.

Severability: If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Amendments: Any amendment must be in writing and signed by duly authorised representatives of both parties.

Notices: All notices shall be in writing and sent to the addresses provided by each party.

Assignment: This Agreement may not be assigned by the Panelist without the prior written consent of Tswelopele ADR.

Precedence: In the event of any conflict between this Agreement and the GMP, the GMP shall prevail to the extent of any inconsistency.

