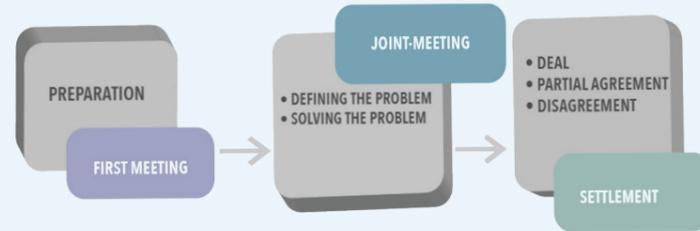
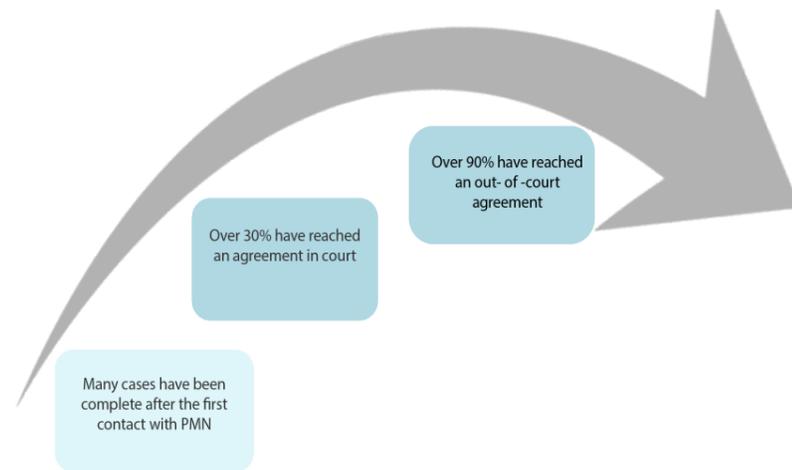


SERVICES AT PMN

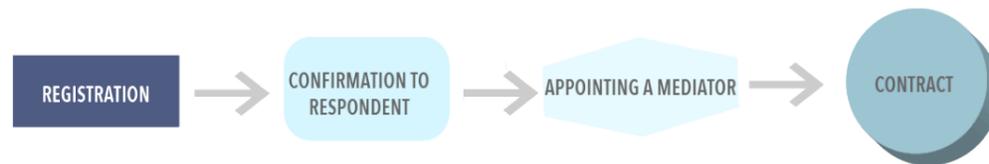
THE MEDIATION PROCESS



GETTING THE DEAL AT PMN



REGISTERING FOR MEDIATION



WORKING WITH PMN:



PMN PUSAT MEDIASI NASIONAL
THE INDOONESIAN MEDIATION CENTER

ama Asian Mediation Association

PUSAT MEDIASI NASIONAL (PMN) ® THE INDOONESIAN MEDIATION CENTRE ®

Pusat Mediasi Nasional (PMN) or The Indonesian Mediation centre is a professional and independent institution that specialises in mediation in Indonesia and Asia or dispute resolution both outside and inside the court including arbitration.

BACKGROUND AND HISTORY

Established in August, 2003, Pusat Mediasi Indonesia (The Indonesian Mediation Center, or PMN), is a nonprofit foundation providing mediation training and services. Staffed with experienced mediators drawn from diverse areas of law, banking engineering and business, PMN is in a unique position to provide the right mediator for any dispute.

PMN founders include mediators of the Jakarta Initiative Task Force (a quasi-government institution established during the November 1998 economic crisis to mediate the case of debt restructuring), whom are experienced mediators at both national and international levels, successfully mediating debt by more than USD 20.5 billion for 96 group companies.

After being inaugurated by the Chief Justice of the Supreme Court and the Coordinating minister for the Economy on September 4 2003, PMN obtained accreditation from the Supreme Court of the Republic of Indonesia. With this accreditation, PMN is trusted by the Supreme Court as a recognized institution for mediation training and certification.

PMN, along with the Singapore Mediation Centre, Hong Kong Mediation Centre, Malaysia Mediation Centre and Philippine Mediation Centre, have established the Asian Mediation Association (AMA) on 17 August 2007. Currently, the AMA coordinates 14 mediation institutions in the Asian region.

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MEDIATION AT A GLANCE

Mediation is a flexible process that is useful for parties that are in dispute, by discussing their differences with the help of a mediator (an impartial third party). Compared to litigation, mediation is more flexible, cost-effective, private and efficient than the public litigation process. Though all matters are not appropriate for mediation, most are, and its no wonder then that worldwide, over 80% of all disputes referred to mediation are successfully resolved. Its not surprising, then, that mediation is one of the fastest growing dispute resolution methods, as businesses discover that its flexibility and effectiveness mean faster, more effective and less painful resolution of disputes.

WHY MEDIATE?

- **Reduced Uncertainty:** mediation of dispute resolution means that parties do not delegate decision-making to other parties such as in arbitration or a court of law. In both adjudication processes, decisions are taken by arbitrators or judges. With the mediation process, the parties have complete control over whatever they want to agree on as a final result of the mediation process
- **Reputations of both sides are preserved :** because neither party is found guilty at the end of the mediation process , neither party will face a loss. The mediation process carried out confidentially, therefore the company's reputation is not affected by cases that can actually be mediated.
- **Saves time :** At PMN, mediation can be completed in one day. In addition, because of the completion of the agreement by the parties themselves, the agreement can solve the problem. The mediation agreement that was strengthened as a deed of peace also becomes a final achievement that the appeal process could not be carried out against it.
- **Cost effective:** Compared to litigation, mediation through is considered to be an inexpensive process. Each mediator sets his or her own fees, which will vary depending on the experience and reputation of the mediator. Payment of mediation service fees are the responsibility of the parties, although alternative agreements are possible.

CASE TYPES

1. Out of Court Mediation: PMN is proactively marketing mediation services to the private sector, the professions and particularly legal practitioners with an aim to encourage disputants to seek mediation as an effective Alternative Dispute Resolution (ADR) . With limited marketing resources, PMN mediators have already begun to mediate cases such as on commercial and family disputes.

2. Court-Annexed Mediation: A process which occurs when a mediator resolves a legal dispute between parties by facilitating discussions and identifying the issues. To fully benefit the court-annexed mediation program throughout Indonesia, PMN aims to further assist the Supreme Court in providing mediation training for judges (there are 2,800 judges nationally) prioritizing in large cities such as Jakarta, Surabaya and Bandung.

TIME NEEDED FOR THE MEDIATION PROCESS

The time allocated for the mediation process depends upon the issue/dispute, the number of parties involved and the location of the mediator or meeting venue. With adequate preparation, cases can be completed in one day of joint meetings (outside the preparatory meetings)

ENDING MEDIATION

With mediation outside the court, parties may withdraw from the mediation process at any time. Whereas during the mediation process, the mediation court can end if the specified deadline ends, or if the mediator declares that the mediation has failed.

COSTS OF DISPUTE RESOLUTION THROUGH MEDIATION

Because the time needed is generally short, the overall cost for the mediation process is also more efficient. All costs for the mediation process can be controlled by the parties and are known from before the mediation begins. The main cost components include registration, mediator services and place rent. Mediator fees can be agreed on a time or on a case-by-case basis.

CHOOSING A MEDIATOR

PMN will provide a list of mediators based on the qualifications/requirements expected by the parties. The parties may choose a mediator. All mediators at PMN have been trained conduct facilitative mediation, prepared to be able to handle various types of cases.

There is a tendency for parties to choose a mediator with knowledge and or experience relating to the dispute i.e. the first best mediator. Likewise, mediators have a tendency to be grouped with parties on a type of case they are familiar with.

MEDIATION VENUES

Mediation meetings are held in neutral venues. The PMN Secretariat is equipped with room suitable for mediation. If mediation is successful and an agreement is met, the parties need to sign a peace agreement (or mediation agreement).

IF MEDIATION IS SUCESSFUL

When mediation reaches an agreement, the parties will sign a peace agreement document (or a mediation agreement). The parties may choose their preferred form of agreements for example, a private deed , notarized or confirmed as a Peace Deed. The latter applies both to mediation outside and inside the court. The Peace Deed is a decision of a judge whose contents strengthen the peace agreement. For a dispute in court, if it does not want to be confirmed as a Peace Deed, the claim must be revoked.

STATUS/ RESULTS OF THE MEDIATION AGREEMENT

This is one of the most frequently discussed topics in mediation social and training event. This question arises from a judicial dispute resolution framework (a win-lose battle in arbitration or a court). The parties are concerned that the final outcome of the effort to resolve the dispute is not obeyed by the parties. Indeed, there is a difference between the output of dispute resolution through mediation compared with resolution through judicial process. In the mediation process, the agreement reached should have been accepted by the parties themselves. However, many parties consider that it would be more acceptable if the mediation agreement could be strengthened more than just an addendum to an agreement that had existed before.

In accordance with PerMA 1/2016, mediation agreements outside the court can also be confirmed as a settlement deed through a judge's decision. Because it is a decision, the process must still undergo a lawsuit process, but with an accelerated mechanism. Many parties also expect the issuance of a mediation law that can give the executive power to mediation agreements outside the court. The latest development, UNCITRAL will hold conventions, such as the New York Convention for arbitration to share mediation agreements (April 2016)