



INTERNATIONAL MEDIATION RULES AND FEE SCHEDULE

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TABLE OF CONTENTS

Art. 1 Application of Rules
Art. 2 Initiation of Mediation
Art. 3 Preliminary Mediation Session
Art. 4 Appointment of the Mediator
Art. 5 Disclosures and Replacement of a Mediator
Art. 6 Representation
Art. 7 Date, Time and Place of the Mediation
Art. 8 Conduct of the Mediation and Authority of the Mediator
Art. 9 Termination of the Mediation
Art. 10 Confidentiality
Art. 11 Exclusion of Liability
Art. 12 Interpretation and Application of the Rules
Art. 13 Costs and Fees
Art. 14 Role of Mediator in Other Proceedings
Art. 15 Governing Law and Jurisdiction
Art. 16 Settlement Agreements

Art. 1 Application of Rules

1. These Rules apply to any civil or commercial dispute where the parties seek the settlement of such dispute and where, either by stipulation in a contract or by agreement, they have agreed that these Rules will apply. The parties and ADR Center Soc. Benefit a r.l, hereafter ADR Center Global¹, may agree to vary these Rules at any time.

Art. 2 Initiation of Mediation

1. Any party or parties to a dispute wishing to initiate mediation may do so by filing with ADR Center Global a submission to mediation or a written request for mediation pursuant to these Rules.

2. A party may request ADR Center Global to invite another party to participate in mediation. Upon receipt of such a request, ADR Center Global will contact the invited party(ies) and

¹ ADR Center Global is a brand and the operating division for administering cross-border mediations of ADR Center Soc. Benefit a r.l. - a company registered under

attempt to obtain a response regarding the participation in mediation.

3. A request for mediation should contain a brief statement of the nature of the dispute. It shall also set forth the contact information of all parties to the dispute and the counsel, if any, who will represent them in the mediation.

4. The party submitting the request may attach anytime documents that they consider may assist in a better understanding of the case.

5. Where the party invited to mediation refuses to take part or fails to reply by the deadline, the process shall be abandoned and requesting party shall be informed.

6. Where the party invited to mediation agrees to take part, they shall submit the appropriate form or a written reply to ADR Center Global providing anytime documents considered necessary for the purposes of a better understanding of the case.

7. Unless otherwise agreed, any documents attached at the Request for Mediation shall be available for consultation by all those participating to the mediation process.

8. ADR Center Global shall notify by email the party requesting mediation that the party invited has accepted and shall establish a deadline for payment of the costs of the first meeting of the entire mediation process. In the event of a failure to pay those costs by the deadline, the process shall be abandoned.

9. The mediation and the correspondence with ADR Center Global shall be conducted in the language agreed upon by the parties.

Art. 3 Preliminary Mediation Session

1. Based on the nature and complexity of the dispute, ADR Center Global can invite the parties and their legal counsels to attend a free

the Italian law with headquarters in Rome at Via Marcantonio Colonna 54 – 00192, VAT IT14722131001



Preliminary Mediation Session, in person or in videoconference, with a senior case manager or a mediator who will clarify the possible roles and benefits of mediation in their specific case, the rules of the process and illustrate the mediation fee. The Preliminary Mediation Session can be organized in a joint session or in bilateral meetings with all parties. If needed, the parties will be assisted in selecting a suitable mediator for their specific case within the ADR Center Global's roster considering the type of dispute and the mediator's knowledge, experience, nationality and language spoken. At the end of the Preliminary Mediation Session the parties will decide upon initiating of the full mediation process. The Confidentiality rules are applicable as per Article 10.

Art. 4 Appointment of the Mediator

1. ADR Center Global shall appoint the mediator on the basis of the nature of the dispute and preferences expressed by the parties. The parties may agree to select a mediator or two co-mediators from ADR Center Global's list of mediators.

Art. 5 Disclosures and replacement of a mediator

1. Before the first meeting with the parties, the mediator shall sign a declaration of impartiality, neutrality and independence.

2. Any mediator, whether selected jointly by the parties or appointed by ADR Center Global, will disclose both to ADR Center Global and to the parties whether he or she has any financial or personal interest in the outcome of the mediation or whether there exists any fact or circumstance reasonably likely to create a presumption of bias. Upon receiving any such information, after soliciting the views of the parties, ADR Center Global may replace the mediator.

3. Any Party may, separately or jointly and at any time, ask ADR Center Global for the mediator to be replaced where, in their view, there are circumstances that give rise to doubt about the

mediator's impartiality and independence. ADR Center Global shall make a decision in response to said request.

Art. 6 Representation

1. The parties are encouraged to attend the mediation themselves, where they may be assisted by their personally appointed lawyers, experts and consultants.

2. Parties who do not attend mediation themselves, shall be required to appoint a representative who is fully informed on the case and its authorized to negotiate and sign the settlement agreement.

3. Parties other than natural persons are expected to have present throughout the mediation an officer, partner or other employee authorized to make decisions concerning the resolution of the dispute

Art. 7 Date, Time and Place of the Mediation

1. The ADR Center Global's case manager will coordinate the date and the time of each mediation session. The mediation will be held at ADR Center's Global Resolution Center convenient to the parties or at such other place as the parties, the mediator and ADR Center Global agree. The mediation may be also carried out partially or entirely by videoconference.

Art. 8 Conduct of the Mediation and Authority of the Mediator

1. The mediator may conduct the mediation in such a manner as he or she considers appropriate, taking into account the circumstances of the case, the wishes of the parties and the need for a speedy settlement of the dispute. The mediator does not have the authority to impose a settlement on the parties. The mediator is authorized to conduct both joint and separate meetings with the parties. If requested, the mediator may make oral or written non-binding recommendations



concerning an appropriate resolution of the dispute.

2. Unless otherwise agreed by the parties, the recording or transcribing of statements made and information exchanged by the participants or of the acceptance or rejection of any settlement proposals put forward by the mediator or the parties are prohibited.

3. Mediation sessions are private. Persons other than the parties and their representatives may attend only with a specific permission of the parties and with the consent of the mediator.

Art. 9 Termination of the Mediation

1. The mediation process shall terminate where:
 - a. Payment requested by ADR Global have not been made;
 - b. Parties reach a settlement;
 - c. Parties fail to reach an agreement;
 - d. Parties declare that they have, or appear to have, no interest in continuing the process;
 - e. The limit established in advance for the duration of the mediation has expired and the parties and the parties have no agreed to extend it.

Art. 10 Confidentiality

1. Unless otherwise agreed by the parties notwithstanding national legislation, all information, records, reports or other documents received by a mediator while serving in that capacity will be confidential. The mediator will not be compelled to divulge such records or to testify or give evidence in regard to the mediation in any adversary proceeding or judicial forum. The parties will maintain the confidentiality of the mediation and will not rely upon or introduce as evidence in any arbitral, judicial or other proceeding:

- a. views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings;

b. admissions made by another party in the course of the mediation proceedings relating to the merits of the dispute;

c. any evidence or source of evidence does not become inadmissible solely as a result of its use in the mediation.

Art. 11 Exclusion of Liability

1. Neither ADR Center Global nor any mediator will be liable to any party for any act or omission alleged in connection with any mediation conducted under these Rules.

Art. 12 Interpretation and Application of the Rules

1. The mediator will interpret and apply these Rules insofar as they relate to the mediator's duties and responsibilities. All other procedures will be interpreted and applied by ADR Center Global.

Art. 13 Costs and fees

1. Unless otherwise agreed in writing, Parties are subject to the Mediation Schedule Fee effective on the date of the request of the mediation.

Art. 14 Role of Mediator in Other Proceedings

1. Unless all parties agree in writing, the mediator may not act as an arbitrator in any arbitral proceedings relating to the dispute that was the subject of the mediation.

2. In any case, the mediator cannot not act as a representative of, or counsel to, a party in any arbitral or judicial proceedings relating to the dispute that was the subject of the mediation.

Art. 15 Governing Law and Jurisdiction

1. The mediation shall be governed by, construed and take effect in accordance with the laws where the mediation takes place. The courts of the state where the mediation takes place have exclusive jurisdiction to settle any



claim, dispute or matter of difference that may arise out of or in connection with the mediation.

Art. 16 Settlement Agreements

1. Any settlement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the parties.

MEDIATION FEE SCHEDULE

Effective 1st January 2020

| Fee type | Amount | Due |
|-------------------------------|---|--------------------------------------|
| Filing Fee | € 100 | Upon filing the request of mediation |
| Preliminary Mediation Session | Free upon the invitation of ADR Center Global | |
| Case Management Fee | € 250 per party / per each session | Upon scheduling |
| Mediator Fee* | From € 300 to € 500 per party / per hour | Upon scheduling |

All fees are in Euro – All amounts are net of VAT (if applicable)

* Each mediator is an independent contractor who sets his/her own rates. Rates may vary depending on venue, number of parties, subject matter and complexity of the dispute. Cancellation and continuance policies may also vary by neutral. Individual fee schedules and quotation for specific mediation are available upon request.

A standard mediation scheduled for one day session of eight-hour with a mediator fee of € 350 per hour and a case management fee of € 250 will cost a total of € 3.050 per party.

Mediations are scheduled for half & full day sessions:

- Half day consist of four hours inclusive of review and preparation time
- Full day consist of eight hours inclusive of review and preparation time
- Hourly sessions are available with most mediators on appropriate cases (3hr minimum)

Case Management Fees include:

- Case management by an experience professional assigned to your case during the entire procedure
- Secretariat support to appoint a suitable mediator and schedule a date, time and venue
- Document handling and storage
- Use of neutral mediation room conference room and videoconference facility

Other costs when agreed by all parties may include:

- Mediator’s travel expenses
- Conference rooms outside ADR Center Global’s facilities
- Co-mediators and/or third neutral expert evaluation selection and appointment