



MILAN
CHAMBER OF
ARBITRATION

FAST TRACK MEDIATION RULES



May 1st, 2015

Article 1 – SCOPE OF APPLICATION

- a) These Rules apply to any civil or commercial dispute expressly referred to the Fast Track Mediation Rules by the Milan Chamber of National and International Arbitration ('CAM').
- b) The parties agree that the process will be conducted in accordance with the rules in force at the time that the request for mediation is submitted. The parties and the Secretariat may agree to depart from the provisions of these rules.
- c) The Code of Conduct for Mediators (Annex 1) and the Fees Table (Annex 2) form an integral part of these Rules.

Article 2 – STARTING THE MEDIATION PROCESS

- a) Correspondence with the Secretariat shall be in English or Italian.
- b) The mediation shall be conducted in the language agreed upon by the parties.
- c) The mediation process is started by submitting a request for mediation (or joint request for mediation) to the Secretariat.
- d) The party submitting the request may attach any documents that they consider may assist in a better understanding of the case.
- e) The Secretariat shall forward the request for mediation to the party invited to mediation, establishing a 20-day deadline for that party to reply.
- f) Where the party invited to mediation refuses to take part or fails to reply by the deadline, the process shall be abandoned and the party requesting mediation shall be informed..

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- g) Where the party invited to mediation agrees to take part, they shall submit the appropriate form to the Secretariat, providing any documents considered necessary for the purposes of a better understanding of the case.
 - h) Any documents submitted shall be available for consultation by all those participating in the mediation process.
 - i) The Secretariat shall notify the party requesting mediation that the party invited has accepted, and shall establish a deadline for payment of the costs of the mediation (Annex 2). In the event of a failure to pay these costs by the deadline, the process shall be abandoned.
 - j) The mediation process may be started regardless of whether court proceedings or arbitration proceedings have been commenced.

Article 3 – MEDIATOR

- a) The Secretariat shall appoint the mediator on the basis of the nature of the dispute and correspondence with the parties. The parties may agree to select a mediator from CAM's list of mediators. The parties may, separately or jointly and at any time, ask the Secretariat for the mediator to be replaced where, in their view, there are circumstances that give rise to doubts about the mediator's impartiality, neutrality and independence. The Secretariat shall make a decision in response to the said request.
- b) The mediator shall not make any decision on the merits of the case, but shall assist the parties in reaching a settlement of the dispute on satisfactory

terms. Where requested by all parties, the mediator may put forward non-binding settlement proposals where he or she considers this to be possible and appropriate.

- c) The mediator shall comply with the provisions of the Conduct of Ethics for Mediators. Before the first meeting with the parties, the mediator shall sign a declaration of impartiality, neutrality and independence.

Article 4 – MEDIATION

- a) The mediation meeting shall take place at the CAM offices or a different location chosen by agreement by the parties with the consent of the mediator and the Secretariat. The mediation may also be carried out remotely.
- b) With the parties' consent, the CAM may conduct the mediation jointly with other mediation centres that it has an established agreement with.
- c) The intention is that the parties attend the mediation themselves, where they may be assisted by their personally appointed lawyers, experts and consultants. Parties who do not attend the mediation themselves shall be required to appoint a representative who is fully informed on the case and is authorized to negotiate and sign the settlement agreement.
- d) The parties shall notify the Secretariat in advance of the identity of those taking part in the mediation.
- e) With the agreement of the mediator and the parties, the Secretariat may appoint an expert on condition that the parties bear the relevant costs on a joint and several basis and pay those costs in advance.

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- f) The recording or transcribing of statements made and information exchanged by the participants or of the acceptance or rejection of any settlement proposals put forward by the mediator or the parties is prohibited.
- g) The mediator shall conduct the mediation on an informal basis, meeting the parties together and separately. Having accepted the appointment as mediator, he or she may contact the parties, before the mediation and throughout the entire process where he or she deems appropriate.

Article 5 – TERMINATION OF THE MEDIATION

The mediation process shall terminate where:

- payments requested by the Secretariat have not been made;
- the parties reach a settlement;
- the parties fail to reach a settlement;
- the parties declare that they have, or appear to have, no interest in continuing the process;
- the time limit established in advance for the duration of the mediation has expired and the parties have not agreed to extend it.

Article 6 – CONFIDENTIALITY

- a) No facts or circumstances relating to the mediation process, including the fact that the process itself is underway, shall not be disclosed to third parties by the Secretariat, the mediator, the expert or those taking part in the process save with the express consent of the parties.
- b) With reference in particular to statements made and information acquired in any separate sessions, all those present at such sessions shall treat the same as confidential and shall not disclose the same to parties who were not present save with the express consent of the party who made or provided them.

Article 7 – PROHIBITION ON USE IN OTHER PROCEEDINGS

The statements made and information acquired during the course of the mediation shall not be used in any ongoing or future court proceedings or arbitration proceedings unless all of the parties have given their express consent.

Article 8 – EXCLUSION OF LIABILITY

The Mediation Service and its officers and mediators shall not be liable to the parties or third parties for any error, act or omission in relation to mediations conducted in accordance with these rules save in the case of willful misconduct or gross diligence.

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