
**BAJA CALIFORNIA SUR MEDIATION AND ARBITRATION
CENTER**

CMA-BCS

**CMA-BCS RULES FOR THE
APPOINTMENT OF MEDIATORS**

Effective Date

June 15, 2026

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CMA-BCS RULES FOR THE APPOINTMENT OF MEDIATORS

Article 1. Definitions.

For the purposes of these Rules, unless expressly provided otherwise, the terms listed below shall have the following meanings:

Privacy Notice: the CMA-BCS privacy notice, made available to data subjects through the Website or by any other means authorized by CMA-BCS, in accordance with applicable personal data protection laws.

CMA-BCS: the Baja California Sur Mediation and Arbitration Center.

Appointment: the act by which CMA-BCS appoints one or more Mediators in accordance with these Rules.

Directory of Mediators: the list of Mediators made available by CMA-BCS for the purposes of the Appointment Procedure.

Mediation: the voluntary procedure through which the Parties request the assistance of one or more Mediators, with the aim of facilitating communication between them and helping them reach a mutually agreed-upon solution to their dispute on their own.

Mediator / Mediators: the individual or individuals proposed or appointed in accordance with these Rules to assist the Parties, in an independent, impartial, and neutral manner, in the search for a mutually agreed-upon resolution of their dispute, without the authority to impose agreements, issue binding decisions, or rule on the merits of the case.

Invited Party: the party to whom CMA-BCS communicates a Request filed by the Requesting Party, so that it may state its position in accordance with these Rules.

Requesting Party: the party that files a Request with CMA-BCS in accordance with these Rules.

Party/Parties: the Requesting Party and the Invited Party, considered individually or jointly, as applicable.

Appointment Procedure: the process followed before CMA-BCS in accordance with these Rules, limited to the receipt, review, and communication of the Request, as well as the proposal, verification, appointment, confirmation, or replacement of the Mediator, as applicable.

Rules: these CMA-BCS Rules for the Appointment of Mediators.

Website: the official CMA-BCS website.

Request: the application submitted to CMA-BCS requesting that it act in accordance with these Rules.

Filing Fee: the amount that must be paid for CMA-BCS to receive, review, and, where applicable, process a Request in accordance with these Rules.

Article 2. Scope of Application.

2.1. These Rules shall apply when a Party submits a Request and the Invited Party expressly or tacitly accepts the involvement of CMA-BCS and agrees to be bound by these Rules.

2.2. CMA-BCS's involvement under these Rules shall be limited to conducting the Appointment Procedure. For this purpose, CMA-BCS may facilitate the exchange of proposals between the Parties regarding the Mediator.

2.3. If the Parties are unable to mutually agree on a Mediator, CMA-BCS shall be expressly authorized to make the Appointment in accordance with these Rules.

2.4. For the purposes of Article 2.1, the Invited Party's acceptance may be express or implied. It shall be express when the Invited Party states in writing its consent to CMA-BCS's involvement and its agreement to be bound by these Rules. Acceptance shall be deemed implied when, without raising an objection within the time limit set for responding to the Request, the Invited Party voluntarily and unequivocally participates in the Appointment Procedure or takes actions that reasonably imply its acceptance. Silence or a lack of response from the Invited Party, by itself, shall not constitute implied acceptance.

Article 3. Request.

3.1. The Requesting Party may request that CMA-BCS conduct the Appointment Procedure for a Mediator by submitting a Request through the Website or by any other means authorized by CMA-BCS.

3.2. The Request must contain, at a minimum, the following information:

- a)** the full name, corporate name or trade name, address, telephone number, and email address of the Requesting Party, as well as, if applicable, the name and contact information of its legal representative or authorized agent;
- b)** the full name, corporate name, address, telephone number, and email address of the Invited Party, as well as, if applicable, the name and contact information of its legal representative or authorized agent;
- c)** a general description of the dispute, including the type of dispute and the contractual or legal relationship from which it arises;
- d)** the proposed language for the Mediation;
- e)** any documents that would allow CMA-BCS to gain a preliminary understanding of the nature of the dispute and the appropriate profile of the Mediator, without this implying any assessment of the merits of the case; and
- f)** a list of up to 3 (three) potential Mediators, included in the Directory of Mediators, in order of preference.

3.3. The list of Mediators proposed by the Requesting Party shall serve solely as an initial proposal and shall not imply the automatic appointment of any of them. The Requesting

Party must inform CMA-BCS of any professional, commercial, family, or personal relationship it maintains or has maintained with the proposed Mediators that could raise reasonable doubts regarding their independence or impartiality.

3.4. For the purposes of these Rules, the Request shall be deemed received on the date it is submitted to CMA-BCS. However, CMA-BCS shall only be obligated to begin its preliminary review once the Request contains the minimum necessary information and the corresponding Filing Fee has been paid.

3.5. If the Request does not contain the minimum required information, CMA-BCS may require the Requesting Party to complete, clarify, or correct it within the timeframe it determines for that purpose. If the Requesting Party fails to comply with the requirement within the granted timeframe, CMA-BCS may deem the Request not to have been filed.

3.6. In order for CMA-BCS to process the Request, the Requesting Party must pay the Filing Fee.

3.7. Once the complete Request has been received and payment of the Filing Fee has been verified, CMA-BCS will conduct a preliminary review within 3 (three) business days to verify whether the Request meets the requirements set forth in these Rules.

3.8. The preliminary review conducted by CMA-BCS will be strictly formal in nature. Consequently, it will not constitute definitive acceptance of the matter, legal advice, a legal opinion, an assessment of the merits of the dispute, validation of the Parties' claims, or a guarantee that the Mediation will take place or that the dispute will be resolved.

3.9. CMA-BCS may reject or decline to process the Request when, in its judgment, there are circumstances that prevent or render its intervention inappropriate. This may occur, including but not limited to, when:

- a) the Request is manifestly incompatible with these Rules;
- b) based on the information submitted, it is preliminarily determined that the dispute is not suitable for Mediation;
- c) there is an institutional conflict of interest;
- d) proof of payment of the Filing Fee is not provided;
- e) the omissions identified by CMA-BCS are not corrected; or
- f) CMA-BCS identifies any other circumstance that may affect the independence, impartiality, feasibility, or regularity of the Appointment Procedure.

Article 4. Communication of the Request to the Invited Party.

4.1. If, based on the preliminary review, CMA-BCS determines that the Request may be processed in accordance with these Rules, it shall notify the Invited Party based on the information provided by the Requesting Party.

4.2. The notification shall be sent to the Invited Party's email address provided by the Requesting Party. Notwithstanding the foregoing, CMA-BCS may use any other written, physical, or electronic means that provides a record of its transmission.

Unless there is reliable proof of receipt on a different date, the notice shall be deemed received on the business day following the date on which it was sent to the last address or email address provided for that purpose.

4.3. The Invited Party shall have a period of 8 (eight) business days, beginning on the business day following the date on which the notice is deemed received, to state in writing:

- a) whether it accepts CMA-BCS's involvement and agrees to be bound by these Rules or, if applicable, any objections thereto; and
- b) whether it accepts any of the Mediators proposed by the Requesting Party, or, failing that, whether it proposes up to 3 (three) different Mediators, included in the Directory of Mediators, in order of preference. When the Invited Party proposes other Mediators, it must disclose any professional, commercial, family, or personal relationship it maintains or has maintained with them that could raise reasonable doubts about their independence or impartiality.

4.4. The Appointment Procedure shall continue once the Invited Party expressly or tacitly accepts CMA-BCS's involvement and agrees to be bound by these Rules.

4.5. CMA-BCS shall consider the Appointment Procedure concluded and shall notify the Requesting Party in any of the following cases:

- a) if the Invited Party states that it does not agree to participate in the Mediation, to CMA-BCS's involvement, or to be bound by these Rules, or if, upon expiration of the period provided for in Article 4.3, no express or tacit acceptance has been established; or
- b) if CMA-BCS becomes aware of any circumstance that prevents the Appointment Procedure from continuing in accordance with these Rules.

The conclusion of the Appointment Procedure shall not imply any ruling by CMA-BCS on the merits of the dispute.

4.6. All communications made by CMA-BCS or by the Parties in connection with the Appointment Procedure must be made by email or by any other written means—whether physical or electronic—authorized by CMA-BCS, that provides a record of its transmission.

Unless expressly provided otherwise, communications shall be deemed received on the business day following the date on which they were sent to the last address or email address provided by the relevant Party, unless there is reliable proof of receipt on a different date.

4.7. If the last day of any of the time limits set forth in these Rules is a non-business day, the time limit shall expire on the following business day.

Article 5. Appointment of the Mediator and Objections.

5.1. To enable the Parties to submit their proposals for Mediators in accordance with these Rules, CMA-BCS will make available the professional information on file regarding the members of the Directory of Mediators through its Website or by any other means authorized by CMA-BCS.

5.2. When communicating the Request to the Invited Party, CMA-BCS shall include the names and professional profiles of the Mediators proposed by the Requesting Party, as well as any relationship or circumstance disclosed by the Requesting Party that could raise reasonable doubts regarding the independence or impartiality of such Mediators.

Within the time limit set forth in Article 4.3, the Invited Party may indicate whether it accepts any of the Mediators proposed by the Requesting Party, raise any objections it deems relevant, or, if applicable, propose other Mediators in accordance with these Rules.

If the Invited Party proposes other Mediators, CMA-BCS shall communicate such proposal to the Requesting Party, along with the available professional profiles and any relationship or circumstance disclosed by the Invited Party. The Requesting Party shall have a period of 3 (three) business days, beginning on the business day following the date on which the communication is deemed received, to indicate whether it accepts any of them.

5.3. If the Parties are unable to mutually appoint a Mediator within the timeframes set forth in these Rules, or if the Mediator agreed upon by both Parties declines to participate, is unavailable, or discloses any circumstance that prevents their participation, CMA-BCS shall make the Appointment within a maximum of 3 (three) business days.

5.4. In making the Appointment, CMA-BCS may take into account the nature of the dispute, the Mediator's experience, area of expertise, availability, independence, and impartiality, the language proposed for the Mediation, the Mediator's place of residence or where services are provided, as well as any other circumstances that CMA-BCS deems relevant to the Appointment.

5.5. When the Parties have agreed on the Mediator who will participate in the Mediation, or when it is CMA-BCS's responsibility to select the Mediator in accordance with these Rules, CMA-BCS shall formalize the Appointment and notify the Parties and the Mediator.

5.6. The Mediator appointed by agreement of the Parties or by CMA-BCS must submit to CMA-BCS and the Parties, within a maximum period of 3 (three) business days from the business day following the date on which the Mediator receives notification of the Appointment, a written statement confirming the Mediator's acceptance, availability, independence, and impartiality.

In said written statement, the Mediator must disclose any fact or circumstance that, from the Parties' perspective, could raise reasonable doubts regarding his or her independence or impartiality, as well as any circumstance that could affect his or her availability to act in the Mediation.

If the Mediator fails to submit such a written statement within the specified time limit, CMA-BCS may, at its discretion, grant an additional period of up to 3 (three) business days or set aside the Appointment and appoint a substitute Mediator in accordance with the procedure set forth in these Rules.

5.7. Within 3 (three) business days following receipt of the written statement submitted by the Mediator, either Party may object to the Appointment, provided that there are circumstances that raise reasonable doubts regarding the Mediator's independence, impartiality, or availability.

The objection must be submitted in writing and accompanied by supporting information or documentation.

5.8. When CMA-BCS receives an objection, it shall notify the other Party and the Mediator so that they may submit their written responses within the timeframe determined by CMA-BCS.

Once that period has elapsed, whether or not statements have been submitted, CMA-BCS will resolve the objection within a maximum of 3 (three) business days, based on the available information. If it deems it necessary, CMA-BCS may request additional information or statements from the Parties or the Mediator before reaching a decision.

If CMA-BCS considers the objection to be well-founded, or if the Mediator decides not to accept or not to proceed with the Appointment, CMA-BCS will set aside the Appointment and proceed to appoint a substitute Mediator in accordance with these Rules. If CMA-BCS considers the objection to be unfounded, the Appointment will be confirmed.

5.9. Once the Appointment has been confirmed—either because no objection was filed within the applicable time limit or because any objection filed was deemed unfounded—CMA-BCS shall notify the Parties and the Mediator of such confirmation.

Upon such notification, the Appointment Procedure and CMA-BCS's involvement shall conclude, without prejudice to the provisions of Article 5.10. The Mediator shall assume the conduct of the Mediation, which shall proceed in accordance with the provisions of Article 6 of these Rules.

5.10. In the event of resignation, unavailability, conflict of interest, inability to continue, or any other circumstance that prevents the Mediator from acting after their Appointment has been confirmed, CMA-BCS may appoint a substitute Mediator in accordance with these Rules.

Article 6. Mediation Process.

6.1. The Mediation Process shall not be subject to these Rules. Once the Mediator's Appointment has been confirmed, the Mediation shall be conducted in accordance with applicable legal provisions and the rules, procedures, guidelines, and criteria that the Mediator deems appropriate for facilitating dialogue between the Parties and conducting the Mediation.

6.2. CMA-BCS shall not administer, conduct, supervise, or resolve any matter related to the Mediation Process.

6.3. The appointment of the Mediator pursuant to these Rules shall not imply that CMA-BCS guarantees the commencement, continuation, outcome, validity, compliance, or enforcement of any agreement that the Parties may reach during or as a result of the Mediation.

Article 7. Costs.

7.1. The filing and processing of the Request shall be subject to the payment of a Filing Fee in the amount of USD \$500.00 (five hundred U.S. dollars 00/100), plus the applicable Value-Added Tax.

If such amount is paid in local currency, payment must be made in the equivalent amount in Mexican pesos, based on the exchange rate applicable at the place and date of payment, in accordance with the Monetary Law of the United Mexican States and other applicable provisions.

7.2. The Filing Fee must be paid by the Requesting Party at the time the Request is submitted. CMA-BCS shall not be obligated to review, process, or communicate the Request to the Invited Party until said Filing Fee has been paid in full.

7.3. The Filing Fee is non-refundable, regardless of whether the Request is rejected, the Invited Party does not accept CMA-BCS's involvement, the Appointment Procedure does not proceed, the Mediator does not accept the Appointment, the Mediation does not take place, or the Appointment Procedure or Mediation is terminated for any reason.

7.4. The Filing Fee covers only the preliminary review of the Request and the processing of the Appointment Procedure in accordance with these Rules.

This Fee does not include the Mediator's fees, additional administrative expenses, session costs, travel expenses, platform usage fees, third-party fees, or any other costs that may arise in connection with the Mediation.

The fees, expenses, and other costs related to the Mediation, as well as the manner in which they will be covered or allocated among the Parties, shall be discussed and agreed upon by the Parties and the Mediator within the framework of the Mediation. CMA-BCS shall not be responsible for the determination, allocation, collection, payment, or administration of such items.

Article 8. Confidentiality and Protection of Personal Data.

8.1. All information, documentation, communications, or data submitted by the Parties to CMA-BCS or generated by CMA-BCS in connection with the Appointment Procedure shall be confidential, unless otherwise provided by law or agreed to in writing by the Parties.

8.2. The confidentiality obligation shall apply to the Parties, their representatives, advisors, the proposed or appointed Mediator, CMA-BCS, and any person who, by reason of the Appointment Procedure, has access to information related thereto.

8.3. CMA-BCS may share the information received during the Appointment Procedure only to the extent necessary to process the Request, communicate it to the Invited Party, verify the availability, independence, and impartiality of the proposed or appointed Mediators, resolve objections, and carry out the other actions provided for in these Rules.

8.4. The Parties may not offer, present, or use as evidence in judicial, arbitral, administrative, or any other proceedings any communications, statements, proposals, or information generated exclusively in connection with the Appointment Procedure.

The foregoing shall not prevent a Party from using documents, information, or evidence that exist independently of the Appointment Procedure, even if they were submitted, mentioned, or shared during said procedure.

8.5. The confidentiality obligation shall not apply to information that:

- a) is in the public domain without such disclosure resulting from a breach of these Rules;
- b) has been authorized for disclosure in writing by the Party that owns such information;
or
- c) must be disclosed pursuant to law, an order from a competent authority, or for the protection or preservation of rights.

8.6. Personal data to which CMA-BCS has access in connection with the Appointment Procedure will be processed in accordance with applicable personal data protection laws and CMA-BCS's Privacy Notice, available on its Website.

Article 9. Liability.

9.1. Except in cases of willful misconduct, bad faith, gross negligence, inexcusable negligence, or breach of the duty of confidentiality, CMA-BCS, its representatives, officers, employees, and any person acting on its behalf shall not be liable to the Parties for acts or omissions performed in good faith in connection with the application of these Rules or the Appointment Procedure.

9.2. CMA-BCS's liability shall not arise from the Appointment, confirmation, replacement, or the Mediator's failure to accept the Appointment, nor from the commencement, continuation, termination, outcome, or lack of outcome of the Mediation.

9.3. The Appointment of the Mediator pursuant to these Rules shall not imply that the Mediator is an employee, representative, agent, proxy, partner, associate, or subordinate of CMA-BCS. Consequently, CMA-BCS shall not be liable for the acts or omissions of the Mediator in the conduct or course of the Mediation.

9.4. By submitting to these Rules, the Parties agree that CMA-BCS's involvement is limited to the Appointment Procedure and waive the right to bring claims against CMA-BCS, its representatives, officers, employees, or any person acting on its behalf, for acts or omissions related to said procedure, except in the cases expressly provided for in Article 9.1.

9.5. Any doubt or question regarding the interpretation, scope, or application of these Rules, as well as the conduct of the Appointment Procedure, shall be resolved by CMA-BCS. For the purposes of said Procedure, the interpretation and determinations adopted by CMA-BCS shall prevail and be binding on the Parties.

Article 10. General Provisions.

10.1. In all cases not expressly provided for in these Rules, CMA-BCS shall act in accordance with the nature of its function, good faith, equal treatment of the Parties, the efficiency of the Appointment Procedure, and applicable legal provisions.

10.2. Where there are multiple Requesting Parties or multiple Invited Parties, references to the Requesting Party or the Invited Party shall be deemed to refer to all of them, as applicable.

Unless otherwise agreed in writing, the Appointment Procedure shall continue only with respect to those Parties that agree to be bound by these Rules.

10.3. Unless otherwise agreed in writing by the Parties or decided by CMA-BCS based on the circumstances of the case, the Appointment Procedure shall be conducted in Spanish.

10.4. CMA-BCS shall not be obligated to verify the accuracy, validity, sufficiency, or truthfulness of the data, documents, and information provided by the Parties. However, CMA-BCS may request clarifications, additional information, or supplementary documentation when it deems it necessary to conduct the Appointment Procedure.

10.5. The Parties must act in good faith and cooperate with CMA-BCS during the Appointment Procedure. To that end, they must promptly respond to any requests, notices, instructions, or communications issued by CMA-BCS in accordance with these Rules.

10.6. The filing of the Request, the conduct of the Appointment Procedure, or the Appointment of the Mediator shall not suspend or interrupt any statutes of limitations, expiration periods, procedural deadlines, contractual terms, or deadlines of any other nature, unless expressly agreed upon by the Parties or provided for by applicable law.