

**Rules for the Conduct of Commercial Mediations of the Albanian Commercial Mediation
& Arbitration Center (MEDART)**

**PART I
DEFINITIONS, INITIATING THE PROCESS, APPOINTING THE MEDIATOR**

Definitions

1. In these rules, unless the context otherwise requires,
 - a. "day" means a full 24-hour day but does not include Saturday, Sunday or a day that is a national holiday in Albania;
 - b. "Centre" means Qendra Shqiptare Ndermjetesimit dhe Arbitrazhit Tregtar;
 - c. "Mediation" means the use of an impartial third party to help the parties to resolve a dispute;
 - d. "Mediation Agreement" means a written agreement between the parties, or a clause or provision in a written agreement between the parties, which requires the submission of present or future disputes between them to mediation;
 - e. "Mediator" means the impartial person or persons, engaged to help the parties to resolve a dispute;
 - f. "Rules" means these Rules of the Centre for the Conduct of Commercial Mediation;
 - g. "Settlement Agreement" means a written agreement executed by the parties, on the advice of counsel where required, which resolves, partially or in whole, the dispute between them.

Initiating Mediation

2. Whenever the parties have by agreement provided for the mediation of their existing or future dispute(s) in accordance with these Rules, they shall be deemed to have incorporated these Rules into their Mediation Agreement.
3. Any party to a dispute may initiate mediation under these Rules by filing a written request for mediation with the Centre which shall include:
 - a. the names, addresses, telephone and facsimile numbers and e-mail addresses of the parties to the dispute and their representatives, if any;
 - b. a description of the dispute including, if possible, an assessment of its value;
 - c. a copy of the Mediation Agreement, if any; and
 - d. the appropriate fee as set out in the Centre's schedule of fees.
4. Where the request for mediation is not filed jointly by all of the parties, the party or parties filing the Request shall simultaneously send the request to the other party or parties.
5. The Centre shall promptly acknowledge receipt of the request for mediation in writing to the parties.
6. Where there is no agreement between the parties to refer their dispute to The Centre for mediation, any party or parties wishing to commence mediation proceedings pursuant to the Rules shall send to The Centre a written request for mediation, which shall include:
 - a. the names, addresses, telephone and facsimile numbers and e-mail addresses of the parties to the dispute and their representatives, if any;
 - b. a description of the dispute including, if possible, an assessment of its value; and
 - c. the appropriate fee as set out in the Centre's schedule of fees.

7. The Centre shall promptly inform the other party or parties in writing of the request for mediation. Such party or parties shall be asked to inform The Centre in writing, within 15 days of receipt of the request for mediation, as to whether they agree or decline to participate in the mediation proceedings.

8. In the absence of any reply within such 15-day period, or in the case of a negative reply, the request for mediation shall be deemed to have been declined and mediation proceedings shall not be commenced. The Centre shall promptly so inform in writing the party or parties which filed the request for mediation.

Appointment of Mediator

9. If the Mediation Agreement names a Mediator or specifies a procedure for appointing a Mediator, that nomination or that procedure shall apply.
10. If the Mediation Agreement does not name a Mediator or specify a procedure for appointment, the parties may request the Centre to appoint a Mediator. The Centre may award the resumes of two or three mediators which are available to act in the mediation. If the parties can not agree on the mediator, the Centre will appoint the Mediator.
11. The Centre will forthwith inform the mediator of his/her selection. If the Mediator appointed under (1) above is unable to act for any reason, the Centre will appoint another mediator. If the Mediator selected under (2) above is unable to act for any reason, the Centre and the parties will repeat the procedure set out in (2). The appropriate administration fee as set out in the Centre's schedule of fees will be payable to the Centre for these services.
12. Prior to accepting an appointment, a Mediator shall disclose any personal interest in the dispute, any bias or circumstances likely to give rise to a presumption of bias in the circumstances.

Engagement Letter

13. If necessary, either the Centre or the Mediator shall prepare and execute together with the parties a letter of engagement setting out:
- a. the terms and conditions under which the parties are engaging the Mediator;
 - b. any of these Rules which shall not apply to the mediation; and
 - c. any additional rules which shall apply to the Mediation.

PART II CONDUCT OF THE MEDIATION

Time and Place

14. The Mediator shall, following consultation with the parties, fix the time of each mediation meeting. All meetings will be held at a location convenient for the parties and the Mediator, as determined by the Mediator.

Authority of the Mediator

15. The Mediator will attempt to help the parties to reach a satisfactory resolution of their dispute but has no authority to impose a settlement on the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to make recommendations for settlement.
16. The Mediator may retain experts or consultants if the parties so agree and accept responsibility for the expenses of such experts or consultants.

Representation & Authority to Settle Dispute

17. A party may be represented by a lawyer or agent provided the name and address of any and all such representatives is communicated, in writing, to the Mediator and to all other parties prior to the first mediation meeting.
18. Unless otherwise agreed by all parties, the representatives of the parties attending the mediation have full, unqualified authority to reach a settlement of the dispute.

Privacy

19. The mediation will be held at the Centre's premises or some other private location mutually agreeable to the parties. Persons other than the parties, their representatives and the Mediator may attend only with the consent of all of the parties and the Mediator.

Confidentiality

20. The Mediator shall keep confidential any information disclosed in the course of the mediation

including all written material provided to him/her as Mediator.

21. The parties agree that mediation sessions are settlement negotiations and disclosures

are inadmissible in any further litigation or arbitration to the extent permitted by law. The parties agree not to subpoena or otherwise require the Mediator to testify or produce records or notes in any future proceedings. No transcripts will be kept of the proceedings.

22. The parties agree that they shall not rely on or introduce as evidence in subsequent judicial proceedings:

- a. any views expressed, or suggestions made, by the other party in respect of the possible settlement of the dispute;
- b. any admissions made by the other party in the course of the mediation;
- c. the fact that the other party had indicated a willingness to accept a proposal or recommendation for settlement made by the Mediator; or,
- d. proposals made or views expressed by the Mediator.

Termination of Mediation

23. The mediation shall be terminated:

- a. by the execution of a settlement agreement by the parties;
- b. by a written declaration of one or more parties that the mediation is terminated;
- c. by a written declaration by the Mediator that further efforts at mediation would not be helpful.

Exclusion of Liability

24. Neither the Centre nor the Mediator shall be liable to any party for any act or omission in connection with a mediation conducted under these Rules.

Fees and Expenses

25. The expenses of experts or other witnesses participating in the mediation shall be the responsibility

of the party arranging for the participation of such person.

26. The Mediator's fee and all expenses of the mediation, including, if applicable, travel and the rental of premises, and the costs and expenses of any expert or consultant engaged by the Mediator pursuant to paragraph 16 hereof, shall be borne equally by the parties unless it is agreed otherwise.

27. If there is no agreement to the contrary, the Filing Fee to the ADR Center will be shared equally by the parties

28. Where an administrative fee is payable to the Centre, it shall be borne equally by the parties.

SOURCE: www.aryme.com