



**EODID** ATHENS MEDIATION  
& ARBITRATION ORGANIZATION

[www.eodid.org](http://www.eodid.org)

# MEDIATION RULES

Entry into force of the Mediation Rules: 15.03.2019

## **EODID Mediation Board** (in alphabetical order)

- A. Karampatzos**, Professor at University of Athens, School of Law
- A. Koutromanos**, President Judge Emeritus of the Supreme Court of Greece
- H. Meidanis**, Partner at "Meidanis, Seremetakis & Associates", Ph.D., FCI Arb, Attorney-at-law, Member of ICC Institute Business Law
- K. Menoudakos**, President Judge Emeritus of the Hellenic Council of State
- V. Papatanasopoulou**, Legal Counsel & Secretary to the BoD of "Athens International Airport SA", LL.M., Attorney-at-law
- P. Staikouras**, Professor at University of Piraeus, Greece, Department of Banking and Financial Management
- I. Tentis**, Prosecutor Emeritus of the Supreme Court of Greece

## I. GENERAL PROVISIONS

### ARTICLE 1

#### EODID ATHENS

1. EODID Athens Mediation and Arbitration Organization (EODID) is a private legal entity operating to provide administration services to mediation, arbitration and alternative dispute resolution (ADR) in general, in Greece and abroad, as well as to disseminate, project and promote ADR methods with a view to ensuring an expeditious and efficient resolution of disputes.
2. Where a mediation is governed by these Rules, EODID shall provide mediation administration services in accordance with the Rules, from submission of the request for EODID administered mediation and throughout the mediation process. Services provided by EODID may include housing and accommodation, in premises specifically designed by EODID to this end, or in other adequate premises designated by EODID for such mediation process.
3. EODID keeps a mediator register ('Roster of Mediators'), which comprises mediators who collaborate with EODID.
4. Within the framework of mediation administration services provided by EODID under these Rules, EODID shall be assisted in its work by an independent body of the Organization ('Mediation Board'), authorized by the BoD to issue an opinion on matters pertaining to the process and the substance of the mediation under these Rules, with a view to ensuring the reliability and validity of the services provided. The EODID Mediation Board shall be constituted and shall exercise its powers in accordance with its Internal Rules, which are attached as Annex I to these Rules and form an integral part hereof.

### ARTICLE 2

#### OBJECTS AND SCOPE

1. Where a dispute is subject to mediation by law or by agreement of the parties, the parties may agree to mediate using the procedure and the particular rules laid down in these Rules.
2. In the case of the paragraph above, the provisions of these Rules, as well as of their Annexes, which form an integral part hereof, shall be automatically incorporated in the agreement to mediate and shall be binding on the parties. Unless the parties agree otherwise, the provisions of these Rules shall apply as in force at the date of conclusion of the agreement to mediate under the EODID Rules.

3. Recourse to mediation under the EODID Mediation Rules is available to interested parties regardless of whether a legal remedy or a request to arbitrate has been filed; it is available both before such proceedings have been instituted and pending such proceedings, as well as after a final ruling has been issued, depending on the parties' needs.

### ARTICLE 3

#### MEDIATION PRINCIPLES

Without prejudice to any statutory obligation of the parties to engage in mediation, they shall enter into mediation on a voluntary basis. The continued participation of the parties in mediation is voluntary. The mediation process is governed by confidentiality, neutrality and impartiality.

## II. MEDIATION PROCESS

### ARTICLE 4

#### REQUEST FOR MEDIATION

1. A party wishing to resolve a dispute through mediation under the EODID Mediation Rules shall address a relevant request to EODID, which shall include, as a minimum:
  - (a) the contact details of all parties involved and, in the case of legal entities, as represented and duly authorized;
  - (b) where the parties participate in the mediation process with their legal counsel, the contact details of the latter, if known;
  - (c) the agreement to mediate, if any, along with any other relevant particulars, such as any provision as to the number of mediators, the mediator's identity or the procedure for the appointment of the mediator, the language of the mediation, any time limit set for conclusion of the mediation process;
  - (d) a brief description of the dispute and a determination of the monetary value of the claim;
  - (e) nomination of a mediator, if any;
  - (f) any information as to whether there has been any contact with the other party or parties regarding the initiation of a mediation process; if there has been no such contact, an indication as to whether the applicant wishes to assign this task to EODID.

2. EODID shall register the request for mediation and, upon request, shall attempt to ensure the consensus of all parties with regard to initiating a mediation and selection of a mediator.

## ARTICLE 5

### ASSIGNMENT OF CASE TO A MEDIATOR

1. The parties may jointly assign EODID to recommend a mediator; to this end, EODID shall take into consideration the nature of the dispute and the availability of a mediator. In the alternative, the parties may jointly appoint a mediator from the EODID Roster of Mediators.
2. Pursuant to the paragraph above, EODID shall recommend up to five (5) mediators from the Roster of Mediators and shall request the parties to oppose up to two (2) mediators, assigning an order of preference for the remaining three (3). In accordance with the results of this process, EODID shall recommend the assignment of the dispute to a mediator who remains unopposed by the parties, taking into account, to the extent possible, the highest preference indicated. If none of the proposed mediators is able to take on the case, the procedure set out in this paragraph shall resume until such case is assigned to a mutually acceptable mediator.
3. EODID shall contact the prospective mediator selected pursuant to the paragraphs above, in order to confirm that said mediator will take on the case. The mediator who takes on the case shall inform the parties and EODID of anything that might affect his or her effective participation in the mediation process and, in particular, his or her neutrality or independence with regard to the particular dispute, or of any conflict of interest arising from his or her appointment. In this case, the parties must confirm in writing to EODID either that they still wish to appoint that mediator for their dispute or that they prefer that another mediator be appointed, pursuant to paragraphs 1 and 2.
4. Without prejudice to paragraph 3 above, the mediator may stand down if he or she declares his or her inability to continue participating in the mediation, and the parties may request his or her resignation if there is any suspicion of bias or lack of neutrality and independence on his or her part. In this case, the dispute shall be assigned without delay to another mediator pursuant to the paragraphs above.
5. The parties may request, and EODID may propose, the assignment of the case to more than one mediator ('co-mediators'), for reasons pertaining in particular to the scope, complexity or particularity of the case, where the participation of a co-mediator is considered to facilitate administration of the case. Paragraphs 1-4 shall apply accordingly.

6. The parties may request a mediation under these Rules and the assignment of the case to a mediator not included in the EODID Roster of Mediators. In this case, EODID and the mediator shall conclude an agreement setting out their particular collaboration terms.

## ARTICLE 6

### PARTICIPANTS IN THE MEDIATION PROCESS

1. The Mediator: Throughout the mediation process, the mediator shall maintain his or her independence, neutrality and impartiality towards the parties and their representatives. The mediator shall conduct the mediation in accordance with these Rules, in consultation with the parties, facilitating in good faith the parties' attempt to resolve their dispute. The mediator shall not decide on the merits of the case, shall not provide legal advice and shall not be held liable for the content of the final settlement agreement, for which sole responsibility lies with the parties.
2. The Case Manager: The management of the mediation process under these Rules shall be carried out by a case manager appointed by EODID, who attends to the preparation and the overall smooth conduct of the process. Provided that the parties consent, he or she may be present as an observer during the mediation session.
3. The parties and their representatives: These shall participate in the process in good faith and collaborate with each other, the mediator and the case manager, with a view to ensuring the uneventful conduct of the mediation and, if possible, achieving agreement. They shall ensure that those individuals or, in the case of a legal entity, their legal representatives, having decision-making power attend the mediation.
4. The parties' legal counsel: If present at the mediation, these shall participate in the process in good faith and with the intention to collaborate, assisting their clients throughout the process and the drafting and signing of the final settlement agreement.
5. Third parties: Their participation in the mediation process is permitted with the consent of all the parties involved. Unless the parties agree otherwise, any expenses and fees that may arise from the participation of a third party in the process shall be borne by the party requesting such participation. 'Third parties' with regard to the mediation shall indicatively include the various service providers (specialists, experts, interpreters, etc.) or persons of influence without decision-making power over the dispute, such as persons who may significantly influence the applicability of the final agreement.
6. Observers: As part of its corporate social responsibility, EODID provides to trainee mediators and other interested parties the opportunity to participate in mediation sessions as observers, provided the mediator and the parties consent to such participation.

## ARTICLE 7

### RULES OF THE MEDIATION PROCESS

Without prejudice to mandatory provisions, the framework for the administration and conduct of the process shall be determined in accordance with these Rules, and shall be further specified by agreement concluded between the parties, the mediator and EODID prior to commencement of the mediation ('Agreement to Mediate under the EODID Rules'). The mediator, with the support of the case manager, shall monitor compliance with the rules of the process.

## ARTICLE 8

### PRELIMINARY STAGE

1. Upon receipt of the mediator's confirmation of his or her appointment, EODID shall contact the parties and their legal counsel in order for the Agreement to Mediate under the EODID Rules to be signed.
2. Prior to the mediation, EODID, through the case manager:
  - (a) Shall verify that the parties or their representatives have the requisite decision-making power. During this stage, the parties shall submit to the case manager all the necessary legal documentation, proving their power of representation in case of a legal entity or a group of persons without legal standing, as well as the appointment of their legal counsel, in the case that the latter participates in the mediation.
  - (b) May ask the parties to submit to the mediator, directly or through EODID, a mediation brief, which shall include a summary of the case and the issues to be resolved, along with any clarifications or additional documentation. Article 9(3) shall apply accordingly.
3. A mediator who has already accepted appointment may, if he or she so determines, assume the actions of the paragraphs above in lieu of the case manager.
4. Prior to the first mediation session, the case manager shall transmit the case file to the mediator.

## ARTICLE 9

### MEDIATION SESSIONS

1. Without prejudice to mandatory provisions or unless the parties agree otherwise, and provided that there are no particular circumstances pertaining to an impediment of the parties or to the nature and substance of the dispute, the mediation session shall be held no later than within ten (10) days of the execution of the Agreement to Mediate under the EODID Rules.

2. The mediator may meet with the parties and their legal counsel in joint session or separately (in caucus), and all sessions may be conducted in person, by telephone, online, through videoconference or by any other means deemed appropriate by the mediator, in consultation with the parties. During these sessions note taking and document sharing is permitted and shall be governed by the rules of confidentiality and privacy of the process. Privacy does not protect documents and information that are already available to the parties outside of mediation.
3. The mediator may not disclose to either party any information gathered during a caucus with the other party, without the consent of the disclosing party.
4. Unless the parties determine otherwise, no minutes shall be kept during the mediation process.
5. The mediator shall not share any personal judgment, either on the substance of the dispute or the parties' views thereupon nor shall he or she propose any solution, without the parties' consent in this regard.

## ARTICLE 10

### TERMINATION OF THE MEDIATION

1. The mediation process shall end:
  - (a) upon the parties reaching an agreement on the dispute;
  - (b) upon the mediator so determining, after informing the parties of his or her reasons, if he or she considers that the continuation of the process is no longer beneficial or that there is cause to terminate in accordance with the law; or
  - (c) upon the parties jointly declaring to the mediator that the mediation has failed; or
  - (d) upon either party voluntarily leaving the process permanently, for any reason.
2. Where paragraph 1(a) applies, the mediator shall draft a report ('Mediation Agreement') comprising the parties' settlement agreement. Before the final agreement is signed, the mediator shall take all appropriate measures to ensure that the settlement agreement is the result of the parties' informed consent and that all parties understand its terms. Where paragraphs 1(b), (c) and (d) apply, the mediator shall draft a report ('Mediation Non-agreement'), stating that the parties have not reached a settlement agreement.

3. Where the parties have previously agreed to bring the case to mediation under the EODID Rules (mediation clause), the applicant party may request EODID to attest to any refusal by the other party to participate in an EODID-administered mediation.
4. Unless the parties agree otherwise, EODID shall keep a copy of the Mediation Agreement or Non-agreement.

## ARTICLE 11 FOLLOW-UP

EODID shall follow-up with the parties on the overall compliance with the settlement agreement; in the event of failure to comply or to comply fully with such agreement, EODID may propose a new attempt to mediate.

## ARTICLE 12 MED-ARB / ARB-MED

The parties may submit their dispute to a process combining mediation and arbitration. In such case the relevant specific provisions of the EODID Arbitration Rules shall apply.

## ARTICLE 13 PRIVACY OF THE PROCESS

1. The mediator and the case manager are bound by the privacy of the process and must maintain full confidentiality with regard to any information arising from or in connection with the mediation, including the mere existence of the mediation process between the parties concerned, unless the law stipulates otherwise or the parties explicitly consent to disclosure.
2. Unless required on the grounds of public policy, for the protection of children or the integrity and mental health of an individual, the mediator and the case manager may not be examined as witnesses or experts in any out-of-court, pre-trial, court or arbitral proceedings, nor may they act as representatives, agents or consultants of a party with regard to the same or any other directly related dispute.
3. The parties, their legal counsel and any third party involved in the mediation process in any capacity shall undertake in writing, prior to the commencement of the mediation or their participation therein if the mediation process has already commenced, the obligation to observe the privacy and confidentiality of the process.

### III. QUALITY GUARANTEES

#### ARTICLE 14

##### EODID ROSTER OF MEDIATORS

1. By resolution of the EODID Mediation Board pursuant to the provisions of its Internal Rules (Annex I), the Roster of Mediators held by EODID shall comprise mediators with the required professional certification and who can guarantee their reliability and efficiency in the provision of high-quality dispute resolution services.
2. EODID shall organize activities for the continuing education and specialization of the mediators included in the Roster of Mediators. To this end, EODID may collaborate closely with domestic and foreign bodies.

#### ARTICLE 15

##### CODE OF CONDUCT

1. As a mediation administration services provider, EODID is bound by the rules of ethics for mediation providers, as enshrined in the European Code of Conduct for Mediation Providers and any mandatory provisions in force.
2. EODID mediators and case managers are bound by the rules of ethics of mediation, as enshrined in the European Code of Conduct for Mediators and any mandatory provisions applicable to mediation.
3. The EODID Mediation Board shall hear all issues related to the rules of ethics, conflicts of interest, resignation from a mediation process, removal of a mediator from the Roster of Mediators, compliance with Greek and international legislation, and compliance with these Rules.

#### ARTICLE 16

##### FEEDBACK

Upon termination of a mediation process, EODID may ask the participants for feedback on the quality of the services provided in the framework of the mediation that has ended. EODID shall use this information to ensure and continuously improve the quality of its services.

## IV. FINAL PROVISIONS

### ARTICLE 17

#### LIABILITY

1. Without prejudice to mandatory provisions, in the course of his or her duties the mediator shall only be liable for willful misconduct or gross negligence.
2. EODID and its servants shall not be held liable for any act or omission of the mediator.
3. Where EODID retains a copy of the mediation agreement pursuant to Article 10, EODID shall not be held liable should any of the parties disclose the agreement or part thereof.

### ARTICLE 18

#### MEDIATION FEES AND EXPENSES

1. The costs of a mediation process under these Rules comprise:
  - (a) the mediator's fees;
  - (b) EODID's administrative fee;
  - (c) the costs of housing and accommodation; and
  - (d) any other expenses that may arise from third party services.
2. The mediator's fees shall be agreed upon between the mediator and the parties to the dispute based on the EODID pricing policy for the provision of mediation services by a mediator (Annex III hereto).
3. EODID's administrative fee shall be agreed upon between EODID and the mediator and shall be paid by the latter. Upon receipt of consent by all the parties to engage in the mediation, EODID shall invite the applicant party to pay the filing fee specified in Annex III.
4. The costs of housing and accommodation as well as any other expenses that may arise from third party services shall be borne by the parties. Where a mediation is hosted in the EODID premises, the terms of Annex III hereto shall apply.
5. Without prejudice to the filing fee provided for in paragraph 3, the fees and expenses established in the above paragraphs shall be paid by the parties in equal parts, unless the parties agree or the law stipulates otherwise, and shall not depend on the outcome of the process.
6. EODID shall inform the parties and the mediator of the above fees and expenses and shall proceed to their clearance.
7. For any mediation administered by EODID, the applicable fees and charges shall be those in force, as per Annex III, on the date on which EODID confirms receipt of a request to administer a mediation.

## ARTICLE 19

### MODIFICATION OF THE MEDIATION RULES

These Rules may be modified by resolution of the EODID BoD, following an opinion by the EODID Mediation Board.

## ARTICLE 20

### ENTRY INTO FORCE

These Rules shall enter into force on 15 March 2019.