



CURIA MERCATORUM
CENTRO DI MEDIAZIONE ED ARBITRATO
Associazione Riconosciuta

MEDIATION RULES

THESE RULES ARE A REDUCED VERSION OF THE NORMS CONTAINED IN THE CURIA MERCATORUM'S
MEDIATION/ARBITRATION RULES
CURRENTLY IN FORCE.

IT HAS BEEN CREATED IN THIS FORM IN ORDER TO PROVIDE IMMEDIATE AND CLEAR INFORMATION ON THE
DEVELOPMENT OF THE PROCEDURE, IN CASE ONLY CONCILIATION (OR MEDIATION) IS ACTIVATED AND THERE IS NO
CONTRACT CLAUSE OR AGREEMENT BETWEEN THE PARTIES REFERRING TO THE COMPLETE PROCEDURE OF
MEDIATION/ARBITRATION.

1) SCOPE OF APPLICATION

The Mediation Service aims at settling financial disputes, especially those arising between companies or between companies and consumers.

The characterization of the relationship depends on the requesting party.

These Rules apply to mediation proceedings expressly regulated by provisions of law insofar as the Rules are consistent with those provisions.

2) HOW TO COMMENCE MEDIATION

Mediation commences with the filing of a request for mediation with the Secretariat of the Mediation Service.

The parties can commence or accept mediation either by using the form provided by the Secretariat or by filing a statement containing the same information as requested in the form.

The parties may also file joint or simultaneous requests.

The mediation request may be filed against multiple parties.

Each party may access the file of the proceedings, except for those documents the parties declare to be for the mediator only.

The Secretariat informs the other interested party of the filing of the mediation request immediately by a means suitable to prove receipt and invites that party to file an answer within 15 days of receiving that communication. If the second party accepts mediation and files its acceptance, a mediator is selected and a meeting is scheduled. If the Mediation Service is not registered with the Ministry of Justice or its registration is cancelled after the request for mediation has been filed, the Secretariat informs the parties and provides them with the list of registered Mediation Services at other Chambers of Commerce where they can conduct their mediation proceeding.

3) THE MEDIATOR

The mediator does not settle the dispute but helps the parties find their own, mutually satisfactory settlement. The mediator is selected by the Secretariat from a list complying with the minimum standards established by Unioncamere (Italian Union of Chambers of Commerce) in accordance with the law in force. Where it deems it appropriate, the Secretariat selects a mediator from the lists kept by other Chambers of Commerce, and gives reasons for this decision.

The parties may jointly agree on a mediator from the list.

The mediator may not find him/herself in any situation that is incompatible with his/her role as a mediator pursuant to specific provisions of law. Officers of the Mediation Service may not act as mediators.

The mediator shall sign a statement of independence and accept the code of conduct when accepting his/her task.

The mediator may not subsequently act as consultant, counsel or arbitrator for the same parties in the same dispute.

The Secretariat may agree with the mediator on the appointment of an assistant to help carry out the mediator's task, if all parties so agree and undertake to bear all related costs in equal parts.

Each party may request the Secretariat to replace the mediator on justified grounds.

4) THE SECRETARIAT

The Secretariat administers the Mediation Service. Its operation is regulated by internal regulation of the body establishing the Mediation Service, in accordance with its organizational model.

The officers of the Secretariat must be and appear to be impartial; they must not discuss the merits of the dispute nor act as legal or mediation consultants.

The Secretariat keeps a file for each mediation proceeding.

The Secretariat ascertains whether the parties are willing to participate in the mediation meeting, designates the mediator in the specific case, organizes the mediation meeting and takes care of all necessary communications by the most suitable means.

The Secretariat declares the proceedings closed and informs the parties:

- if the party invited to participate in the mediation expressly refuses to do so or does not communicate its acceptance within the time limit in Art. 2;
- at any time when the parties declare or show that they are no longer interested in the mediation.

Upon request of a party, the Secretariat certifies in writing that:

- a request for mediation has been filed;
- the second party has not accepted mediation;
- the mediation proceeding has been closed.

5) THE MEDIATION MEETING

The meeting is held at the offices of the Secretariat or any other venue chosen by the parties for specific activities.

The first mediation meeting is held within 30 days of receiving the second party's acceptance, unless the parties otherwise agree or the Service reschedules on justified grounds.

The parties attend the meeting personally or, by way of an exception, through a duly empowered representative. The parties may be assisted by counsel, representatives of consumer associations or professional unions or other people they trust.

The parties must always inform the Secretariat adequately in advance of the names of the participants to the meeting.

The mediator conducts the meeting informally and hears the parties either together or separately. Only in specific cases does the Secretariat select a technical consultant, according to the mediator's instructions, provided that all parties so agree and undertake to bear the consultant's fees in equal parts.

The mediator may schedule further meetings in agreement with the parties.

6) OUTCOME OF THE MEDIATION MEETING

The minutes of the mediation meeting are signed by the parties and the mediator and record the outcome of the meeting and, if such is the case, a party's inability or refusal to sign.

If the mediation is successful, the mediation agreement is included:

- in the minutes, in the cases provided for in the law applicable to the proceedings;
- in a separate document signed by the parties only.

In the cases provided for by the law, the mediator, if both parties so request, draws up an agreement proposal. If the mediation fails, each party indicates its final position in respect of that proposal or the conditions on which it is willing to reach an agreement. The mediator records these positions in the minutes.

Any fiscal obligations relating to the agreement are borne by the parties.

7) CONFIDENTIALITY

The mediation proceeding is confidential and there is no record of the meeting, either in writing or otherwise.

The mediator, the parties and all participants in the meeting shall not disclose any fact and information obtained in the mediation proceeding to third parties.

The participants in the mediation meeting, other than the parties, shall sign a declaration to this effect.

The parties may not use any statement and information obtained during the proceedings in any subsequent legal proceedings brought by the parties relating to the same dispute. The parties may not summon the mediator, the officers or any other person involved in the mediation to testify in legal proceedings on facts and circumstances of which they became aware in connection with the mediation.

FEES

The mediation costs indicated above include VAT.

The value of the case is indicated in the mediation request. If the value of the case is undetermined, indeterminable or if the parties differ considerably on the value of the case, the Secretariat shall determine the applicable fee.

Each party, even if there are more than two, is bound to pay the above costs.

€ 30.00

to be paid by:

- the requesting party, when filing the request for mediation;
- by the parties that accept to participate in the mediation meeting, before that meeting.

Secretariat fees shall not be charged in the following cases:

- where one of the parties to the dispute is a consumer;
- where mediation is mandated by law;
- where the parties file a joint request for mediation.

MEDIATION COSTS

Value of case	Costs for each party
up to € 1,000.00	€ 40.00
from € 1,001.00 to € 5,000.00	€ 100.00
from € 5,001.00 to € 10,000.00	€ 200.00
from € 10,001.00 to € 25,000.00	€ 300.00
from € 25,001.00 to € 50,000.00	€ 500.00
from € 50,001.00 to € 250,000.00	€ 1, 000.00
from € 250,001.00 to € 500,000.00	€ 2,000.00
from € 500,001.00 to € 2,500,000.00	€ 4,000.00
from € 2,500,001.00 to € 5,000,000.00	€ 6,000.00
over € 5,000,001.00	€ 10,000.00

All costs and fees must be paid before the start of the mediation meeting; otherwise the Secretariat shall suspend the proceedings. They include the mediator fee and cover the whole mediation proceeding, regardless of the number of meetings.

If the dispute is particularly complex, the Secretariat may raise the mediation costs by 5% maximum.

[Payment shall be made in favour of Curia Mercatorum, bank account no. 000041997500 at Unicredit Banca S.p.A. – Branch of Villorba \(ABI 02008 – CAB 62180 – CIN P\) - IBAN IT 67 P 02008 62180 000041997500, unless otherwise established by the Court.](#)

IBAN International bank details IT 67 P02008 62180 000041997500.

CODE OF CONDUCT FOR MEDIATORS

The following guidelines are applicable to any person wishing to act as mediator.

- 1) Mediators shall be properly trained and shall maintain and update their education and practice in mediation skills. Mediators shall refuse appointment to a mediation for which they are not qualified.

- 2) Mediators shall disclose¹ any circumstances that may affect their independence² and impartiality³ or which may give rise to the perception of partiality or lack of neutrality⁴. Mediators shall at all times act, and endeavor to be seen to act, with complete impartiality towards the parties and remain neutral in respect of the dispute. Mediators shall not accept an appointment or continue to act as mediator if they are unable to remain impartial and/or neutral.

- 3) Mediators shall ensure that prior to commencement of the mediation the parties have understood and expressly agreed:
 - the purpose and general procedure of the mediation;
 - the role of mediators and of the parties;
 - the obligation of confidentiality on the mediators and on the parties.

- 4) Mediators shall act diligently independently from the kind and value of the dispute.

- 5) Mediators shall not coerce the parties.

- 6) Mediators shall keep confidential all information, arising out of or in connection with the mediation, including the fact that the mediation is to take place or has taken place, unless compelled by law or public policy grounds. Any information disclosed in confidence to mediators by one of the parties shall not be disclosed to the other parties without permission or unless compelled by law.

¹ Mediators are required to inform the parties of the existence of any circumstances that may influence their independence, impartiality and neutrality, even if it may not in fact influence their fairness towards the parties. The existence of such circumstances does not automatically imply unfitness to act as mediator.

² **Independence** means the absence of any objective link (personal or business relationship) between the mediator and one of the parties.

³ **Impartiality** refers to a *subjective* attitude of the mediator, who should not favor any one party over another.

⁴ **Neutrality** refers to the position of the mediator, who should have no direct interest in the outcome of the mediation.