



AIA European Network of Mediation Centres

ASSOCIATION FOR INTERNATIONAL ARBITRATION

**AIA Head Office
Avenue Louise 146
1050 Brussels
Belgium
tel: +32 2 643 33 01
fax: +32 2 646 24 31
admin@arbitration-adr.org**

**AIA USA
325 West 38th Street
Suite 1006
New York, NY 10018 USA
tel: +212 629 7630**

**AIA EGYPT
91 Mubarak El-Seteen
New Damietta, Damietta, Egypt
tel. +201007625823**

Table of Contents

I. Preface	5
II. General Information on the Network.....	6
1. This is us	6
2. Scope, aims and objectives	6
3. Our activities	7
III. Successful Stories in Mediation.....	8
2. Commercial mediation.....	8
3. Real estate mediation	10
4. Lease mediation	11
5. IT mediation	11
IV. Recent Developments in European Mediation and ADR.....	14
V. European Mediation Training for Practitioners of Justice.....	23
VI. Members of the Network - Information and Contacts.....	25
1. ADIMER (Associació per a la Divulgació de la Mediació i Resolució de Conflictos).....	25
2. Bemiddeling vzw.....	26
3. CEDIRES (Centre for Dispute Resolution).....	26
4. CEDRAC (Cyprus Eurasia Dispute Resolution and Arbitration Center)	27
5. CONCILIA	28
6. EJC (European Judicial Chamber)	30
7. GLEAMED (Greater London and East Anglia Mediation LLP)	32
8. GMI (Greek Mediation Institute).....	33
9. In Media	34
10. Institute of Arbitration	36
11. IM (Integrierte Mediation)	38
12. InterMediation	40
13. Mediācija un ADR	41
14. NMv (Dutch Mediators Association).....	42
15. The RAKMO Institute - Centre for Mediation and Conflict Management	43
16. SCMA (Standing Conference of Mediation Advocates)	45

17. SCMC (Shanghai Commercial Mediation Centre) 46

18. TIM (Transylvanian Institute of Mediation) 47

VII. The AIA’s IMI accredited Qualifying Assessment Program 49

VIII. The creation of Euresolve Ltd..... 50

I. Preface

The Association for International Arbitration (AIA) is pleased to introduce the AIA European Network of Mediation Centres (the Network).

The Network has been created to increase the quality of mediation as well as to promote and encourage its use to legal practitioners and the general public. It is the AIA's understanding that, even though the benefits of mediation are generally accepted among legal practitioners, many still opt for litigation, because 'it is what the client wants', 'it is the way we know best' or because of a lack of their own direct experience leading to 'it is the only way'. The AIA and Members of the Network believe that more can be done to improve this by joining forces in order to achieve our common goal: the establishment of access to quality information and services for the comprehensive range of alternative dispute resolution (ADR) in general, and mediation, in particular, as a primary means of dispute resolution.

This Booklet was created in order to serve two purposes. On the one hand, it is aimed at putting in touch the Members of the Network and keeping them acquainted with the activities of their sibling centres throughout Europe and around the globe, so that they can work together in achieving their common goal. On the other hand, this booklet was created to share information concerning mediation and the Network with the general public, business and professional advisers in order to increase public awareness.

We would like to thank everyone who contributed to the creation of this Booklet.

Johan Billiet

President of the AIA

Tatiana Proshkina and Olivia Staines

AIA Managers

II. General Information on the Network

1. This is us

As its name suggests, the AIA European Network of Mediation Centres is open to organizations throughout the European Union (EU), and mediation centres outside the EU may participate in the Network as Associate Members. Until now, 18 Members have joined the Network from 13 different European countries and China. These are our Members up until now:

- Austria: Integrierte Mediation Österreich;
- Belgium: CEDIRES, Institute of Arbitration, Bemiddeling vzw;
- Bulgaria: EJC;
- Cyprus: CEDRAC;
- England: GLEAMED, InterMediation, SCMA;
- Germany: Integrierte Mediation;
- Greece: GMI;
- Italy: InMedia, Concilia;
- Romania: TIM;
- Slovenia: RAKMO Institute;
- Spain: ADIMER;
- Latvia: Mediācija, Integrētā Mediācija Latvijā;
- Netherlands: NMv;
- China: SCMC (Associate Member).

Most of our Members are independent non-profit organizations whose purpose is to promote and encourage the use of ADR and mediation to legal practitioners and the general public. They mostly offer civil, commercial and family mediation in domestic and international disputes and provide various training courses and consultancy. They work together with top professionals in order to conduct high quality mediation procedures and prepare excellent mediators through various trainings and other activities.

At the meeting of 22 June 2012 the Network elected its first Board which comprises four members: Ivan Verougstraete, Elena Koltsaki, Andrew Colvin and John Gunner.

2. Scope, aims and objectives

The aim of the Network is to be sustainable and establish a meeting ground for organizations that are interested in the use of ADR in Europe, which enables them to make contact with each other, share information and provide mutual support. It intends to promote exchange of information and contacts among arbitrators, mediators, advocates, other legal practitioners, law students and interested parties.

The Network assists its Members in increasing the quality of the mediation processes they offer. Through the exchange of information, Member organizations will be encouraged to learn from each other, so that the mediation processes they provide will naturally develop to a higher level

of quality. The trainings offered by the Network Members will also help ensure that mediators throughout Europe are updated in respect of the latest techniques and knowhow regarding civil, commercial, family and other types of mediation.

Additionally, the Network will help increase public awareness of mediation and its benefits. Through various activities listed below, the Network shall inform the general public of the existence and the efficiency of mediation. Unfortunately, the general public is not yet familiar with mediation as a concept, let alone its advantages over judicial dispute settlement. Therefore, it is also the Network's objective to support its Members in spreading information relating to the effectiveness of mediation procedures.

3. Our activities

In order to achieve the objectives mentioned above, the AIA and the Network conduct the following activities:

- ✓ The Network Members assist each other in terms of training the mediators. EMTPJ (see below) can be regarded as a good example of the mediation course;
- ✓ The AIA operates as a research hub in order to keep Members aware of the latest developments in the mediation sector. Results of this research are published in the AIA Newsletter "In Touch";
- ✓ The Network encourages its Members to work together and to share information, good practice and know how. The AIA inspires the Network Member's to attend each other's events so that each Member's activity can have an impact on the development of mediation processes throughout Europe;
- ✓ The Network encourages academic institutions in all EU states to include ADR and mediation as part of the mandatory curriculum.



Advisory Board Meeting of the AIA European Network of Mediation Centres

III. Successful Stories in Mediation

We would like to share some of the success stories that Network Members witnessed while conducting mediation.

1. Family mediation

A representative of the Spanish Organization ADIMER (Associació per a la Divulgació de la Mediació i Resolució de Conflictos) had the pleasure of working in mediation regarding a divorce matter. Although family cases seem to be nothing special, this one was, first of all because the parties who requested mediation were French natives. Second, it involved a child which it is not easy to mediate, especially if the mediator does not speak the same language as the parties.

So how do you get started, given these circumstances?

Both parents had been living in Spain for a while, so luckily they spoke a bit of Spanish. Therefore, the mediator explained the procedure to them in Spanish, agreeing that the parties would speak French between each other.

What appeared to be a lost case, became an enlightening experience at the end. At the beginning, the husband did not understand why his wife wanted to divorce. The mediator could have done counselling, but chose not to, letting the parties discuss matters between each other instead. They did it successfully, being respectful to each other's side of the story. Little by little, they started to make concessions!

At the end, the parties agreed that one parent would go back to France and the other would stay in Spain with their daughter, who would come over to the former during the holidays. Months after mediation, the mediator received a phone call from one of the parties, who thanked her for all the work done and sounded truly happy.

What the mediator learned from this, is that mediation goes even beyond linguistic barriers and what is more, it never ceases to amaze!

2. Commercial mediation

We would like to speak about two commercial mediation cases: the first one involves a representative of InMEDIA and the second case was mediated by a representative of GMI.

A representative of InMEDIA once conducted mediation between two companies concerning a contract they had recently terminated. The company delivering the product was a small family-run Italian company that designed and manufactured plastic components for industrial machines. The client was a South American company dealing with agricultural products. The contract itself related to the design, production and instalment of certain components as well as to the training of the local staff on how to run and maintain the installed product. Payments were to be made by instalments until completion of the work.

The performance of the contract went smoothly, until the Italian technicians arrived in South America. Among the technicians were the owner of the company, who was an expert in the

field, and his brother, who was also his co-worker. The first problem arose when the CEO of the client company refused to pay the last two instalments. He believed that the amount for specialized workers was not to be paid, given the fact that the supplier had not sent any 'special employees', but the company's chairman and his relative, who had already been paid for the work. Only the use of additional employees would have justified the additional fee. When the technicians returned to Italy, the chairman sought the advice of a lawyer, who told him to 'come to an agreement with the client, otherwise you'll lose'. At this moment, they decided to try mediation.

Now, what happened in reality?

For the reason mentioned above, the client felt he had been tricked and believed the supplier was trying to take advantage of him. However, this was never the supplier's intention: the fact that the chairman came personally to finish the job was, according to him, a way of showing responsible and reliable management. This was not perceived like that at all.

There had also been miscommunication between the parties, who did not speak each other's languages. In order to be fully understood, the supplier decided to communicate in English, which he spoke perfectly. Since the client did not speak English, he always needed his secretary to act as an interpreter. What the supplier saw as 'acting professionally', was seen as discourtesy by the client, who believed that Italian and Spanish were alike enough to enable direct communication. He thought the supplier was merely trying to assert his superiority over him and did not fully respect him, which confirmed his belief that the supplier was trying to make him pay more than he was supposed to pay. The supplier saw the resulting behaviour of the client (e.g. not listening and nor paying any attention during discussions) as rude and disrespectful, confirming his belief that the client did not want to pay what he owed him. Neither side could overcome these beliefs, so that neither of them could have any other explanation for the current situation.

The best way to deal with this as a mediator is to ask the right questions. Questions are indeed very useful because they automatically focus the attention. For instance, think about how different things would have gone if the client had asked from the beginning why the supplier spoke English and addressed his secretary, or if the supplier had asked from the beginning why the client was upset. If they had asked each other these questions, they probably wouldn't have needed a mediator in the first place. All the mediator had to do was ask these questions. Once these questions were answered, an agreement could easily be reached. No alternative solutions had to be found: the given answers sufficed.

During the session, the only thing the mediator had to worry about was the language barrier between the parties. At first, the mediator used both languages, addressing each party in their own language. Not long after, the parties realized that they did not have to speak a different language to make themselves clear. Besides, there were no complaints about the product itself, and as far as the money was concerned, numbers are universal.

The agreement was reached with a handshake, for which the lawyers had to prepare the papers only. The lesson that the mediator learned from this session was that mediation is a unique tool which, sometimes, gives you a broader view of reality than anything else.

In our second commercial mediation case, a representative of GMI dealt with a dispute between partners in a general partnership with legal personality that worked in the fish market business. Because the business was relatively new (it existed only for two years), big investments had to be made. Also, the parties expressly stipulated in the agreement that each party was under the obligation to provide his services to the interests of the partnership.

Only one of the two partners worked on the premises of the company on a regular basis (8 hours a day, 5 days a week), while the other acted as a legal representative and was in charge of 'public relations', doing business in his own name at the same time. When the former partner (Partner A) requested a salary for working full-time in the company, the latter (Partner B) responded that it was his contractual duty to do so, so that no salary was due. Since profits were only expected after the third year of operations, the disagreement escalated into a conflict: Partner A stopped providing his services, called a lawyer and expressed his wish to terminate the partnership if he did not get paid for his work. Partner B told his 'partner' through his lawyer that he would consider that as a direct violation of the contract and that if he didn't start working immediately; he would be excluded from the business.

Through mediation, a mutually satisfying solution was found. All Partner A wanted was recognition for his work and therefore he was happy to be made a legal representative with full decision-making power. It was in his best interest to keep working with Partner B, given the money and work already invested in the new business. Partner B was happy to assign the representation rights to Partner A, since it would give him more time to pursue his own business. Thus, through a mediated solution, the parties managed to solve the conflict, the 'winners' being on both sides!

3. Real estate mediation

A representative of GMI had also to mediate a real estate dispute concerning the sale of a flat in a block of buildings comprising both residences and medical clinics.

The vendor, a real estate company, had just sold a flat on the fourth floor to a retired man. The building served for two purposes: the first three floors were used as a hospital, while all floors above were to be used as residences only. Three months after the sale, this limitation was reversed by majority voting, so that the whole building could be used for professional purposes as well. While the majority of co-owners were in favor of this decision, the vendee was against it. He claimed that one of the flats on the fourth floor had been sold to a doctor, who used it as a laser therapy centre, contrary to the initial agreement. It could not be denied that the noise and frequent presence of customers caused him certain inconveniences.

During mediation, the vendor offered the man a written apology and suggested to exchange his flat for one located on a higher floor. The vendee accepted this offer and the conflict was resolved.

4. Lease mediation

This case mediated by a representative of Concilia, involved both family and commercial aspects. Comunic  srl operated in the sector of marketing of radio services and was the tenant of premises owned by Rome Properties. Both companies were owned by a single shareholder, Mario Rossi, until his death. Upon succession of his estate, the entire capital of Comunic  srl passed to his son Carlo, whilst the Rome Properties went to the younger son, Massimiliano. Under the division, the lease continued with a rent of €15,000 per annum as established by the father during his lifetime.

The conflict arose when Carlo complained to his younger brother Massimiliano that a significant part of the premises could not be used for many days of the year because of the flooding. This made him demand early termination of the lease, but under Italian law Carlo first needed to try mediation.

The mediation meeting started with certain difficulty, and it became clear at the first joint session that the brothers had not been talking to each other for more than a year. The rent had nevertheless been paid up to that date, and the part of the premises affected by the flooding was not essential for carrying on the business.

At a private session, Carlo explained to the mediator that he was not prepared to continue with the lease for more than six months. Then, also at a private session, Massimiliano claimed that he wanted damages for three years of the remainder of the lease. He went on to argue that once he obtained possession of the premises he would have to carry out substantial renewal works prior to re-letting it to another business, besides the trouble of finding a suitable tenant in the current market. Carlo told the mediator confidentially that he had already signed another lease for other premises, but needed a period of six months for alterations to them before he could transfer his business there.

Finally, the parties agreed on Carlo continuing with the lease for a further year, rather than six months and also renewing the premises ready for re-letting. This solution allowed Massimiliano to have a reasonable period of time to find new tenants in the current market, whilst it meant that Carlo would be able to do the works on his new premises under less pressure. This solution was satisfactory to both, but also restored their relationship as brothers. The family had lost recently both father and mother, and mediation had brought them back from their estrangement. Also, of interest to Carlo, better conditions had been created for the future of the business with a reduction of its future costs.

5. IT mediation

This mediation case conducted by a representative of InterMediation concerned an international consultancy contract issued in the UK and performed in the Middle East between a consultant Spanish national, who resided in Germany (Party A) and a London-based International Management Consultancy (Party B).

Party A had contracted with Party B to work on a major project in the Middle East. Party A had to report to a local manager as part of a large team of experts connected via a sophisticated IT

work platform. The contract term was initially 6 months at a fee of \$30,000 with 12-monthly renewal thereafter.

When Party A arrived on site, the team was not yet complete, so the work pressure was higher than expected. The manager wasn't on site very often, so communications were difficult. The accommodation was OK, but travel to the site was difficult: Party A required a taxi, as driving formalities were complex and would cause delay, while the purchase of an air-conditioned vehicle capable of desert commuting would be too expensive.

Therefore, Party A considered that Party B had violated the contract. Party A decided to look for a different work and to continue the project work remotely as much of it was web-based anyways. Party A left the Middle East and worked from his house in Germany, where he could be better available for interviews and save accommodation and travel expenses. This continued for a month until new work was secured. Party A notified Party B of this and submitted an invoice for 3 months work (\$15,000 worth of unpaid consultancy).

Party B considered that Party A had breached the contract by leaving the place of work without consultation and not giving any notice of termination as stipulated in the contract. Party B claimed damages for damage caused to their relationship with the client, loss of reputation and the expense of recruiting a replacement and hiring an interim consultant.

Party A gave notice of proceedings in London for \$15,000 debt owed and breach of contract. Having referred to the Ministry of Justice website, he read the Court advice to consider mediation before resorting to litigation and the listing of InterMediation as an independent accredited mediation provider and made contact. InterMediation then independently relayed the suggestion to mediate as a formal offer, which Party B accepted.

The mediator first held some private calls with both parties to focus on the issue at hand, the parties' needs and interests as well as the possible alternatives.

It became clear that the parties did not know each other's expectations: they were potentially \$185,000 apart. The mediator also found out they were not referring to the same documentation, as was pointed out when they sent their background papers, though this remained confidential under the EU Code of Conduct for Mediators until specific authority was obtained from each to disclose and discuss this.

Also, Party B was unsure of the possible jurisdictional effects on the process that would take place outside the English and Welsh law stipulated in the contract. Party B also feared the possibility of legal proceedings in Germany or Spain. Party A had an Italian legal advisor unfamiliar with the UK law and proceedings. However, if proceedings were initiated, Party A intended to appear in person, without involving representatives. Because of this neither party wished to incur the risk, complexity, business damage and cost related to litigation.

The initial conversations were confidential and "without prejudice" (i.e. not admissible or affecting any formal proceedings or legal positions should the mediation fail) and were conducted by way of 'shuttle mediation' (i.e. the mediator conducts separate private discussions with each party) in order to allow the parties to be open and frank and to enable a quick assessment of their positions and interests.

The parties got the opportunity to be properly heard and understood for the first time since communication broke down. They could fully explain their key points, even those not supported by documentation. Through some searching questions in a safe environment, it was made possible to reevaluate what would happen in court and to examine what the parties really needed.

What Party A really needed was recognition and fair payment for the work successfully completed. Party A had entered many projects as a contractor, so it was important that there was no reputational damage. On the other hand, Party B wanted to limit reputational damage as well through avoiding public dispute as well as the costs of legal procedure.

Through a joint telephone conference call, the parties got to hear each other's issues and concerns directly from each other, while the presence of a mediator kept the discussion on a level of mutual respect that could not have been achieved otherwise.

The parties reached the basis of an agreement in less than an hour. At the end, Party A got \$7,500 and a satisfactory reference as well as the withdrawal of Party B's counterclaim. Party B achieved finality without incurring any cost or risk and without loss of reputation. Payment was made for the work done satisfactorily, though only what Party B considered fair, given the circumstances. Both parties agreed that there was still potential for joint work in the future if they required each other's expertise. All this was achieved in little over a week at a very low and fixed proportional cost. No party had to even leave the office.

IV. Recent Developments in European Mediation and ADR

Court proceedings are quite often costly and time-consuming. Alternative dispute resolution (ADR) methods, in particular mediation, bring constructive solutions to existing disagreements, saving time and money and helping to maintain and even strengthen the relationship between disputing parties.

The EU Directive on Mediation

The EU Directive 2008/52/EC on certain aspects of mediation in civil and commercial matters adopted on the 21st of May 2008 and in force since the 21st of May 2011 (Directive) became a major step in establishing mediation in Europe. The Directive applies to cross-border disputes. However, nothing prevents a Member State from extending its application to domestic disputes as well, which has been done by a number of countries, including France, Greece, Italy, Portugal and Belgium. By contrast, in England and Wales the Directive has been implemented only with respect to cross-border disputes.

Implementation of the Directive

The implementation process was finalised in the majority of Member States on time. However, infringement proceedings for failure to comply on time with the Directive were initiated in respect of nine countries. Thus, in July 2011 'letters of formal notice' were sent to the Czech Republic, Spain, France, Cyprus, Luxembourg, the Netherlands, Finland, Slovakia and the United Kingdom. Finland, Slovakia and the United Kingdom notified the Commission about national measures taken for transposing the Directive and infringement proceedings were terminated as a result. However, the other six countries failed to do so and received a reasoned opinion, as per the announcement of the Commission on the 24th of November 2011. Until today, only Austria, Estonia, France, Greece, Italy and Portugal have notified the Commission that they have implemented the Directive, while Lithuania and Slovakia have provided notification of the competent courts for enforcing cross border mediation settlements.

In the Czech Republic the Mediation Act No. 202/2012 Coll. came into force only on the 1st of September 2012. In France the Decree No. 2012-66 of the 20th of January 2012 on amicable resolution of disputes and the Ordinance No. 2011-1540 of the 16th of November 2011 transposing the Directive were enacted, adding a new chapter on out-of-court dispute resolution to the French Code of Civil Procedure. Luxembourg, on the 24th of February 2012, introduced a legislative framework for mediation in civil and commercial matters into its New Code of Civil Procedure. Spanish Law on Mediation in Civil and Commercial Matters (Ley 5/2012) was approved on the 6th of July 2012. The same day, the 2nd Chamber of the Dutch Parliament adopted Act 33 320 which aims to implement the Directive. However, Act 33 320 notes a difference between domestic and cross-border disputes with consequences to the right of refusal to testify. Actually, the Netherlands are working on a totally new mediation law, based on Ard Van der Steur's proposal. The issue of confidentiality in mediation has raised a lot of concerns as to the desirability of it in this form of dispute resolution and its consequences. The new pending proposal highlighted by Ard Van der Steur will solve a lot of these problems.

Cyprus has recently issued a new Legal Act no. 159(I)/2012 on certain aspects of mediation in civil and commercial matters, in conformity with articles 6(3) and 10 of the Directive; it was published in its Official Journal (*Cyprus Gazette*) no. 4365 on 16/11/2012 (entry into force).

In Italy, the implementation of the Directive 2008/52/CE was realized through the government's Legislative Decree no. 28/2010 concerning "mediation aimed at conciliation in civil and commercial disputes". The most controversial aspects of Legislative Decree no. 28/ were the rules on mandatory mediation in certain cases; the parties to these disputes were required to attempt mediation prior to commencing litigation before the courts. The Decree lasted until October 2012; the Constitutional Court found the Legislative Decree unconstitutional on the grounds that it made mediation mandatory since the government had exceeded its legislative authority delegated to it by the Parliament.

On the 15th of June 2013, the government resurrected the provision by announcing a new mandatory mediation legislature, ensuring mediation's legal basis would be achieved via a parliamentary statute. The provision creates an opt-out system in certain disputes, whereby all plaintiffs are supposed to attend mediation within 30 days of the initial dispute; if the parties suspect that mediation does not "fit" their needs, they can withdraw from it while each paying a nominal fee.

Objective of the Directive

The objective of the Directive is threefold. First, it aims to reinforce the quality and security of mediation by encouraging initial and further training of mediators and adherence to voluntary codes of conduct by mediators and organisations providing mediation services as well as guaranteeing the confidentiality of mediation and the enforceability of settlement agreements resulting from mediation.

Second, the Directive purports to promote mediation as an autonomous dispute resolution process either by authorising a court to invite parties to attend an information session on the use of mediation or to use mediation to settle the dispute; or to make the use of mediation compulsory or subject to incentives or sanctions, provided the parties are not thereby prevented from exercising their right of access to justice.

Third, the Directive sets up minimum rules to ensure a balanced relationship between mediation and judicial proceedings, by providing that parties choosing mediation are not subsequently prevented from initiating judicial proceedings due to the expiry of limitation periods.

Application of the Services Directive to Mediation

The Mediation Directive, however, does not address a situation when a mediator established in one Member State is willing to provide mediation services in another Member States. This issue is dealt with in other pieces of the EU legislation, in particular, in the TFEU and the Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market (the Services Directive).

The Services Directive, recital 64, emphasizes the necessity to abolish any restrictions on the freedom of establishment and the free movement of services that exist in national law of Member States and are incompatible with Arts. 49 and 56 TFEU (ex Arts. 43 and 49 EC) in order to establish a genuine internal market for services. Should the Services Directive be applicable to mediation services, mediators established in any of the Member States can benefit from the freedom of establishment (if the provider is established in the Member State where it provides its services) and freedom to provide services (if, due to the temporary nature of the activities concerned, the provider is not established in the Member State where the service is provided).

However, according to Art. 17(6) of the Services Directive, its provisions on freedom to provide services are not applicable to matters covered by Title II of the Directive 2005/36/EC of the European Parliament and of the Council of 7 September 2005 on the recognition of professional qualifications (the Professional Qualifications Directive), as well as requirements in the Member State where the service is provided which reserves an activity to a particular profession.

Under Art. 3(1)(a) of the Professional Qualifications Directive, a regulated profession is a professional activity “access to which, the pursuit of which [...] is subject, [...] by virtue of legislative, regulatory or administrative provisions to the possession of specific professional qualifications”. Even though Art. 4(2) of the Mediation Directive requires that Member States encourage the training of mediators, currently some Member States treat mediation as a regulated profession (requiring vocational education of specified duration, passing of professional examination, registration with a governmental authority or a professional association), whereas other Member States do not have formal requirements for persons willing to practice mediation.

With respect to the regulated professions, pursuant to recital 31 of the Services Directive, it only deals with questions other than those relating to professional qualifications, for example professional liability insurance, commercial communications, multidisciplinary activities and administrative simplification.

Cases are known where the ECJ analysed in light of the Services Directive certain rules applicable to regulated professions. In Case C-119/09 the ECJ held that Art. 24(1) of the Services Directive must be interpreted as precluding national legislation, which totally prohibits the Members of a regulated profession, such as the profession of qualified accountant, from engaging in canvassing.

Thus, mediation services are regulated by the Mediation Directive (matters of ensuring the quality of mediation; confidentiality of mediation), the Professional Qualifications Directive (regarding the recognition of professional qualifications of mediators if they are deemed to be a regulated profession), and the Services Directive (free movement of mediation services, if a mediator is deemed to be not a regulated profession; issues of professional liability insurance, commercial communications, etc.).

Application of the Services Directive to Third Country Nationals

In the Member States, which allow third country nationals to be registered as mediators and provide mediation services within a Member State, a question may arise whether such persons

benefit from the provisions of the Services Directive on free movement of services and freedom of establishment.

According to Art. 2(1) of the Services Directive, it applies to services supplied by providers established in a Member State. The concept of “provider” covers any natural person who is a national of a Member State and is engaged in a service activity in a Member State in exercise either of the freedom of establishment or of the free movement of services (Recital 36 of the Services Directive).

Thus, though a third country national may successfully practice mediation in one or several Member States where national laws allow it, he/she may not rely on the Services Directive to benefit from the freedom of establishment and free movement of services, which remains the domain of natural persons who are nationals of Member States.

Application of the Services Directive to Notaries

Article 2(2)(l) of the Services Directive excludes from its scope “services provided by notaries and bailiffs, who are appointed by an official act of government”, however, this provision does not give a clear cut answer to the question whether mediation services provided by notaries are also excluded.

Previously, in Joined Cases C-372/09 and C-373/09, the ECJ held that the activities of court experts in the field of translation did not constitute activities which were connected with the exercise of official authority for the purposes of Art. 45 EC (now Art. 51 TFEU), since the translations carried out by an expert were merely ancillary steps and left the free exercise of judicial power intact, so that such translation services could not be regarded as activities connected with the exercise of official authority.

Similarly, in our case mediation services offered by a notary are clearly outside of the usual scope of activities performed by a notary, whose usual responsibility is to authenticate signatures, documents and copies, and such mediation services constitute ancillary activities that are not connected with the exercise of official authority. Therefore, there may be a plausible argument that mediation services offered by notaries fall within the scope of the Services Directive.

Mediator Qualification Requirements and Freedom to Provide Services

As it has been mentioned above, some Member States have set requirements to mediator’s qualifications. However, such requirements are not uniform among the Member States. An important issue is whether a mediator, established in a Member State that requires mediators to have relatively low number of training hours, may enjoy the freedom to provide mediation services in another Member State, where mediators are subject to training of longer duration.

Pursuant to Art. 5(1) of the Professional Qualifications Directive, Member States are prohibited to restrict, for any reason relating to professional qualifications, the free provision of services in another Member State if the service provider is legally established in a Member State for the purpose of pursuing the same profession there. Therefore, a mediator established in a Member State may provide mediation services in another Member State even if the host Member State requires more lengthy professional training than the home Member State.

However, according to Art. 5(2) of the Services Directive, this provision applies only when the service provider moves to the territory of the host state to pursue its profession on a temporary and occasional basis.

With respect to the freedom of establishment, under Art. 13(1) of the Services Directive, if access to or pursuit of a regulated profession in a host Member State is contingent upon possession of specific professional qualifications, the competent authority of that Member State shall permit access to and pursuit of that profession, under the same conditions as apply to its nationals, applicants possessing the attestation of competence or evidence of formal qualifications required by another Member State in order to gain access to and pursue that profession on its territory. Such attestations of competence or evidence of formal qualifications shall confirm a level of professional qualification at least equivalent to the level immediately prior to that which is required in the host Member State (as described in Art. 11).

In the absolute majority of cases mediators fulfil this requirement – they hold a diploma certifying successful completion of training at post-secondary level of at least three years' duration at a university or establishment of higher education as well as some professional training (i.e., professional mediation training), which corresponds to the level of qualification provided for in Art. 11(d) of the Professional Qualifications Directive, which is immediately prior to the highest level of qualification, provided for in Art. 11(e).

Thus, under the Professional Qualifications Directive a mediator may exercise his freedom to provide services or freedom of establishment, even if a Member State where a mediator is established requires professional mediation training of shorter duration than a Member State where the mediator seeks to exercise these freedoms. In practice, this means, for instance, that a German mediator, after completion of the EMTPJ course and accreditation in Belgium, may offer mediation services in Austria despite the higher training requirement applicable to mediators in Austria.

The Services Directive and Professional Insurance Requirement

Some Member States require mediators to procure adequate insurance coverage, but would a requirement for mediators to purchase insurance as a precondition to exercise freedom of movement of services or freedom of establishment be compatible with the provisions of the Services Directive?

The Services Directive by its Art. 14(7) prohibits Member States to make access to, or the exercise of, a service activity in their territory subject to, in particular, an obligation to take out insurance from a provider or body established in their territory. Previously, the ECJ has addressed similar requirements, in particular, the ECJ concluded that it is contrary to the EU legislation for national rules to require that, where financial security is provided by a credit institution or insurance company situated in another Member State, the guarantor must conclude an agreement with a credit institution or insurance company situated in France (Case C-410/96); by requiring undertakings engaged in the provision of temporary labour which are established in other Member States to lodge a guarantee with a credit institution having its registered office or a branch office on Italian territory, the Italian Republic has failed to fulfil its obligations under the EU law (Case 279/00).

Therefore, it is prohibited for a Member State to require a mediator established in another Member State to procure insurance from an insurance company established in the Member State where the mediator seeks to provide its mediation services. To hold otherwise would, first, put additional constraint on a mediator by requiring him/her to have duplicate insurance and, second, unreasonably favour insurance companies established in the Member State where mediation services are to be rendered.

However, the Services Directive does not affect the possibility for Member States to require insurance as such (Arts. 14(7), 23 of the Services Directive). Nevertheless, such requirement is also subject to a number of limitations, so that mediators may be required to procure professional insurance only appropriate to the nature and extent of the risk to their clients – parties in a dispute, and such insurance may be required to have cross-border coverage only if a mediator actually mediates cross-border disputes. Also, a Member State where a provider (i.e., a mediator) seeks to be established, may not require professional liability insurance if the provider is already covered by an insurance which is equivalent, or essentially comparable, in another Member State in which the provider is already established.

Requirements to Nationality of a Mediator or Parties and the EU Law

Pursuant to Art. 6 of the Mediation Directive, Member States shall ensure that it is possible for the parties (or for one of the parties with consent of the others) to request a settlement agreement resulting from mediation to be made enforceable. Thus, a question arises whether requirements, for instance, that only nationals of a Member State where enforcement of such agreement is sought may request enforcement, or that a settlement agreement needs to be signed by a mediator who is a national of the Member State where enforcement is sought, are compatible with the EU law.

First, Arts. 14(1), 16(1)(a) of the Services Directive prohibit Member States to make access to, or exercise of, a service activity in their territory subject to compliance with discriminatory requirements based directly or indirectly on nationality. Furthermore, authorization schemes and other restrictions, even if justified by overriding reasons relating to the public interest, should not be discriminatory on grounds of nationality (recital 56 of the Services Directive). The Services Directive also addresses possible discrimination through the “backdoor”: Member States are obliged to ensure that the recipient of services is not subject to discriminatory requirement based on its nationality (Recitals 94, 94, Article 20(1)).

Second, Art. 4(1) of the Professional Qualifications Directive provides that the recognition of professional qualifications by the host Member State allows the beneficiary to gain access to the same profession as that for which he is qualified in the home Member State and to pursue it in the host Member State “under the same conditions as its nationals”.

Thus, the Services Directive and the Professional Qualifications Directive prohibit Member States, first, to impose discriminatory requirements based directly or indirectly on the nationality of the mediator and, second, to impose such requirements on the recipients of the mediation services – parties to the mediated dispute. In particular, requirements that, to be enforceable, a settlement agreement resulting from mediation shall be signed by a mediator of

a particular nationality, or that only nationals of a particular Member State may request enforcement of a settlement agreement reached in mediation, are contrary to the EU law.

As a conclusion, even though the issues of freedom of establishment and freedom to provide services are not addressed directly in the Mediation Directive, mediators who are nationals of the Member States may benefit from those freedoms pursuant to the Services Directive and the Professional Qualifications Directive. These instruments of the EU law prohibit the discrimination on the grounds of nationality of a mediator, restrict the authority of Member States to mandate professional insurance, and, most importantly, provide for recognition of mediators' qualifications in another Member States so that mediators who got training through courses such as the EMTPJ (see below) may get their qualification recognized and provide mediation services throughout the 27 Member States of the European Union including Denmark, even though it opted out from the Mediation Directive.

Legislative proposals on ADR and ODR for consumer disputes

Considering that the lack of harmonisation of ADR processes across the EU inhibits the effectiveness and the uptake of ADR schemes, the Committee on Legal Affairs of the European Parliament (JURI) adopted the report on alternative dispute resolution in civil, commercial and family matters on 13 October 2011 and invited the Commission to submit a legislative proposal on the use of alternative dispute resolution for consumer matters in the EU by the end of 2011.

On 29 November 2011 the European Commission published a Communication on Alternative Dispute Resolution for consumer disputes in the Single Market and two legislative proposals for a Directive on ADR for consumer disputes (Directive on consumer ADR), and a Regulation on online dispute resolution for consumer disputes (Regulation on consumer ODR).

The legislative proposals for the Directive on consumer ADR and the Regulation on consumer ODR aim at making it easier for consumers to secure redress in the Single Market whether they are buying online or offline and, therefore, they effectively contribute to growth and economic stability through enhanced consumer demand. The two proposals complement each other. The implementation of the Directive will make quality ADR entities available across the EU for all consumer complaints related to contractual disputes arising from the sale of goods or the provision of services, which is a key requirement for the functioning of the ODR platform which will be set up by the Regulation. The proposed legislation covers contractual disputes between consumers and traders arising from the sale of goods or the provision of services. This includes complaints filed by consumers against traders but also complaints filed by traders against consumers. However, the proposals do not cover disputes between businesses.

On the 21st of June 2012, JURI prepared an Opinion for the IMCO Committee of the European Parliament, proposing solutions for improving the Commission's proposals. JURI considered that ADR should not be made mandatory, but Member States must create incentives or impose sanctions while courts should provide information to encourage its use. The Directive should not apply to complaints filed by traders against consumers, because ADR is a consumer redress instrument used to eliminate the imbalance existing between traders and consumers and facilitating consumers seeking redress. In order to avoid the submission of irrelevant cases to ADR entities, there should be a requirement that an amicable solution must be found before a

dispute is submitted to the ADR entity. Member States should also be able to set minimum thresholds for the value of the claim. The principles of independence, legality and confidentiality should be included in the Directive. The Commission and the Member States should jointly assure the training of individuals involved in ADR procedures as it is crucial, in particular, to increase trust in ADR procedures and their outcome. The Directive should also ensure that ADR in general suspends limitation and prescription periods.

The amendments proposed in respect of the Regulation on ODR refer, among others, to extension on the scope of the Regulation to both cross-border and domestic disputes arising from online and offline transactions, and renaming the platform to “online signposting platform”, in order to describe its function (“signposting”) and scope (covering as an online tool both online and offline transactions) more explicitly.

On 18 June 2013, the ADR Directive (Directive 2013/11/EU) and the ODR Regulation (Regulation (EU) 524/2013) were published in the Official Journal of the European Union (L 165, Volume 56, 18 June 2013).

The rules on ADR aim at ensuring that consumers can recourse to quality alternative dispute resolution entities for all kinds of contractual disputes against traders, irrespective of what they purchased and whether they purchased it online or offline, domestically or across borders.

The ADR Directive seeks to promote ADR in the consumer sphere in the EU by encouraging the use of approved ADR entities that ensure minimum quality standards. More specifically, it requires Member States to assure the impartiality and transparency of their approved ADR entities and ensure that they provide transparent information about their services, offer their services at no or nominal cost to the consumer, and hear and determine complaints within 90 days of referral. The Directive applies to domestic and cross-border disputes concerning complaints by a consumer resident in the EU against a trader established in the EU. Thus, it does not apply to traders’ complaints against consumers or to trader-to-trader grievances.

According to its *Article 8*, Member States shall ensure that ADR procedures are available and easily accessible online and offline to both parties irrespective of where they are, as well as that the parties have access to the procedure without being obliged to retain a lawyer. Furthermore, ADR procedure must be free of charge or available at a nominal fee for consumers. Lastly, the outcome of the ADR procedure must be made available within a period of 90 calendar days from the date on which the ADR entity has received the complete complaint file.

Member States shall ensure that in ADR procedures which aim at resolving the dispute by imposing a solution, the solution imposed may be binding on the parties only if they were informed of its binding nature in advance and specifically accepted this (*Article 10*). ADR procedures should not be designed to replace court procedures and should not deprive consumers or traders of their rights to seek redress before the courts (*Preamble, Point (45)*).

The ODR Regulation provides for the EU Commission to set up an EU-wide online platform for managing consumer disputes that arise from online transactions (offline transactions are excluded). National ADR entities will receive the complaint electronically and seek to resolve the dispute through ADR, using the ODR platform exclusively if they wish. The platform will link all the national alternative dispute resolution entities and operate in all official EU languages.

Traders will need to provide consumers with adequate information on ADR and ODR with the view to raise consumers' awareness in this field.

EU Member States are required to bring into force the legislation and administrative provisions necessary to comply with the ADR Directive by 9 July 2015 at the latest. The ODR Regulation, which is binding on Member States directly, will take effect from the 9th of January 2016 in respect of the bulk of the provisions.

V. European Mediation Training for Practitioners of Justice



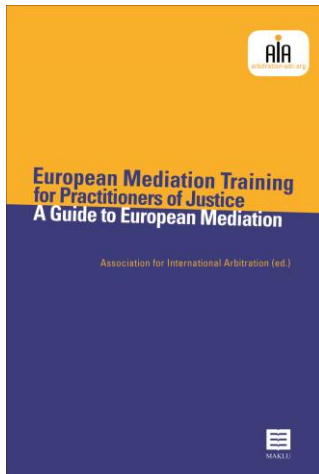
The European Mediation Training for Practitioners of Justice (EMTPJ) is a project of the AIA initiated in 2010 with the support of the European Commission and in collaboration with the HUB University of Brussels, Belgium and Warwick University, the United Kingdom. From the very beginning EMTPJ presented an opportunity for professionals from around the world to get together and be trained as a new class of mediators for the first time since the adoption of the EU Directive on Mediation.

EMTPJ is a two-week training program, which consists of 100 hours of intensive training sessions, including an assessment day. The EMTPJ aims to introduce and promote the concept of European mediators in civil and commercial matters. The course covers the following essential topics: conflict theory and mediation, intervention in specific situations, theory and practice of contract law in Europe, EU ethics in mediation, analytical study of conflict resolution methods, the stages in mediation process, and practical training sessions.

The ultimate goal of EMTPJ is to enhance and integrate the different mediation cultures of the EU Member States into one, legally sound method of international dispute resolution. It brings together attendees from all over the world, creating a multinational and multicultural environment that fosters exchange of different perspectives, experiences and gives possibility to form a genuine international mediation outlook. Upon successful completion of the EMTPJ, participants may apply for accreditation at mediation centres worldwide.

The EMTPJ is recognized by the Belgian Federal Mediation Commission according to the Belgian Law of 21 February 2005 and the decision of 1 February 2007 concerning the settlement of the conditions and the procedure for the recognition of training institutes and of trainings for accredited mediators. Furthermore, every year the EMTPJ is additionally accredited by more than fifteen mediation centres around the globe, in particular, from Belgium, China, Greece, Italy, Latvia, Portugal, Romania, Spain, the UK, Ukraine.

The distinguished faculty of EMTPJ lecturers, for example in 2012, included Mr. Johan Billiet, Mr. Philipp Howell-Richardson, Mr. Philippe Billiet, Mr. Alessandro Bruni, Mr. Andrew Colvin, Mr. Frank Fleerackers, Dr. Paul R Gibson, Ms. Lenka Hora Adema, Mr. Willem Meuwissen, Ms. Linda Reijerkerk, Mr. Arthur Trossen, and Mr. Jacques de Waart.



For the first time in 2012 the AIA also managed to assemble all the texts of the lecturers in the book: “European Mediation Training for Practitioners of Justice: A Guide to European Mediation”, AIA (ed.). This book may be regarded as the unique guide on mediation in Europe and on how to become an EU qualified mediator. It is of particular interest for those willing to practice mediation. The enclosed DVD contains a mock mediation conducted during a regular practical session of EMTPJ 2011, which is commented by one of the EMTPJ lecturers.

For further information about EMTPJ training please visit the training’s website: www.emtpj.eu

VI. Members of the Network - Information and Contacts

1. ADIMER (Associació per a la Divulgació de la Mediació i Resolució de Conflictos)



The Association for the promotion of mediation and conflict resolution (ADIMER) is a private non-profit organization established in 2003 to disseminate the culture of Mediation and Conflict Resolution. It is our desire to improve relationships through the peaceful conflict resolution.

ADIMER unites psychologists and lawyers specialized in mediation and offers a comprehensive service to help resolve problems. When needed, ADIMER provides legal advice and counselling by a group of specialists in the field.

We contribute to the dissemination of the culture of mediation and conflict resolution. We participate in training activities that contribute to the promotion and development of mediation in families, schools, businesses and communities and provide advice on mediation and conflict resolution to public or private entities that request it. ADIMER collaborates with other entities, whose activities coincide with our objectives.

Our activities are focused on implementing and participating in courses, seminars and conferences on mediation and conflict resolution, designing research projects in collaboration with other entities and developing specific projects on mediation and conflict resolution, counselling and consulting activities.

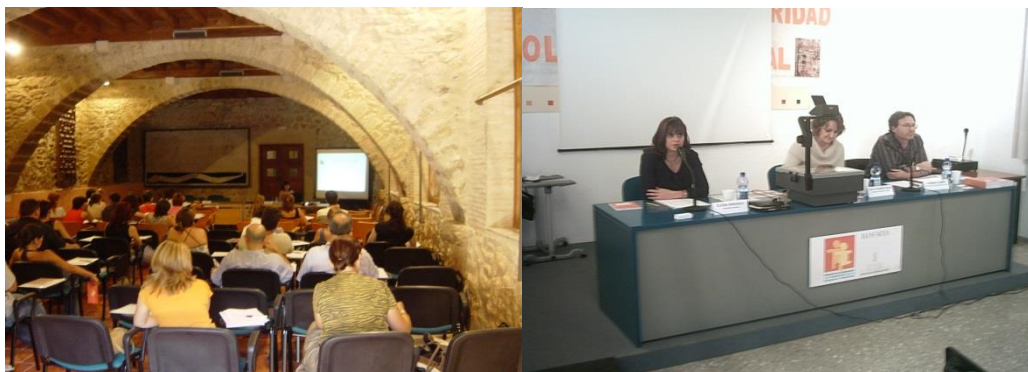
Contact Details

Postal address: Luis Armelles, 4-8. 46940 Manises

Telephone: +34 626 375 992

E-mail: adimer@adimer.org

Website: <http://www.adimer.org>



Trainings and meetings of mediators in Spain

2. Bemiddeling vzw



Bemiddeling vzw

Bemiddeling vzw promotes the use of mediation in various professional and private settings to resolve disputes. Bemiddeling vzw supports expansion of mediation practices of family and social mediators as well as in civil and commercial matters. For this purpose

Bemiddeling vzw organizes trainings and seminars, where its members can broaden and deepen their knowledge and expertise and have the opportunity to participate in networking. Furthermore, Bemiddeling vzw works on raising public awareness and increases, thereby, the level of support.

Contact details

Postal address: Bonheidensteenweg 58, 2812 Muizen (Mechelen)

Email: info@bemiddelingvzw.be

Website: www.bemiddelingvzw.be

3. CEDIRES (Centre for Dispute Resolution)



CEDIRES was launched in Belgium at the end of 2011. CEDIRES was founded by its President Dr. Kris Wagner (LL.M., Harvard) and H el ene de Looz-Corswarem, its current Vice-President.

The objective of CEDIRES is to offer high quality dispute resolution services in order to allow individuals and companies to solve their disputes rapidly and at acceptable costs.

What distinguishes CEDIRES from traditional centres for mediation and arbitration, is its exceptional flexibility, its speedy procedures, its ability to offer low-cost mediation and arbitration services for small and medium-sized businesses, combined with its ability to offer the highest quality mediation and arbitration services for the most complex and high-stake national and international disputes.

CEDIRES has rapidly grown to become a team of approximately 30 Members, some of whom are amongst Belgium's most famed legal professionals, including five university professors, and six (former) heads of bar associations. CEDIRES has immediate access to a vast international network, facilitated by its Member Mr. Johan Billiet, President of the AIA. In addition to the remarkable team constituting CEDIRES, the association has other aces distinguishing it from its competitors. The CEDIRES Rules of Procedures, for instance are a sophisticated yet simple set of rules, easily understandable, since the CEDIRES Rules of Procedures are to a large extent based on the UNCITRAL Rules, which have withstood the test of time. For the sake of simplicity and

transparency, CEDIRES uses only one set of Rules, for mediation as well as for arbitration. If a mediation attempt before CEDIRES would happen to fail, it would however not be a pointless effort since the procedure continues in that case as an arbitration. The parties therefore have the guarantee that eventually their dispute will be resolved. The absence of appeal and the possibility for company lawyers to plead, can in many cases contribute to important cost savings. Furthermore, CEDIRES mediation and arbitration proceedings can be organized anywhere in the world.

Contact Details:

Postal address: CENTER FOR DISPUTE RESOLUTION ASBL / VZW, Château du Bois d'Angre, Bois d'Angre 8, 7133 Buvrines, Belgium

Telephone: + 32 (0) 476 46 08 74

Email: info@cedires.be

Website: www.cedires.be

4. CEDRAC (Cyprus Eurasia Dispute Resolution and Arbitration Center)



CEDRAC is committed to excellence.

An overview of CEDRAC is as follows:

- offers highly efficient and cost-effective dispute resolution services;
- a new fresh regional and international organisation with the highest professional standards based in Cyprus (with access to facilities in Greece);
- a court overseeing activities and case management;
- equipped with state-of-the-art rules;
- service oriented arbitration and mediation management within the common law jurisdiction in the region;
- neutrality by design and base;
- operating in an arbitration friendly jurisdiction;
- with modern commercial infrastructure.

The governing body of CEDRAC services is CEDRAC Court, which acts as the appointing authority in cases referred to it, monitors and reviews the proper application of CEDRAC's rules and promotes the objectives of CEDRAC.

Professor Loukas Mistelis, Director of the School of International Arbitration at Queen Mary, University of London is the Inaugural Chairman of the CEDRAC court. David Goldberg, Partner, Arbitration Group, London and Moscow, of White and Case LLP and Alecos Markides, former Attorney General of Cyprus, Inaugural Vice-Chairmen of the CEDRAC Court, work together with a team of 11 other well-known members of the international arbitration community. Dr Marcos Dracos is the Inaugural Secretary of the Court and Registrar. Dr Dracos is Barrister at One Essex

Court, London and a qualified Counsel in Cyprus. Andreas Eleftheriades, President of European University Cyprus, is the President of CEDRAC Board and Zacharias Palexas, Partner, Parthenon Trust, is the Co-President of CEDRAC Board.

Contact Details:

Postal address: CEDRAC - Cyprus Eurasia Dispute Resolution and Arbitration Center
6, Diogenous Str., Engomi, P.O. Box: 22006, 1516 Nicosia-Cyprus

Telephone: +357.22.713000

Fax: +357.22.662051

E-mail: zpalexas@cedrac.org

Website: www.cedrac.org



European University Cyprus: CEDRAC offices



CEDRAC event at the university auditorium

5. CONCILIA



CONCILIA is the leading Italian ADR provider accredited by the Italian Ministry of Justice for training mediators and mediating civil and commercial matters. CONCILIA has more than 15.000 trained professionals and more than 15 years of activity.

Established in 1999 CONCILIA is based in the heart of Rome and comprises more than 20 secondary offices all over Italy and abroad. In many secondary offices, CONCILIA manages a significant number of negotiations, mediations, conciliations and arbitrations every year. Abroad, CONCILIA uses a network of organizations operating in ADR that allows us to handle mediations, negotiations and arbitrations throughout the world.

Our mediators are professionals in the field of ADR, corporate, civil and commercial law, international and EU Law and many of them acquired the necessary preparation, in particular, in the Anglo-Saxon countries (UK and USA).

Our partners are practitioners in dispute resolution, with many years of expertise in ADR and dispute management techniques.



TRAININGS

(Avv. Alessandro Bruni)
Founder



MEDIATIONS

(One of our Mediation Rooms)



CONFERENCES

(Presentation conference
of MBB Italy Chapter)

Our partners constantly participate in international ADR activities and/or trainings, as, for instance:

- UIA World Forum of Business Mediation Centres (as speakers);
- GEMME forums (as founding Members);
- Chartered Institute Meetings (as Members – MCI Arb or FCI Arb);
- ICC Mediation Competition;
- CIMJ (International Conference of Judicial Mediation) meetings;
- Mediators Beyond Borders International;
- Avocats Sans Frontières, Italian Section;
- IMI - International Mediation Institute;
- YMI - Young Mediation Initiative;
- UN Environment Forum - Copenhagen 2009;
- UNCITRAL Working Group II, on International Arbitration and Conciliation, UNO Headquarters, New York – USA.

CONCILIA was Operating Partner in the Consortium for the EU Project "Support to the ADR in the Serbian Judiciary", financed by the European Agency for Reconstruction of Belgrade, for the training of Judges of the First Municipal District Court of Belgrade.

Over the last fifteen years CONCILIA has worked with top professionals and contributed significantly to the development of the ADR system in Italy.

OUR SERVICES:

We provide training courses in negotiation, civil and commercial mediation, conciliation, family mediation, neuro linguistic programming (N.L.P.), arbitration, strategic management of human resources and strategic communication.

We provide consultancy for the opening and management of civil and commercial mediation chambers for public administrations, associations, professional offices, etc.

We get involved in the management of banking, financial and company mediations, civil and commercial mediations, family mediations, negotiations, arbitrations (national and international) and transactions.

Since 1999, major groups, companies, lawyers, notaries, accountants, governmental departments, chambers of commerce, ministries, universities, choose CONCILIA due to our credibility, reputation and professionalism.

CONTACT DETAILS

Headquarters: CONCILIA, Via Castelfidardo, 18 – 00185 ROME, Italy

Telephone: +39 06 42016845

Fax: +39 06 93387583

E-mail: concilia@concilia.it

Website. www.concilia.it



International Congress on Mediation,
organized by CONCILIA, Lecce,
18 September 2009



Presentation of the Italian Professional Chapter of
Mediators Beyond Borders International (MBB),
organized and hosted by
CONCILIA, Rome, 9 October 2010

6. EJC (European Judicial Chamber)



European Judicial Chamber

The European Judicial Chamber (EJC) is a private non-profit organization established in May 2012 in Sofia, Bulgaria. The main objectives of the EJC are the study, clarification and development of the European legislation and its implementation in Bulgaria as well as the promotion of alternative methods of dispute resolution. Arbitration, along with mediation, is an increasingly

preferred method for dispute settlement, especially in the dynamic world of trade and Bulgaria does not fall behind these tendencies

The Court of Arbitration established at the EJC (CA at the EJC) has devoted efforts to respond to those demands. It is functioning as an independent, permanent arbitral institution that settles proprietary civil and commercial disputes as well as disputes involving filling of gaps in contracts or their adaptation to newly established facts, regardless of the seat or domicile of the parties. As an alternative to formal litigation, the CA at the EJC manages a more flexible, incomparably faster and cost-effective procedure for dispute resolution. For cases of international nature, the arbitration procedure is a way to eliminate the concerns that the prudent party may face in connection with filing a lawsuit in a foreign legal system.

The Rules for Establishing, Reviewing and Resolving the Cases by the CA at the EJC provide for



EJC Team

the *neutral persons* chosen to resolve the case to act as both mediators and arbitrators. By implementing this hybrid approach (the so called “Med-Arb”) and combining the benefits of both techniques, we hope to facilitate the preservation of good manners between the parties and further extend their business relations. In addition, reaching an agreement at the initial stages of the proceedings means lower expenses for the parties and less work for the arbitrators.

With the purpose of administering high-quality services tailored to the specific needs of our clients, we have engaged some of the authorities on legal theory as well as law practitioners with wide range of expertise in different jurisdictions. Among them are university professors specialised in civil and commercial law and lawyers experienced in domestic and international cases. Many of them are registered mediators. The working languages of the court are Bulgarian, English, German and Russian.

Contact Details:

BG-1111 Sofia,

Geo Milev Quart.

25 N. Kopernik Str.

tel.: +359 882 307 017

mobile: +359 882 330 002

e- mail: office@ejchamber.eu

website: <http://ejchamber.eu>



EJC Team

7. GLEAMED (Greater London and East Anglia Mediation LLP)



GLEAMED was established as a Regional mediation provider in April 2008 and now offers civil & commercial, workplace, family, community, and international mediation services. We are accredited by the Civil Mediation Council for the provision of civil, commercial and workplace mediation, and by the Family Mediation Council for the provision of family mediation – and hold a Legal Services

Commission contract for the provision of publicly funded family mediation services. We are a Ministry of Justice approved mediation provider shown on their Civil & Commercial and Family Mediation websites. Our mediators also undertake community mediation, mostly by working pro-bono for one of the charity-based Community Mediation Providers in our region.

In addition, GLEAMED has a Joint Mediation Programme with The Institute for Democracy and Conflict Resolution at the University of Essex, which provides mediation training and supports both the Institute's and University's more specialised international conflict resolution work.

Our Panel is made up of widely experienced, multi-disciplined, insured and accredited mediators able to handle a wide variety of disputes. These include:

- a surveyor, e.g. for construction, property and boundary disputes;
- an ex-tribunal judge, e.g. for employment disputes;
- lawyers, e.g. for personal injury, professional negligence, inheritance/probate, rental and leasing disputes;
- solicitors specialising in marital law for all family matters;
- business professionals, e.g. for commercial disputes;
- an ex-charity director for community matters;
- HR professionals for workplace disputes;
- an engineer for manufacturing/industrial matters;
- a Doctor who is a General Practitioner and Medical Centre Director for medical matters.

Other specialisations include the defence, public and corporate sectors; international organisations; coaching and training. This enables GLEAMED to match our service to a wide variety of disputes and has resulted in 41 of our last 50 mediations (82%) reaching settlement.

GLEAMED often provides mediation in the early stages of a dispute, to help people to reach an agreement that puts an end to the trouble, time, and cost of the litigation process, but also becomes involved in the later stages, especially when the Court refers a matter to mediation.

GLEAMED is based in Colchester but has offices and mediation venues available in London and around East Anglia.

Contact Details:

Postal address: Greater London and East Anglia Mediation LLP, St. Martin's House, Colchester, 63 West Stockwell Street, Colchester, Essex CO1 1HE

Telephone: 01206 217133; Fax: 01206 5487

E-mail: mediation@gleamed.co.uk

Website: www.gleamed.co.uk

8. GMI (Greek Mediation Institute)



Greek Mediation Institute is an independent non-profit organization established in Greece with the aim to encourage the use of alternative dispute resolution techniques, and particularly, to promote mediation to legal practitioners and the general public. GMI's logo "SYNESIS" is derived from the Greek word "ΣΥΝΕΣΙΣ", which originally means understanding, sense, bringing together, agreeing.

GMI is run by some of the most highly regarded mediators in the field who have been involved in dispute resolution for many years. Zoe Giannopoulou, Elena Koltsaki and Nana Papadogeorgaki are lawyers and accredited civil and commercial mediators (by ADR Group, UK) and also accredited Trainers for mediators (The Toolkit Company, The Netherlands). Our founders are all practicing lawyers of a high academic profile (PhD and LL.M. holders) in the field of civil and commercial law and have extensive experience in drafting contracts and conducting negotiations. They are continuously involved in advanced professional training in ADR (MATA, UK, Harvard Negotiation Institute). They are also assigned by the Bar of Athens & the Bar of Thessaloniki to conduct seminars and bring theory into business practice and into the judicial system in Greece through lectures and role play simulations.

Mediation in Greece is still in its relevant infancy. Despite the fact that alternative dispute resolution processes have always been a part of the country's legal culture, the word "mediation" has made its formal entry into the national legal system in December 2010 by the enactment of Law 3898/2010, which implemented EU Directive 2008/52. Although mediation is an alternative dispute resolution procedure which undoubtedly saves time and cost, it is still far from being well-established and fully integrated in Greece. In this respect, GMI since its inception, has the ambition to improve awareness and understanding of ADR procedures in Greece especially among people with little or no knowledge of the benefits available to them and has taken a leading role to ensure that mediation becomes an attractive alternative dispute resolution method.



GMI provides mediation, consultancy and training services of high quality. We are counting on our expertise, insight, ethics and the variety of services. GMI addresses everyone: individuals and companies, lawyers and judges, public and private institutions to increase awareness of ADR and help parties resolve their disputes.

To achieve this ambition GMI has been collaborating with private and public organizations

to establish cooperation in order to promote the use of ADR and its benefits. Furthermore, GMI, synonymous with excellence in quality, also works closely with a selected group of professionals and is being invited by local Bar Associations and Commercial Chambers, to organize a series of events and courses throughout the year, in order to provide their members a comprehensive insight into the world of ADR and mediation. Finally, GMI has initiated a research project to be carried out in 2012, the results of which will serve as a useful guide to “make mediation happen” in Greece.



Greek Mediation Institute headquarters

Contact Details:

Postal address: 27, Tsimiski Str, 54624, Thessaloniki, Greece Telephone: +30 2310 230184

Fax: +30 2310 230185

E-mail: info@www.gmi-mediation.com

Website: www.gmi-mediation.com



Presentation “Mediation - The new way of resolving disputes”
at Arta's Chamber of Commerce, April 2012

9. In Media



Established in Milan, Italy, in 2008, “In Media” means mediation culture.

Our association is something completely new for Italy as we put together professionals from different areas of practice who collaborate with each other in the various activities undertaken. Our statutory goals include the promotion of conflict management, negotiation and mediation skills, *i.e.* relationship culture.

During the last few years we have organised courses for professional mediators, workshops, seminars, conferences, shows and social gatherings so that mediators and mediation enthusiasts can get together.

We are committed Members of Progetto Conciliamo, the pioneering project of the Milan Court of Appeal which aims to promote mediation and we also took part in discussions between training providers and the Ministry of Justice at the time the 28/2010 Decree was drafted.

Our *Mediabreakfasts* and *Mediaperitifs* are very popular. We meet once a month, before going to the office or after work, to talk and think about commercial mediation (in the mornings) or other kinds of mediation in the evenings when we can swap stories and hear about our colleagues' experience.

This year we have planned a series of meetings and study groups on collaborative work methods via internet, and the use of IT for online mediation.



Contact Details:

Postal address: Via Melloni 10 - 20129 Milano

Telephone: +39 02 76280877

Fax: +39 02 87152532

E-mail: info@associazioneinmedia.it

Website: <http://www.associazioneinmedia.it/>

10. Institute of Arbitration



The Institute of Arbitration is a non-governmental organization, established in Brussels in 1994, completely independent from business or commercial chambers, consumers' organizations, Bar Associations or States.

The neutrality of this institution is ensured by applying the fundamental principle of separation of powers which is an inherent element in any jurisdiction.

- The **administrative authority** is exercised by a General Secretariat which allocates tasks to the departments and has a legislative function by regularly updating the arbitration rules in a changing world.
- The **judicial instance**, composed by the arbitration committees and their Arbitral Courts, settles disputes in accordance with the arbitration rules.
- The **executive order** is within the bailiffs' responsibility who are in charge of the enforcement of an award.

The rules of mediation

Mediation is essentially different from the court proceedings by holding confidential meetings instead of opening debates to public. The success of this method has considerably increased due to the fact that **Standard Dispute Rules** (SDR) include mediation and oblige parties to try to resolve their conflict by mediation prior to referral to arbitration.

In some cases parties choose mediation without concluding an agreement prior to the dispute.

Even if there are rules applicable to the process, mediation depends completely on the will of the parties to respect such rules. This is an advantage but also a weakness. Therefore, we always try to make parties proceed with arbitration if the mediation fails.

Such approach offers the biggest advantage that parties know what exactly the next step will be if they leave the mediation table. This increases the chances of success.

Importance of mediation

In the beginning we tried to reduce the number of arbitrations through the usage of mediation. But now mediation is used more when parties have not foreseen arbitration or if arbitration is expensive in their opinion. The advantage of mediation is to offer a solution at a reasonable price in a reasonable time.



In institutional mediation, mediators are volunteers or they have formally agreed to limit their fees to the existing tariff. The level of fees is more important in mediation than in arbitration because you can't make one party fund or refund the other party.

Internet

Internet is a very useful instrument for all kinds of mediation. In many countries specialists create their own application to manage mediation in commercial, civil and family matters.

An important objective is to standardize national (domestic) and cross-border online dispute applications. Therefore we created a specific multilingual and multi-currency platform: www.lisdirect.net.

However, resolving disputes by ODR (Online Dispute Resolution) requires more than simply keeping records and data. All parties want to save time, reduce travel costs and avoid any unnecessary traffic jams. For this reason we have also integrated web-conferencing, which does not require uploading software on user's computers nor divulcation of an username (ID) to the other party, as contrary to other applications.

At this time the Institute of Arbitration processes claims and disputes mainly in the following matters:

- construction;
- real estate;
- transport & logistics;
- distribution & franchising;
- ICT & industry;
- patents & trademarks;
- mergers & acquisitions;
- banking & insurance;
- heritage;
- international trade & development.

Contact Details:

Postal address: 68b Drève Sainte Anne,
1020 Brussels, Belgium

Telephone: +32 (0) 2 790 12 66 (9am-12am)

E-mail: info@euro-arbitration.org

Info Website: www.euro-arbitration.org

ODR Website: www.lisdirect.net



11. IM (Integrierte Mediation)

INTEGRIERTE MEDIATION



Integrated Mediation (IM) is an NGO and welfare association focused on the professional and intellectual issues subjected to mediation in its broadest sense. We believe that the idea of mediation is to guide the parties with knowledge and competence through any conflict resolution process. IM, therefore, allows a broader and more effective access to justice.

IM was founded in 2001 in Germany. Now there are IM associations also in Austria, Latvia and Switzerland. Our Members additionally are located in various countries, like Estonia, Hungary, Bulgaria, Russia, USA and others. As we are located in different countries we try to adjust our approaches to each country and culture where the intention is to create general common standards. Additionally, IM provides all the means and methods professionals need in order to work on cross-border conflict resolution.

The idea which is behind IM:

The more mediation is defined by law the more it becomes based on a mechanistic juridical view where the process has to run in a linear logical manner. To make the “pure mediation” run in practice, there are requirements to be respected. In many countries, for example, it is prohibited for mediators to act as a decision maker. Hence, pure mediation is not allowed for judges, superiors and consultants. As a consequence parties need to split the proceeding, which often appears unnatural in respect of the dynamics of conflict and their own conflict strategy, not talking about the costs that increase.

IM wants “the form fitting to the fuss” rather than “the fuss fitting to the form”. Dealing with conflicts is described best as being a psychological process of recognition. Based on this psychological understanding, mediation recognizes the elements, functions and factors leading to consensus inside and outside the formal mediation process. In short, mediation describes the best possible way of achieving conflict resolution. IM involves this knowledge adding some methods where parties might be accompanied through the whole conflict resolution handling. It especially offers support in shifting from confrontation to cooperation. IM strives to achieve one single goal - the satisfaction of the parties and all the people involved in conflict resolution processes.

Based on a systematic point of view there are many opportunities, resources and chances available helping parties to reach the best results possible independently from formal or procedural limitations. IM enriches the world of conflict resolution as it claims to have the meta-procedure which embraces all the ways of conflict resolution under one roof. Therefore, IM might be seen as another approach to mediation different from facilitative, evaluative or transformative mediation. It includes and gathers all the means and interfaces available in different conflict resolution systems to secure consensus.

IM obtains a very pragmatic outcome from what sounds difficult, abstract and almost impossible in theory. Nevertheless its practice is proved and the effectiveness has been

evidenced already by research. In fact IM is nothing else but mediation. Only the competence of a mediator needs to be improved, as he will work close to the limits where cooperation is still possible. The knowledge and the competence of an integrated mediator allow him to encourage people to cooperate and achieve a consensus wherever communication happens. The benefits are increasing the satisfaction of the parties, improving the services available, and providing a fast and flexible navigation throughout the process utilizing the interfaces.

The IM concept helps to improve the atmosphere of a constructive debate. Our mediation centres, therefore, provide research, increase the awareness of mediation in general and of integrated mediation in particular. For this reason integrated mediation has already been called the “customer friendly mediation”.

Since integrated mediation is much more than just using some mediation skills outside the court, it needs to have on board highly qualified mediators who are able to mediate even in hostile environments. For this reason our centres provide trainings in mediation enriched by the knowledge of integrated mediation as well as further advanced education in integrated mediation.

Contact Details:

Integrierte Mediation e.V. Im Mühlberg 39 D-57610 Altenkirchen

Telephone: +49 (0) 2681 986257

Mobile: +49 (0) 170 5454091

Fax: +49 (0) 2681 986257

E-mail: office@in-mediation.eu

Website: www.in-mediation.eu

Integrierte Mediation Österreich / Austria Wehlistraße 55/4/38 A-1200 Wien

E-mail: office@integrierte-mediation.at

Integrierte Mediation Schweiz / Switzerland c/o René Huber Tulpenweg 30 CH-3250 Lyss (BE)

E-mail: rene.huber@in-mediation.eu

Integrētā Mediācija Latvijā / Latvia Alberta Iela13, LV-1010 Rīga

E-mail: Dace.beinare@gmail.com

Website: www.in-mediation.eu/lv

12. InterMediation



InterMediation is headed up by an EU mediator, accredited by the Federal Mediation Commission of Belgium. It is accredited by the UK Civil Mediation Council (of which it is a founder Member) for civil and commercial mediation, registered for workplace mediation, recognised by the Ministry of Justice Civil Mediation Directory, a Board Member of the National Mediation Providers Association and a Member of the EU Network of Mediation Centres. InterMediation is an original signatory of the EU Code of Conduct for Mediators and accredits graduates of the EMTPJ.

Established in the City of London in 1996, InterMediation was one of the very first mediation specialists operating as an independent private company and run on a business basis. It was also different in having multi-professional resources using highly-experienced accredited mediators from many different professional backgrounds, not just lawyers. It remains unique in its range of experience and processes: international, civil and commercial, workplace and community. Some of our mediators are also qualified in family matters and we deploy neutral experts and arbitrators where appropriate. It has been recognized for two consecutive years for its ground-breaking Award-winning Telephone Mediation by Insurance Times as Claims Innovation of the Year 2006 & 2007. InterMediation also offers training in conflict prevention and resolution to individuals, professionals, business, authorities and teaching institutions from introduction and foundation level up to accredited mediator practitioner level.



InterMediation operated the Claims Mediation Centre at Lloyds of London and pioneered mediation schemes in the insurance market, public authorities and one of the largest retailers. Its established track record means that InterMediation is both one of the most experienced Mediation organisations and one which can easily grasp and deal with both any depth and volume of issues. We arrange a resolution process to fit both the parties and the nature of the dispute – we are skilled in using hourly and time-limited techniques by telephone conference, as well as half or full day or longer processes for more complex cases. We are the award-winning experts in Telephone Mediation.

Contact Details:

Postal address: The Mediation Centre, Law Court Building, University of Hertfordshire De Havilland Campus, Hatfield, Herts AL10 9EU

Telephone: 020 7977 0600

Mobile: 07733 222 612

Fax: 0845 280 3044

Email: john.gunner@intermediation.com

Website: www.intermediation.com



Participants of the first course for Law Faculty at University of Hertfordshire trained in ADR by InterMediation. The course was led by EMTPI graduate John Gunner

13. Mediācija un ADR



MEDIĀCIJA UN ADR

MEDIATION AND ADR was founded on the 7 April 2005. We are Members of the Latvian Mediation Council (non-governmental organisation with public functions) and are the leading mediators training organization in Latvia.

Our main aims and tasks are:

1. to promote the development of implementation and application of ADR forms (mediation, conciliation, expertise, arbitration etc.);
2. to assist the parties to the dispute and their representatives when choosing a specialist;
3. to take part in policy-making processes (in working groups created by governmental institutions);
4. to promote and improve professionalism of our Members and assure the highest possible ADR level;
5. to unite ADR professionals to achieve common aims.

Our association also provides lectures, training courses and seminars on mediation and ADR. Several Members are practicing mediators in civil, family and criminal cases and are managing the mediation training courses. Our Members acquired their training in Latvia and abroad (USA, Great Britain, Germany, etc).

The Members of the association participated in the Draft Mediation Law and Draft Civil Procedure Law (part on mediation) working group and are the authors of different books on mediation (Bolis J. "Mediācija", Zumente-Steele U. "Mediācija Skolā") and numerous publications.

Contact Details:

Postal address: Krišjāņa Barona str. 88, Rīga, LV-1001, Latvia

Telephone: +371 29696866

Fax: +371 29370708

E-mail: rada.matjusina@gmail.com

Website: <http://www.mediacija.lv/ADR/>

14. NMv (Dutch Mediators Association)



The Dutch Mediators Association (NMv) was founded in 2002 and since the beginning NMv has shown a solid growth in mediators. We are the largest mediators' association in the Netherlands with more than 1.000 mediators. The Membership in the association is open to mediators from all backgrounds and not linked to professions such as lawyers or psychologists. NMv is a young and vivid organization where most activities are

organized by and along with Member mediators.

NMv is primarily an organization serving the profession of mediation. To this end NMv is committed to a rapid and effective flow of mediators from novice to experienced mediators. NMv also supports professionals who are not fully committed to making mediation their daily profession, but embrace the essence of mediation in their practice by using mediation techniques and thus spreading the word of mediation in a different way.

For both groups of mediators NMv provides focused amenities. Among those amenities there are various professional (liability) insurances, discounts for conferences, (international) magazines, the possibility of participation in peer groups, support in setting up and maintaining a professional practice and so on. Furthermore, we also advise the national representatives, whose voice is heard in Dutch politics, national stakeholder organizations and institutions to promote mediation and the professional mediators. We believe that the profession of mediation is the responsibility of the mediators and their organizations. Independent mediation organizations support that goal and act in line with it; national mediators associations and organizations in the Netherlands have now rallied and joined forces to reorganize the interests of mediators. The joint task is to enlarge the market for mediators and to promote mediation. NMv strives to create an environment for the mediators in which they are able to exercise their profession to the fullest and are able to continuously professionalize, which also includes a sound system of registration. To achieve this, NMv together with other mediators and mediation institutions initiated the pooling of resources and redistribution of the various tasks involved within all those organizations. This process will further develop in 2012.

To create a level playfield internationally NMv supports the strengthening of international mediation promotion and professional mediators by combining forces of various national mediation organizations. We aim to establish a professional European standard for mediators and support the growth of existing and installation of new equivalent mediation organizations throughout Europe.

Contact Details:

Postal address: Nederlandse Mediators Vereniging, Secretariaat, Postbus 15051, 1001 MB Amsterdam

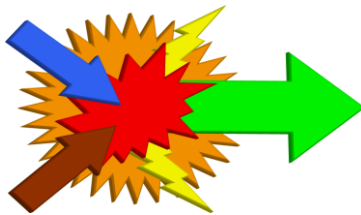
Telephone: 020-627 89 49

Fax: 020- 627 03 22

E-mail: info@mediatorsvereniging.nl

Website: <http://www.mediatorsvereniging.nl>

15. The RAKMO Institute - Centre for Mediation and Conflict Management



The RAKMO Institute is an institute for development of relationship and conflict management culture, education, counseling, research and publishing.

The main purposes of the Institute are:

- raising awareness about interpersonal conflicts and need for their acknowledgement and discovering more constructive ways for dealing with them;
- developing and spreading knowledge and skills for conflict management and conflict transformation;
- promoting and performing mediation and mediation training;
- spreading and developing of interpersonal relationship and conflict management culture.

Main activities for achieving this purpose are:

- education and training on conflict management and transformation (seminars, workshops, lectures);
- training for mediators;
- training for leading workshops on conflict management;
- organizing events (conference, congress, etc.) in the field on conflict management and conflict transformation;
- mediation and counseling; and
- research and publishing.

Rakmo Institute is a leading organization in the field of transformative mediation and one of the leading organizations in the field of mediation in Slovenia. Since 2006 more than 500 participants have been trained in mediation at Rakmo Institute.

Mediators of the Institute are mediating in all fields, but most of the cases are from family, school and workplace mediation fields. Rakmo Institute also developed the model of proactive family mediation, which was presented at the Third European Mediation conference in Paris in 2010 and it promotes proactive workplace mediation as well.

The model of mediation that is predominantly used in the Institute is transformative mediation, since we are promoting mediation in early stages of conflict and the goal of mediation is not primarily settlement, but transformation of interaction between parties, where as settlement is a side effect. In this respect we are cooperating with the Institute for the Study of Conflict Transformation and are organizing Trainings on Transformative Mediation for European Participants.



On 11 and 12 November 2011 RAKMO Institute organized The First International Congress of Transformative Mediation. The Congress took place in the capital of Slovenia, Ljubljana. Participants came from many European and also other countries. The keynote speaker was Joseph P. Folger, PhD. who is one of the founding fathers of Transformative Mediation. For information about the congress please visit the official web page of the Congress at <http://www.rakmo.si/international-events/congress.html>.

Mediation Trainers of the Rakmo institute with Joseph P. Folger (in the middle).



Presentation and group work at the 1st International Congress of Transformative Mediation in 2011 in Ljubljana.

Rakmo Institute also published several books on conflict management and mediation (in Slovenian Language), among others the translation of The Promise of Mediation, the foundational literature on Transformative Mediation.

RAKMO institute is also a co-founder or founding Member of:

- MEDIOS – Association of mediation organizations of Slovenia;
- European Association for Transformative Mediation;
- European Mediation Network Initiative.

Contact Details:

The RAKMO Institute – Centre for Mediation and Conflict Management

Kuzmičeva ul. 2

1000 Ljubljana

Tel.: +386/1/436 41 17 or +386/40/731 431

Email: info@mediacija.com, info@rakmo.si

Web: www.mediacija.com; www.rakmo.si

16. SCMA (Standing Conference of Mediation Advocates)



The Standing Conference of Mediation Advocates (SCMA) is a cross-professional association of mediation practitioners dedicated to creating and maintaining benchmark standards in mediation representation. Comprising approximately 300 Members, including professional practices of solicitors, barristers, surveyors, engineers and accountants, it is the UK's leading provider of mediation advocacy training. It works closely with government, the professions, regulatory bodies and university law faculties to promote its aims.

SCMA is a multi-disciplinary cross-professional association of practitioners established to promote and deliver best practice and professional excellence in mediation advocacy through individual and corporate training and commercial activities, operated on a not-for-profit basis. The SCMA accreditation and membership indicates a quality threshold for mediation representation.



Delegates to the Nigerian Bar Association Conference in Abuja

SCMA provides a link between the mediator community and the lawyers, construction and financial industry professionals who wish to represent their clients at mediation. It advises governments, judiciaries and NGOs on mediation advocacy in the UK, UAE, Nigeria, Turkey, Hong Kong, Malaysia, France, Belgium, Croatia, Ghana, India, Nepal and the People's Republic of China. SCMA courses have been

run for the local Bars in Hong Kong, Lagos, Kathmandu, Istanbul, Ankara and Kuala Lumpur. In the UK it works with the General Council of the Bar, Law Society, Royal Institution of Chartered Surveyors, Institute of Chartered Accountants of England and Wales and Institution of Civil Engineers. It also provides full mediator training for RICS and ICE Members.

SCMA has delivered mediation awareness training at UCL and SOAS, University of London, and the law faculties of the Universities of Reading, Southampton, Cardiff, Birkbeck College, London, Manchester Metropolitan University, Nottingham Trent University, London Metropolitan University, the College of Law and BPP University College. It advises the UK Ministry of Justice,

and the Department for Business, Innovation and Skills; the Independent Standards Commission of the International Mediation Institute in the Hague, and the High Council of Justice in Brussels.



SCMA Event at London Metropolitan University

Contact details

Address: Chancery Lane, London WC2A 1LF

Email: agoodman@1chancerylane.com

Website: www.mediationadvocates.org.uk

17. SCMC (Shanghai Commercial Mediation Centre)



The Shanghai Commercial Mediation Centre (SCMC) was established on 8 January 2011 with the approval of the Shanghai Municipal Commission of Commerce and the Shanghai Administration Bureau of NGOs.

As an independent third party, commercial mediation institution, SCMC's team of mediation professionals not only understands well Chinese culture, but also has in-depth knowledge of domestic and foreign commercial legal issues. SCMC provides domestic and foreign enterprises and organizations in Shanghai with fast, efficient, cost-effective and flexible services to reduce litigation costs and time, and improve the overall efficiency of dispute resolution.

Adhering to the principles of "friendly settlement", SCMC assists Chinese and foreign parties in dispute resolutions in such areas as trade, investment, finance, securities, intellectual property rights, technology transfer, real estate, project contracting, transportation and insurance in a fair, independent and professional manner.

SCMC accepts a case according to the mediation agreement concluded directly between the parties. Under the circumstances that there is no mediation agreement, SCMC might also offer its services based upon the application of one party and the consent agreement of the other party. During the course of the mediation, the mediators shall, subject to the laws and international practices, respect the parties' will and the contractual agreements and conduct the mediation on the principles of fairness and reasonableness to encourage the parties to understand and compromise to reach a final settlement. This approach is intended to safeguard and develop the lasting cooperative relationship between the parties and their long-term interests.



SCMC is dedicated to the promotion of the development of ADR in China. On 28 April 2011, SCMC signed a cooperation agreement with the

Shanghai Arbitration Commission. From 11 May 2011 to 14 May 2012, SCMC paid a visit to the Hong Kong Mediation Council (HKMC) and the Singapore Mediation Center on invitation. On 3 March 2012, SCMC, together with HKMC and the Hong Kong International Arbitration Centre, successfully held the 1st Shanghai-Hong Kong Commercial Mediation Forum. On 30 May 2012, the Judicial Reform Office of the Supreme Court of the P.R.C. issued a notice to bring SCMC, as a sub-topic unit, into the project of reform of ADR system. In July 2012, SCMC visited the Center for Effective Dispute Resolution, the AIA and the Swiss Chambers of Commerce Association for Arbitration and Mediation further to their invitations. By taking such efforts, SCMC enhanced its global influence, accelerated ADR's popularization in China and promoted the judicial reform in China.

Contact details

Address: Unit A, No. 5, Lane 2525, Binjiang Ave., Pudong New Area, Shanghai

Tel: +86 21 50151866

Email: info@scmc.org.cn

18. TIM (Transylvanian Institute of Mediation)



The Transylvanian Institute of Mediation (TIM) is a unit created by the founding Member of the Ultrasilvam Mediators' Association (UMA), one of the largest professional associations of mediators from Romania.

The TIM activities are divided into 3 categories: mediation training programs, mediation services and consultancy.

Mediation Training Programs: This category includes basic mediation courses under the MEDIATOR I program, that has been followed by more than 500 participants in the last 4 years and the advanced mediation courses under the MEDIATOR II program (both fully accredited by the Romanian Mediation Council), the TIM/UMA mentoring program and the Master Mediator program which offers IMI certification.

Mediation Services: The second category includes all types of mediation services provided by TIM and UMA Members. We practice regularly the facilitative type of mediation (as required by the law in Romania), but some of our mediators are also using the transformative approach where needed. There are 9 mediators with TIM (authorized mediators enrolled in TIM/UMA mentoring program, professional mediators and master mediators) and more than 60 mediators with UMA.

Consultancy: Though mediation is rather new in Romania, TIM members have mediated more than 50 cases in 2011, mostly in family, commercial and organisational matters. Members of TIM created the first Community Mediation Center in Romania, in partnership with the Cluj County Council. We are mainly dealing with family, workplace and commercial disputes, but, through the Community Mediation Center, we try to develop our practice in such areas as local

public policies, environment and development disputes and citizen-local public administration conflicts.

Members of TIM advised the Cluj-Napoca Mayor's Office for the elaboration of the municipal development strategy (2004-2007), which involved mediation and facilitation in multi-party disputes between various interests groups. TIM members signed consultancy contracts with private companies and public organizations for the implementation of conflict management systems. TIM also works with local authorities and the Babes-Bolyai University of Cluj-Napoca (BBU) to implement and promote mediation at the community level, both in the city and the county.

Accordingly, this year's program of activities includes:

- development of rural community mediation offices within the Cluj County;
- training mediators under both MEDIATOR I and II programs;
- advising the new University rector on setting up a conflict management system within this institution;
- finalizing the application for a major mediation training program for the benefit of the Orthodox Church of Romania;
- creation and development of our e-platform for managing mediation cases online, under the provisions of the new European proposed regulations for cross-border commercial disputes.

As our activities and programs can solidly prove, TIM is dedicated to make mediation one of the mainstream methods of solving disputes in Romania and to advocate worldwide the implementation and use of mediation for peaceful resolutions.



Contact Details:

Postal address: Romania 400684 Cluj-Napoca, Bd. N.Titulescu no.26 ap.1

Telephone: +40-757-405-054

Fax: +40-264-548-054

E-mail: office@ultrasilvam.com

Website: www.tim.ultrasilvam.r

The AIA network founded Euresolve Ltd incorporated in the UK, with a registered office in London. The creation of Euresolve Ltd resulted from several AIA Network meetings where it was decided that the creation of a new company would be an important foundation on which to build a tighter, more efficient network in order to enhance the exchange of information, experience and connections amongst all those interested in alternative dispute resolution. Fundamentally, the creation of Euresolve will allow all members to grow and develop together and continue to increase public awareness of mediation and its advantages.

VII. The AIA's IMI accredited Qualifying Assessment Program Tailored to European Cross Border Mediation



The AIA established a Qualifying Assessment Program (QAP) approved by the International Mediation Institute (IMI).

IMI is unique as it is the only organization in the world to cultivate global, professional standards for experienced mediators, advocates and others involved in the field of ADR. In addition, IMI convenes stakeholders, promotes understanding and disseminates skills all in a non-service provider capacity.

Establishing the European Mediation Training for Practitioners of Justice (EMTPJ) represented an important milestone for mediation as it allows participants to apply for accreditation in numerous jurisdictions both within and outside Europe thereby creating truly 'European Mediators'. Since then, it has become increasingly important for the AIA to obtain IMI approval in order to have an assessment recognized on a global scale that would cater to experienced, competent mediators, with the overall aim of promoting mediation as a profession.

The AIA offers the IMI assessment in different languages after agreement between the AIA and the candidate.

Those who take part in the AIA's qualifying assessment program and successfully become qualified and then IMI Certified will form part of a worldwide community of experienced mediators who's Profiles are freely searchable by users through the IMI open search engine.

Applicants must have 200 hours mediation experience and 20 mediation cases. For further details about the assessment please email the AIA at:

IMIQAP@arbitration-adr.org

AIA also supports the Young Mediators Initiative (YMI), which was established under the umbrella of IMI, with the aim of encouraging, connecting and assisting young mediators worldwide.

VIII) The Creation of Euresolve Ltd

The AIA network founded Euresolve Ltd incorporated in the UK, with a registered office in London. The creation of Euresolve Ltd resulted from several AIA Network meetings where it was decided that the creation of a new company would be an important foundation on which to build a tighter, more efficient network in order to enhance the exchange of information, experience and connections amongst all those interested in alternative dispute resolution. Fundamentally, the creation of Euresolve will allow all members to grow and develop together and continue to increase public awareness of mediation and its advantages.