

**PRIVATE AGREEMENT FOR THE SUBMISSION OF A DISPUTE TO
MEDIATION**

AGREEMENT made in today on/...../.....

BETWEEN:

A. with an identity card number and address the
..... (hereinafter the "**Part A**"),¹

and

B. with an identity card number and address the
..... (hereinafter the "**Part B**"),²

(Part A and Part B shall hereinafter be jointly referred to as the "**Parties**")

in the presence of the accredited mediator with an identity card number
..... co-signatory to this Agreement,

AGREE, STIPULATE AND ACCEPT THE FOLLOWING:

¹ In the case of a legal entity, replace with the following wording:

“**A.** with registered number represented by
(hereinafter "**Legal Representative**") with an identity card number and address the
..... (hereinafter the "**Part A**").

The Legal Representative shall be duly authorised to act on behalf of Part A on the basis of the decision of Part A enclosed to this Agreement as **Annex ...**”

² In the case of a legal entity, replace with the following wording:

“**B.** with registered number represented by
(hereinafter "**Legal Representative**") with an identity card number and address the
..... (hereinafter the "**Part B**").

The Legal Representative shall be duly authorised to act on behalf of Part B on the basis of the decision of Part B enclosed to this Agreement as **Annex ...**”

ARTICLE 1. SUBMISSION TO MEDIATION

- 1.1. The Parties agree to submit their dispute as referred to in **ARTICLE 2** below, to mediation, in order to explore the possibilities of an out-of-court settlement thereof.
- 1.2. For this reason, they appoint a mediator (delete what does not apply) the (delete that does not apply), accredited mediator (delete what does not apply) with registration number and address(hereinafter **“the Mediator”**).
- 1.3. The venue of mediation is..... located at and the date of the Mediation is set as..... starting at It is understood that the mediation process can be carried out using modern communication technologies.
- 1.4. The Mediator accepts his appointment and declares his independence, the absence of conflict of interest, neutrality and impartiality in relation to the dispute and the Parties, to the best of his knowledge as at this day.

ARTICLE 2. BRIEF DESCRIPTION OF THE DISPUTE

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

ARTICLE 3. PREPARATION STAGE

During the preparation stage that preceded, the Parties electronically delivered to the Mediator a concise report / summary stating the facts of their case and the rest of the case records. The purpose of this report is to inform the Mediator about the dispute.

ARTICLE 4. POWER OF DISPOSAL

The Parties and their Legal Representatives (if any) declare that they have the power to dispose of the subject matter of their dispute and for this reason, they may sign this agreement, as well as the agreement for the settlement of their dispute that may arise at the end of the mediation process.

ARTICLE 5. MEDIATION RULES

The Parties declare that they accept and have been fully informed by their Legal Representatives (if any) and the Mediator, and agree that:

- 5.1 The mediation process does not constitute a judicial or arbitral procedure.
- 5.2 Unless the Parties agree otherwise, the UNCITRAL Mediation Rules 2021 shall apply to the extent that they are not inconsistent with the provisions of this Agreement.
- 5.3 The Parties participate in this mediation process voluntarily, during which the Mediator will assist in exploring the resolution of the dispute between them and their settlement agreement.
- 5.4 The Mediator does not take decisions, does not provide legal services and does not have to rely on legal and other principles. However, it must act impartially and assist the Parties by facilitating dialogue and negotiation between them and is entitled to make recommendations that are not binding.
- 5.5 The Mediator communicates and may meet each of the Parties in private sessions as part of the Mediation process. Information obtained through such contacts with one Party shall not be communicated to the other Party without the consent of the Party from which such information was obtained.
- 5.6 The Parties may freely withdraw from the Mediation process at any time without giving any reason.
- 5.7 The Mediation process is confidential, no minutes are kept, and discussions held during Mediation may not be used in any civil, judicial or arbitration proceedings unless required by overriding reasons of public policy, in particular to ensure the protection of the primary interests of children or to avoid the risk of harm to the physical or psychological integrity of a person.

- 5.8 The contracting parties undertake to maintain the confidentiality of the mediation process, to refrain from any declaration as to the submission of their dispute to mediation (save for the purposes of adjourning any court proceedings) and to keep confidential the content of the agreement they may reach during mediation, unless:
- i Disclosure is required on imperative grounds of public policy, mainly to ensure the protection of the primary interests of children or to avoid the risk of harm to the physical or psychological integrity of a person.
 - ii The disclosure of the content of this agreement is necessary for its implementation or execution, in accordance with section 32 of Law 159(I)/2012 or if this is required for reasons of public policy.
- 5.9 If the dispute is brought before ordinary courts or in arbitration, the Mediator, the Parties, their Legal Representatives (if any) and those who participated in any way in the Mediation process shall not be examined as witnesses and shall be prevented from providing evidence arising from or related to the Mediation process, in particular, from referring to the discussions; statements and proposals of the Parties, as well as the views of the Mediator, except where imperative reasons of public policy so require, in particular to ensure the protection of the primary interests of children or to avoid the risk of prejudice to the physical or psychological integrity of a person.
- 5.10 The contracting parties agree that the Mediator may terminate the Mediation at any point in time if he considers that the case is unsuitable for mediation or if he considers that the procedure has reached a deadlock or if he considers that the settlement agreement reached by the parties is illegal.
- 5.11 During mediation the Mediator is only liable for fraud.
- 5.12 If an agreement is reached between the Parties to resolve all or part of the dispute, a settlement agreement is drawn up and signed by the Mediator, the Parties and their Legal Representatives (if any). Either party may (individually) submit the settlement agreement for enforcement purposes at any time to the court having territorial and subject matter jurisdiction in which the case is pending or is going to be brought.
- 5.13 If no agreement is reached, a report shall be drawn up which may be signed only by the Mediator.

ARTICLE 6. MEDIATOR'S REMUNERATION - MEDIATION COSTS

- 6.1 The parties bear the cost of conducting the Mediation and the remuneration of the Mediator in equal shares.
- 6.2 The Mediator's remuneration is euros per hour (VAT not included).
- 6.3 The Mediator's remuneration includes the cost of using the venue where the mediation will take place. Given the estimated minimum time of two hours for the preparation of the Mediator and the investigation of how to resolve the dispute, the total amount that the parties will have to pay in advance until the start of the process (as defined above) is EUR (VAT included).
- 6.4 In case the process lasts longer, the charge for the services of the Mediator will follow the above criteria and will be paid before the end of the Mediation.

This Agreement has been read by the parties and their Legal Representatives (if any) and signed by them in three (3) copies.

Signatures follow.

Part A

Part B

.....

.....

.....

Mediator