Universitat Autònoma de Barcelona

MEDIATION: A COMPARATIVE LAW STUDY

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13/05/2024

The more complicated the problems, the simpler the solution must be (Matteucci, 2021)

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ABSTRACT

This paper aims to study the Singapore Convention on Mediation through a historical analysis of the Convention, its normative content and its global impact. The aim of this research is to highlight how this document is beginning to transform the practice of international mediation. It also analyses the challenges and opportunities presented by the Convention in terms of its potential for adoption and implementation in different legal systems, as well as its ability to harmonise mediation practices globally. By comparing common law and civil law systems, it assesses differences and similarities in the implementation of the Convention, and explores factors influencing the effectiveness of mediation, such as legal culture, education and legal foundations in the different legal systems. Finally, the paper proposes improvements and considers the implications of further international harmonisation in mediation. This study not only underlines the importance of the Singapore Convention in the current context of economic and legal globalisation, but also suggests avenues towards a more inclusive and effective implementation of the Convention.

Keywords: Singapore Convention, New York Convention, ADR, international mediation, private international law, common law systems, civil law systems.

ABSTRACT

El presente trabajo pretende estudiar la Convención de Singapur sobre la Mediación mediante un análisis histórico del Convenio, de su contenido normativo y su impacto global. El objetivo de esta investigación es resaltar cómo este documento está empezando a transformar la práctica de la mediación internacional. También se realiza un análisis de los retos y oportunidades que presenta el Convenio, atendiendo a su posibilidad de adopción y aplicación en los distintos sistemas jurídicos, así como su capacidad para llegar a armonizar las prácticas de mediación a nivel mundial. Mediante la comparación de los sistemas de derecho anglosajón y de derecho civil, se evalúan las diferencias y similitudes en la aplicación del Convenio, y se exploran los factores que influyen en la

eficacia de la mediación, como la cultura jurídica, la educación y los fundamentos jurídicos en los diferentes sistemas jurídicos. Por último, el documento propone mejoras y considera las implicaciones de una mayor armonización internacional en materia de mediación. Este estudio no sólo subraya la importancia de la Convención de Singapur en el contexto actual de globalización económica y jurídica, sino que también sugiere vías hacia una aplicación más inclusiva y eficaz de la Convención.

Palabras clave: Convención de Singapur, Convención de Nueva York, ADR, mediación internacional, Derecho internacional privado, sistemas de Derecho anglosajón, sistemas de Derecho Civil.

ABSTRACT

El present treball pretén estudiar la Convenció de Singapur sobre la Mediació mitjançant una anàlisi històrica del Conveni, del seu contingut normatiu i el seu impacte global. L'objectiu d'aquesta recerca és ressaltar com aquest document està començant a transformar la pràctica de la mediació internacional. També es realitza una anàlisi dels reptes i oportunitats que presenta el Conveni, atenent la seva possibilitat d'adopció i aplicació en els diferents sistemes jurídics, així com la seva capacitat per a arribar a harmonitzar les pràctiques de mediació a nivell mundial. Mitjançant la comparació dels sistemes de dret anglosaxó i de dret civil, s'avaluen les diferències i similituds en l'aplicació del Conveni, i s'exploren els factors que influeixen en l'eficàcia de la mediació, com la cultura jurídica, l'educació i els fonaments jurídics en els diferents sistemes jurídics. Finalment, el document proposa millores i considera les implicacions d'una major harmonització internacional en matèria de mediació. Aquest estudi no sols subratlla la importància de la Convenció de Singapur en el context actual de globalització econòmica i jurídica, sinó que també suggereix vies cap a una aplicació més inclusiva i eficaç de la Convenció.

Paraules clau: Convenció de Singapur, Convenció de Nova York, ADR, mediació internacional, Dret internacional privat, sistemes de Dret anglosaxó, sistemes de dret civil.

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Introduction

Currently, mediation as a method of conflict resolution, both in the civil and commercial spheres, is a crucial and fundamental alternative in the legal sphere, since, together with conciliation, it is understood that it plays a fundamental role in the search for efficient and equitable solutions in a State Courts system that in most countries is atrophied or obsolete.

In this sense, however, it is worth noting that for more than 30 years there has been talk and debate about the introduction of mediation together with the rest of the conflict resolution mechanisms, also known as ADRs, in Court systems, developing a fundamental body of law in which to be framed in order to reduce the significant burden of cases that currently affect Court systems and also to facilitate and reduce the time, cost and bureaucracy involved in a Court procedure. It is worth mentioning in this regard that even the United Nations Charter in Chapter IV: Pacific Settlement of Disputes, Article 33, provides for international mediation and conciliation in the following terms:

<<Any dispute that is likely to endanger the maintenance of international peace and security should first be addressed through negotiation, mediation or other peaceful means, and states that the Council can call on the parties to use such means to settle their dispute>> (UN Charter, 1945)[1].

In this context of debate and generalised efforts at international level to develop harmonised mediation or conciliation systems (understanding conciliation as a simile or synonym of mediation, according to the mentions made by UNCITRAL in various texts), with such significant examples as the UNCITRAL Model Law on International Commercial Conciliation of 2002, the Uniform Mediation Act of 2001, the UNCITRAL Model Law on International Commercial Conciliation of 2001, the UNCITRAL Model Law on International Commercial Conciliation of 2001, and the UNCITRAL Model Law on International Commercial Conciliation

[1] Conferencia de las Naciones Unidas sobre Organización Internacional (1945). Carta de las Naciones Unidas. Artículo 33.

of 2001, the Uniform Mediation Act of 2001 in the United States or Directive 2008/52/EC of the European Parliament and of the Council of 21 May 2008 on certain aspects of mediation in civil and commercial matters, is when the United Nations Convention on International Settlement Agreements Resulting from Mediation (New York, 2018), also known as the Singapore Convention on Mediation, together with the UNCITRAL Model Law on International Commercial Mediation and Settlement Agreements Resulting from Mediation 2018 (amending the UNCITRAL Model Law on International Commercial Conciliation 2002), has acquired in recent years an international relevance comparable to that of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, also known as the 1958 New York Convention on Arbitration, the predecessor of the initial ideas and starting point presented by the US delegation in the framework of the negotiations of the Singapore Convention on Mediation.

With this new convention on Mediation, fundamental objectives are being achieved for the effective development of the matter in international disputes, by establishing a regulatory framework for the application of this alternative dispute resolution method, based on the purpose of facilitating the international recognition and enforcement of mediation agreements developed on the basis of the provisions set out in its regulatory body, thus establishing itself as a fundamental legal milestone, together with the modification of the Model Law on International Commercial Conciliation of 2002. In fact, in the General Assembly Resolution adopting the Convention, it is clearly, concisely and explicitly mentioned that both the Convention and the modification of the 2002 Model Law (the 2018 Model Law) are intended to <<provide States with uniform rules on the cross-border enforcement of international settlement agreements resulting from mediation>> (United Nations, 2018)[2].

[2] United Nations (2018). Convención de las Naciones Unidas sobre los Acuerdos de Transacción Internacionales Resultantes de la Mediación.

This, in itself, is already a step beyond the precepts that the 1958 New York Convention intended to establish, since the Singapore Mediation Convention designs a title that in general terms dissociates itself from any legal order of reference in terms of references to foreign settlement agreements (ESPLUGUES, 2020)[3].

In this paper, the aim is to conduct an in-depth enquiry to unravel the nuances of the implementation of this convention in a practical way, to analyse comparatively whether the Singapore Mediation Convention has the same potential for success as the 1958 New York Convention, and at the same time, to address a critical issue that has captured the attention of comparative scholars: the variability in the effectiveness of mediation between countries with common law and civil law legal systems.

1.1. Contextualisation and justification

Mediation has evolved over the years, becoming an essential mechanism for conflict resolution in both civil and commercial matters. However, in view of the new scenario posed by the adoption in 2018 of the Singapore Convention on Mediation, the question arises as to how it will be implemented in the different States, and the consequent development of mediation practices as a means of alternative dispute resolution in national contexts, given that the Singapore Convention on Mediation is presented to international society as an instrument that seeks to facilitate the recognition and enforcement of mediation agreements at international level.

The relevance of this research lies in understanding the effectiveness of this convention, to see if in a comparative way it could achieve the same success rates as the New York Convention of 1958, as the latter started in a similar way to the

[3] Esplugues Mota, C. (2020). La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato. La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato, 53-80.

Singapore Convention, with only 10 nations signing the Convention, but experienced an exponential increase in signatories and ratifiers of the Convention from its adoption until December 2021, when there were 169 signatory states. Similar results could be expected with the Singapore Convention on Mediation, since at the time of signing the Convention on 7 August 2019, there were already 46 signatories and in 2023 there are already 13 ratifying countries. The relevance of this research is also fundamental in order to be able to discern the differences in the application of mediation between common law countries, using the United States and Great Britain as models, due to their marked history with mediation and their extensive relationship with the judicial system of both countries, and countries with legal systems that fall within what we understand as civil law, taking Spain, Germany, Italy and France as a reference. The main objective of making this comparison between countries with common law legal systems and countries with civil law legal systems is based fundamentally on the need to understand the cultural, legal and social factors that influence the acceptance and application of mediation in the different legal contexts in order to be able to propose improvements in the incorporation of mediation and its processes in civil law legal systems, based on the successes and success witnessed in common law jurisdictions.

These factors lead us to pose the following research questions, with which our hypotheses will be further developed:

1. How does the Singapore Convention on Mediation apply?
2. Can the Singapore Mediation Convention achieve the same successful results as the 1958 New York Convention and thus develop mediation as a form of dispute resolution not only in international but also in domestic settings?
3. What are the factors that contribute to the effectiveness of mediation in common law countries compared to civil law countries?

Following the investigation of the above research questions our main objective will be, through an analysis of the implementation and impact of the Singapore Convention on Mediation in different jurisdictions, to identify and assess the

distinctive features that make mediation more effective in common law countries than in civil law countries, to study the limitations and challenges in the implementation of mediation in civil law countries and to compare the 1958 New York Convention Singapore Convention on Mediation in a comprehensive manner in order to verify or disaprove our following hypotheses (H°):

H^1: Will allow the Singapore convention the development of a harmonized concept of mediation at a global scale?

H^2: The Singapore Convention on Mediation can go beyond the 1958 New York Convention and reverse international trends whereby arbitration is preferred over mediation.

H^3: In order to achieve better results in civil law countries in the use of mediation procedures, incentive and sanction mechanisms similar to those used in common law countries should be put in place to achieve similar results.

1.2.Methodology

This study will be mainly based on an exhaustive bibliographical review, which will cover the evolution of mediation and of the concept of mediation itself, as well as the evolution of mediation systems in the countries previously mentioned as the object of study. To this end, a detailed comparison will be made between common law countries, with our exponents the United States and the United Kingdom, and civil law countries, using Germany, Spain, Italy and France as a reference, with the aim of identifying patterns, trends and factors that explain the differences in the effectiveness of mediation in the different legal systems of the aforementioned countries, which are the scope of our analysis. A comparison between the Singapore and New York Conventions will also be made in order to clarify more effectively the patterns of success of the New York Convention that the Singapore Convention should maintain, and what are the points of opportunity that the Singapore Convention would have in relation to the New York Convention and the current international legal context.

2. Fundamental aspects of mediation

2.1.Definition of mediation

From the Latin, the word Mediation comes from the Latin word Mediatio, which etymologically means, 1. the action and effect of mediating, 2. to intercede or plead for someone or 3. to interpose oneself between two or more who are quarrelling or disputing, trying to reconcile them and unite them in friendship (Mazo Álvarez, 2013)[4].

Mediation has a long journey through history. Conflicts have always existed and there have always been people who have tried to resolve disputes through peaceful solutions. In recent years, though, the introduction of mediation as an alternative dispute resolution method has been encouraged in many areas, especially since the production of the Singapore Convention (2018). But why has mediation, as well as alternative dispute resolution methods, emerged?

Mediation arises when two or more persons or entities experiencing a conflict try to resolve it themselves without success. When they do not find a satisfactory result, they then try to turn to the mediator to help them reach a workable agreement (Miranza de Mateo, 2010)[5].

Conflict is therefore the basic factor that fosters mediation. Without conflict inherent in the process, mediation cannot take place. In turn, it is an inherent factor in human beings and in the social relations between them. However, mankind has tried to organise its social relations in order to live peacefully within a society. Because of this, conflicts arise as a consequence of the personal judgement of individuals regarding the behaviour of others.

However, although we can elucidate the factors that causes mediation, it is also true that we do not have a definition acclaimed by all scholars of the subject, since different authors define mediation in different ways, although it is true that most

[4] Mazo Álvarez, H. M., (2013). La mediación como herramienta de la justicia restaurativa. Opinión Jurídica, 12(23),99-114. [fecha de Consulta 21 de Noviembre de 2023]. ISSN: 1692-2530.
[5] Miranzo de Mateo, S. (2010). Quiénes somos, a dónde vamos… origen y evolución del concepto mediación. Revista de mediación, (3).

of them have the same foundation of mediation, which is the resolution of conflicts through dialogue between parties.

In this sense, as Mazo Alvarez citing Suares, "Mediation is a non-adversarial dispute resolution device, which includes a neutral third party whose function is to help people who are bogged down in the dispute to negotiate collaboratively and reach a resolution of the dispute" (Mazo Alvarez, 2013)[6], fundamentally highlighting the need for participants in mediation to identify the interests they have in common.

Moore (2014)[7] describes mediation as "a voluntary and confidential process in which a neutral mediator helps disputing parties communicate with each other, with the goal of reaching mutual agreement on all or some of the issues in dispute".

Fisher, Ury, and Patton (2011), on the other hand, focus on the importance of the interests rather than positions. In their perspective, mediation is effective because it "helps parties move from fixed positions towards understanding and satisfying their underlying interests" (Fisher, Ury, Patton, 2011)[8]. In this sense, parties are able to find more creative and satisfactory solutions than if they were to focus solely on who is right or who is wrong according to the legal rules.

Bush and Folger (2005)[9], define mediation as a "conflict resolution process that focuses on the needs, interests and concerns of the parties, with the goal of finding mutually satisfactory solutions". In their 2014 work they add an additional dimension to the concept of mediation by introducing the idea of 'empowerment' and 'recognition'. They argue that mediation is not only about resolving a conflict, since it transforms the problem by allowing "parties to experience an increase in

[6] Mazo Álvarez, H. M., (2013). La mediación como herramienta de la justicia restaurativa. Opinión Jurídica, 12(23),99-114.[fecha de Consulta 21 de Noviembre de 2023]. ISSN: 1692-2530.
[7] Moore, C. W. (2014). The mediation process: Practical strategies for resolving conflict. Jossey-Bass.
[8] Fisher, R., Ury, W., & Patton, B. (2011). Getting to yes: Negotiating agreement without giving in. Penguin Books.
[9] Bush, R. A. B., & Folger, J. P. (2005). The Promise of Mediation: The Transformative Approach to Conflict (Revisada ed.). San Francisco: Jossey-Bass.

their decision-making capacity and a mutual recognition of their perspectives and humanity" (Bush & Folger, 2014)[10].

For Ury, Brett and Goldberg (1988)[11], on the other hand, mediation is "a method of conflict resolution in which an impartial third party helps disputing parties to negotiate a mutually acceptable agreement", thus more or less following the line of definitions we have been looking at.

However, mediation is not simply a technique for resolving conflicts between two or more parties autonomously, but, as Caireta Sampere maintains, "For mediation to be successful, it must occur [...] that the conflicting needs are resolved in the most essential way and that the relationship between the parties is strengthened" (Mazo Álvarez, 2013)[12], thus following the third Latin definition of Mediation.

Taken together, these definitions underline the complexity and richness of the mediation process. It is not simply a mechanism for reaching an agreement, but a process that can improve communication, foster mutual understanding, and transform relationships.

Mediation is, therefore, a non-jurisdictional procedure of a voluntary and confidential nature aimed at facilitating communication between parties having a dispute so that both can manage by themselves the solution of the problems that affect them, with the advice and assistance of a professional mediator, that is to say, with the figure of the mediator as an advisor of the process. The mediator must act in a neutral and impartial manner, providing only the keys for the parties to reach a consensus that is respected by all parties, through the search of the parties involved for a creative solution to the conflict that does not suppress the

[10] Bush, R. A. B., & Folger, J. P. (2014). Reclaiming Mediation's Future: Re-Focusing on Party Self-Determination. Cardozo J. Conflict Resol., 16, 741.
[11] Collins, Richard C. “Planning and Its Subfields -- Getting Disputes Resolved: Designing Systems to Cut the Costs of Conflict by William L. Ury, Jeanne M. Brett and Stephen B. Goldberg.” American Planning Association. Journal of the American Planning Association 1990: 252-. Print. Collins, Richard C. “Planning and Its Subfields -- Getting Disputes Resolved: Designing Systems to Cut the Costs of Conflict by William L. Ury, Jeanne M. Brett and Stephen B. Goldberg.” American Planning Association. Journal of the American Planning Association 1990: 252-. Print.
[12] Mazo Álvarez, H. M., (2013). La mediación como herramienta de la justicia restaurativa. Opinión Jurídica, 12(23),99-114.[fecha de Consulta 21 de Noviembre de 2023]. ISSN: 1692-2530.

will of any of the parties, but is based on the recognition of the other party and consensus.

2.2. Historical evolution of mediation as an alternative dispute resolution method.

According to Otero, in agreement with Miranzo de Mateo, throughout history, we have witnessed three great moments in conflict resolution techniques. The first moment, in which a third party tried to help those involved, the second moment, in which those involved in the conflict resorted to justice forums, and the third moment, in which justice and institutionalised judicial power emerged and encompassed everything. In this sense, according to Romero, quoted by Mazo Álvarez, "Mediation [...] has always existed. History is full of examples in which some people in the community, such as religious leaders or people with authority or influence, acted as a direct instance when they were called upon to resolve conflicts when they arose" (Mazo Álvarez, 2013)[13]. To the extent that the state organises and takes on the function of imparting justice, mediation loses the relevant role it used to have. Or at least, until it has regained strength in recent years, especially with the production of the Singapore Convention.

As we have mentioned, mediation, or alternative dispute resolution methods, have been used throughout history in different ways, being called by different names. However, it should be noted that, although we cannot date the emergence of mediation or alternative dispute resolution methods with an exact date, we can see a large use of these methods in different historical periods, mainly derived from "people's loss of confidence in the judicial system, its over-saturation, the search for decisions in accordance with the needs of the participants, the desire for personal and social closeness to the decision-maker..." (Miranzo de Mateo, 2010)[14].

[13] Mazo Álvarez, H. M., (2013). La mediación como herramienta de la justicia restaurativa. Opinión Jurídica, 12(23),99-114.[fecha de Consulta 21 de Noviembre de 2023]. ISSN: 1692-2530.
[14] Miranzo de Mateo, S. (2010). Quiénes somos, a dónde vamos… origen y evolución del concepto mediación. Revista de mediación, (3).

During the Middle Ages, for example, mediation was mainly used in the field of international relations in order to establish international agreements and relations without the need for conflict.

On the other hand, in the Modern Age, mediation was used as a dispute resolution mechanism especially in the field of International Law, since it was essential to establish relations and pacts between the different actors always respecting authority, which was difficult to acquire, since the rules of the countries were understood as sovereign. This made difficult to establish "bonds of obligation", as the term Miranzo de Mateo mentions, that were not purely based on the use of force or on the assent to the coercion of the internal laws of the sovereign countries in which the relations of International Law were affected. For this very reason, both mediation and arbitration served as a bridge to provide spaces for agreement while respecting the laws and justice of the different countries.

However, it was not until well into the middle of the 20th century that mediation was strongly considered as a method of alternative dispute resolution, through its professionalisation, and it began to acquire the significance it has today.

It is worth mentioning the Hague Convention of 1907, in which the rules on the settlement of international disputes were agreed, and in which arbitration and legal mediation were recognised as non-jurisdictional means of conflict resolution, and which is one of the first precedents with which the recognition of both mediation and arbitration as non-jurisdictional means of conflict resolution began, and which would later lead to the drafting of the New York Convention on Arbitration of 1907, in which arbitration and legal mediation were recognised as non-jurisdictional means of conflict resolution, and which would later lead to the drafting of the New York Convention on Arbitration of 1958, and subsequently, to the Singapore Mediation Convention of 2018.

While it is true that the Hague Convention is a turning point in the evolution of the incorporation of mediation into the public arena, it is also true that the development of mediation is not the same in all parts of the world. Moreover, geographically, the pioneers in the introduction of mediation as a conflict

resolution mechanism are the United States, closely followed by Europe and Latin America, influenced by North American dynamics. In 1947, two years later, the Federal Mediation and Conciliation Service was created in the USA, an independent agency that provided mediation services to industry, the community and government agencies worldwide.

On the other hand, in Europe, with the establishment of the European Commission's Green Paper on Alternative Dispute Resolution in Civil and Commercial Law (2002), ADRs were identified as non-judicial dispute resolution procedures in which a third party participates as a controlling figure, but whose participation occurs impartially throughout the process.

Finally, in 2018, we took a step towards the establishment of mediation as a real out-of-court dispute resolution mechanism with the drafting of the Singapore Convention on Mediation, which certainly was the fundamental step needed to promote the use of mediation more assiduously and in more areas, if we look at the results that the 1958 New York Convention on Arbitration had on the use and promotion of arbitration around the world.

2.3.Existing types of mediation

Mediation as a discipline

Although it is true that mediation as a concept and practice is similar in theoretical terms, it is also true that we can understand mediation as a discipline in which there are different currents, and therefore, at the level of influence on the daily practice of the matter, being part of one current or another completely transforms the concept of mediation and its practice as such.

That is why we can say that there are two philosophical currents of thought within mediation, which transform the concept itself. The first of these philosophical currents arises specifically in the United States and gains recognition and strength in common law countries in general, and on the other hand, we find another current in Europe, which gains exponentially strength in civil law countries.

Thus, for Romero Navarro, according to Mazo Álvarez (2013)[15], "Mediation is associated in the North American current with the idea of conflict resolution between differences, as indicated by Six (1997)".

The North American current of mediation, known as the facilitative model, is focused on conflict resolution through facilitation and mutual understanding, can be analysed and explained through the contributions of several prominent authors in the field of mediation and alternative dispute resolution. These authors have developed theories and practices that stress the importance of communication, the neutrality of the mediator, and the empowerment of the parties involved.

Following this stream of mediation, the mediator is seen as a neutral facilitator who helps the parties to communicate effectively, identifying the interests of the parties and establishing spaces and methods for them to work towards mutually acceptable solutions (Moore, 2014)[16]. Following Bush and Folger's definitions above, focusing on underlying interests rather than positions allows parties to find more creative and satisfactory solutions, without having to strictly enforce laws, but rather creatively seeking solutions that benefit all parties equally, based on mutual recognition of each other's interests.

That is why certain fundamental characteristics can be reflected within the current, such as the focus on interests, so that the parties can arrive at creative and satisfactory solutions (Fisher and Ury, 1981)[17].

The authors mentioned above, and their works reflect the diversity of approaches of mediation on the North American field. Nonetheless, they all share a common factor in their works, which is the highlight of addressing the underlying interests of the parties, effective communication, and the role of the mediator as a neutral facilitator who guides the process.

[15] Mazo Álvarez, H. M., (2013). La mediación como herramienta de la justicia restaurativa. Opinión Jurídica, 12(23),99-114.[fecha de Consulta 21 de Noviembre de 2023]. ISSN: 1692-2530.
[16] Moore, C. W. (2014). The mediation process: Practical strategies for resolving conflict. Jossey-Bass.
[17] Fisher, R., Ury, W., & Patton, B. (2011). Getting to yes: Negotiating agreement without giving in. Penguin Books.

On the other hand, we can observe the European trend, whereby "mediation is considered as a work of constant regulation of the relations of the parties in conflict: it is a matter, then, in mediation, of constantly putting into practice new ties between one and the other, in a true creativity; or of repairing ties that are loose or that have suffered some accident; or of managing ruptures of ties, of differences" (citing Romero Navarro from Mazo Álvarez, 2013)[18].

Although it shares with the North American current the objective of resolving conflicts constructively and out of court, the European current has developed within a diverse legal and cultural context, influenced by the civil law systems that predominate in the region. This diversity has produced a more institutionalised and, in some cases, even more formalised approach to mediation, with significant integration into national judicial systems.

Mediation in Europe has been strongly influenced by EU directives, especially following Directive 2008/52/EC of the European Parliament and of the Council on mediation in civil and commercial matters (De Palo and Trevor, 2012)[19] and national legislation seeking to regulate and promote mediation practice in each country. This has resulted in an approach that, while contemplating the principles of voluntariness, neutrality and confidentiality, also incorporates elements of compulsion in certain contexts, such as mandatory pre-dispute mediation or judicial consideration of mediation attempts.

It is also true that the fact that mediation in Europe is very much shaped by EU Directives, complicating the use of mediation in the cross-border sphere, as mediation is also adapted to the rules established in the member states, thus creating new challenges specific to its implementation and use.

In a way, the European stream of mediation reflects a balance between adapting to legal regulations and preserving the fundamental principles of mediation, such as a party-centred and collaborative approach to conflict resolution, while respecting

[18] Mazo Álvarez, H. M., (2013). La mediación como herramienta de la justicia restaurativa. Opinión Jurídica, 12(23),99-114.[fecha de Consulta 21 de Noviembre de 2023]. ISSN: 1692-2530.
[19] De Palo, G., & Trevor, M. B. (2012). EU Mediation Law and Practice. Oxford University Press.

and taking into account at all times the laws that both the European Parliament and the member countries have created for the regulation of mediation practice.

Mediation as a field of law

Mediation, as a method of conflict resolution, has diversified to accommodate a wide range of disputes related to different areas of law, each designed to deal with specific aspects of conflict according to the context and needs of the parties involved.

The most common areas in which we find the use of Mediation are in the Civil and Commercial field, to resolve business disputes or contractual issues; Family Mediation, which deals with conflicts concerning mostly minors; Labour Mediation, which deals with disputes between employers and employees among others.... [20]

Voluntary Mediation vs. Mandatory Mediation

From its origins, and according to the definitions of mediation we have seen in previous sections, voluntary mediation is based on the principle that the parties in conflict have the autonomy and capacity to seek and reach a mutually satisfactory resolution of their differences, with the help of a neutral mediator, i.e. the principle of voluntariness. This principle focuses its main attention on the importance of the willingness and the need for active participation of the parties, highlighting also the value of the mediation process as a means to restore or improve relationships, beyond the mere resolution of the conflict.

Moore (2014)[21] maintains that self-determination is at the heart of voluntary mediation by giving full control over the mediation process to the parties involved, as well as the final outcome of the mediation, since this is largely related to the outcome as it requires the willingness of all parties to reach a mutually satisfactory consensus.

[20] For more information on the mediation in fields of law, see Annex 1

[21] Moore, C. W. (2014). The mediation process: Practical strategies for resolving conflict. Jossey-Bass.

In this sense, voluntary mediation offers advantages for the parties involved and for the justice system in general, as it is able to foster the preservation of relationships by focusing on cooperation and mutual understanding of the parties. It also facilitates the resolution of disputes that arise in a quick, efficient and effective manner, since by initiating the process voluntarily by the parties, the mediation process already starts with a fundamental point, which is the willingness of the parties to reach mutually favourable solutions. In addition, this also offers opportunities for the parties to reach creative and personalised consensus.

On the other hand, in contrast to voluntary mediation, compulsory mediation is the process by which parties in conflict who have initiated court proceedings are required by a legal provision to participate in mediation before initiating litigious court proceedings.

In contrast to the voluntary spirit of voluntary mediation, the possibility arises that the compulsory nature of participation in a mediation process by judicial bodies for the parties is detrimental to the principle of self-determination of the parties.

Moreover, although compulsory mediation may increase procedural efficiency by reducing the burden on courts, as Wissler (2002)[22] argues, it does not necessarily result in high quality settlements or improved relations between the parties.

On the other hand, Folger (1996)[23] argues that compulsory mediation, when properly implemented, can improve access to justice by offering an alternative and more accessible method of resolving conflict, thereby reducing judicial workload and encouraging the use of alternative dispute resolution methods to judicial dispute resolution.

2.4.International Legal Framework for Mediation

In the international legal arena, there is a growing trend towards harmonisation of ADRs to facilitate their use in cross-border contexts. Recognising that the

[22] Wissler, R. L. (1997). The effects of mandatory mediation: empirical research on the experience of small claims and common pleas courts. *Willamette L. Rev.*, *33*, 565.
[23] Folger, J. P. (1996). La promesa de la mediación. Ediciones Granica SA.

effectiveness of these methods depends to a large extent on the willingness of the parties involved, there is a debate on how their regulation could affect their inherent informality.

In this context, the United Nations Commission on International Trade Law (UNCITRAL) developed the Model Law on International Commercial Conciliation with the aim of reducing the costs associated with international litigation and fostering a cooperative environment. This Model Law covers a wide range of procedures, including mediation and the like, under the term "conciliation".

From an institutional point of view, entities such as the International Chamber of Commerce (ICC) have established ADR and arbitration rules that seek to ensure a transparent and efficient dispute resolution process, allowing the parties some flexibility in determining procedural aspects. These rules provide a common framework that parties can adopt on a supplementary basis and promote the combination of ADR and arbitration through specific clauses, thus facilitating the efficient management and resolution of disputes (Lopez Vallès & Lopez Cárdenas, 2014)[24].

Apart from these legal texts, we must also highlight the EU Directives at European level, mainly Directive 2008/52/EC of the European Parliament and of the Council on certain aspects of mediation in civil and commercial matters. This Directive seeks to promote the use of mediation in the EU, establishing a legal framework that allows the courts of the Member States to refer parties to mediation and to ensure the recognition of mediation agreements in all Member States ((Departamento de Comunicación de la Comisión Europea, consulted 09/03/2024)[25].

We also need to take into consideration the UNIDROIT principles on International Commercial Contracts which, although not exclusively focused on mediation,

[24] López Vallés, S., & López Cárdenas, C. M. (2014). Aproximación a la regulación de la mediación en el derecho internacional privado y el derecho europeo. Revista de Derecho Privado, (51),1-29.
[25] Departamento de Comunicación de la Comisión Europea. (2018 septiembre). Portal Europeo de Justicia. Mediación en los Estados miembros. Web oficial de la Unión Europea.

provide a framework for alternative dispute resolution, including mediation, in the context of international commercial contracts (Unidroit, 2016)[26]. The Hague Principles on Choice of Law in International Commercial Contracts are also fundamental, as they can indirectly influence mediation agreements by establishing which law applies to such agreements (Hage Conference on Private International Law, 2015)[27].

2.5. Differentiation between Mediation and other ADRs

According to Touzard, the intervention of a third party in a negotiation process produces three outcomes, conciliation, mediation or arbitration. In this sense, conciliation and mediation can be considered as synonyms when defining the same situation, despite the fact that at a theoretical level they are separated, as conciliation is defined as a less active function than the third party in mediation (Mazo Álvarez, 2013)[28].

In conciliation, the conciliator draws up a final document called the minutes of conciliation, which must be signed by all parties who have participated in the conciliation process, including the conciliator. This record is not a mere formality but is considered *res judicata* and is therefore an enforceable document (Wenying, W., 2005)[29].

Arbitration, on the other hand, is a process in which the parties submit to arbitration by an arbitrator or a tribunal of several arbitrators who, unlike conciliation and mediation, make a decision on which solution is the most beneficial (Daly, J., 2006)[30].

In this sense, these three dispute resolution mechanisms are interrelated since there is a third party involved and active in the process. However, the point that

[26] UNIDROIT. (2016). Principios sobre los contratos comerciales internacionales.
[27] The Hague Conference on Private International Law. (2015). The Hague principles on choice of law in international commercial contracts.
[28] Mazo Álvarez, H. M., (2013). La mediación como herramienta de la justicia restaurativa. Opinión Jurídica, 12(23),99-114.[fecha de Consulta 21 de Noviembre de 2023]. ISSN: 1692-2530.
[29] Wenying, W. (2005). The role of conciliation in resolving disputes: a PRC perspective. Ohio St. J. on Disp. Resol., 20, 421.
[30] Daly, Joseph L., Arbitration: The Basics (2006). Journal of American Arbitration, Vol. 5, p. 1, 2006.

separates the concepts, we could say, is the place that the third party occupies in this process, namely the arbitrator who issues an arbitration award with a resolution, the conciliator who is normally linked to the structure that holds some kind of power of resolution on the matter, and the mediator, who serves the parties as a method of meeting between arguments, facilitating safe spaces of dialogue for the parties, without being able to make any decision on the most favourable solution.

3. Singapore Convention

In a globalised world, where international commercial transactions are a daily occurrence, there is an urgent need for efficient dispute resolution mechanisms that allow enterprises and consumers to be able to face dispute resolution in a quick and simple way. Faced with this reality, the Singapore Convention on Mediation emerges as an innovative and promising response. Adopted on 7 August 2019, this international treaty represents a milestone in the field of mediation, providing a uniform legal framework for the facilitation of international trade and investment through the amicable resolution of disputes.

The Convention, formally known as the "United Nations Convention on International Settlement Agreements Resulting from Mediation", has the objtective to fill an existing gap in the recognition and enforcement of mediation agreements at the international level. Unlike arbitration and litigation, which already have global instruments such as the 1958 New York Convention for the recognition and enforcement of foreign arbitral awards, mediation hitherto lacked an equivalent mechanism to facilitate the cross-border implementation of its results. The main objectives of the Singapore Convention are to change this scenario by providing legal certainty to parties who opt for mediation as a method of dispute resolution, and then ensuring that the resulting agreements are both recognised and enforceable in the state parties.

This convention is of great importance in the fild of ADRs since relies in its ability to promote mediation as a feasable and effective alternative to the traditional dispute resolution methods as well as in its potential to strengthen

international trade relations in a more simple and less pricy way. That is so because it offers a confrontation process for parties with a relatibely less price than traditional ways of resolving conflicts, which definitely helps to preserve the commertial relations of the involved parties, contributing as well in a more harmonic and collaborative business environment.

3.1. Origin and Development of the Convention

The Singapore Mediation Convention is the result of a coordinated international effort to promote mediation as an effective and efficient method of resolving international commercial disputes. The efforts show a growing recognition of mediation as a valuable alternative to litigation and arbitration, especially in contexts where commercial relationships are sought to be preserved or where quicker and less costly solutions are preferred.

The initiative to develop an international legal framework to facilitate the recognition and enforcement of mediation agreements arose within the United Nations Commission on International Trade Law (UNCITRAL, 2018)[31]. The proposal was based on the need identified by various international trade stakeholders, including legal practitioners, businesspeople and governments, for an instrument that would provide legal certainty and enforceability to agreements reached through mediation.

The emergence of the Convention has been produced through several rounds of negotiations with experts in this field of work as well as representatives from different jurisdictions and legal traditions so that the convention could showcase an harmonised process for the recognition of mediation in different jurisdictions. This process aimed to balance the different perspectives on how the recognition and enforcement of mediation agreements should be structured in order to be effective globally so that all signatory countries could use this convention, but without forgetting to respect the differences in national legal systems.

[31] UNCITRAL. (2018). "Working Group II: Arbitration and Conciliation / Dispute Settlement - Report on the work of the seventy-first session (Vienna, 10-14 September 2018)." A/CN.9/935.

The final text of the Convention was adopted at a ceremony in Singapore on 7 August 2019, giving it its name. The Convention establishes procedures for the request for recognition and enforcement of mediation agreements and sets out the grounds on which a request may be rejected, seeking a balance between the facilitation of international trade and the protection of fundamental legal principles (Hioureas, 2019)[32].

Several authors, such as Matteucci (2021), Hioureas (2019) and Esplugues Mota (2020) have highlighted the importance of the Convention as a step forward in the legitimisation and promotion of mediation worldwide.

Different academic studies have been pointing out that, by providing a mechanism for the recognition and enforcement of mediation agreements, the Convention could increase the confidence of commercial parties in mediation as a viable method of dispute resolution. It has also been discussed how the Convention addresses previous concerns about the lack of a uniform legal framework for international mediation, comparing it to the impact the New York Convention had for arbitration.

It is also true, however, that the Convention does not sufficiently address different issues related to the harmonisation of procedures, the codes of conduct that mediators should have in order to provide a safe space for dialogue while maintaining the basic principles of mediation, the lack of clarity in the distinction between the concept of 'conciliation' and the concept of 'mediation' and the use of new technologies as viable ways to develop and encourage the use of mediation processes as alternative dispute resolution mechanisms (Matteucci, 2021)[33].

3.2. Content and Scope of the Convention

The content of the Singapore Convention is designed to provide a robust legal framework to facilitate the recognition and enforcement of international mediation agreements. Key elements include:

[32] Hioureas, C. G. (2019). The Singapore Convention on International Settlement Agreements Resulting from Mediation: A New Way Forward. Berkeley J. Int'l L., 37, 215.
[33] Matteucci, G. (2021) The Singapore Convention on Mediation, challenges and opportunities.

It is essential to highlight the various definitions that the convention makes, since they are essential terms to be able to subsequently understand the scope and application of the Convention. Some of these fundamental definitions are that of "international conciliation agreement" and that of "party", ensuring a uniform understanding of its provisions (UNCITRAL, 2018)[34].

It is also worth highlighting the scope of application of the convention, understanding that, according to art. 1, the Convention applies to conciliation agreements "resulting from mediation and concluded in writing by the parties to resolve a commercial dispute", and which have an "international" character (UNCITRAL, 2018)[35].

For these purposes, the Convention understands by "International" that (one) or more of the parties have their places of business in different States or (if) the State of the places of business of the parties is different from the State in which they are located. fulfils a substantial part of the obligations derived from the transaction agreement or in the event that the State with which the object of the transaction agreement is most closely related is foreign (UNCITRAL, 2018)[36].

On the other hand, the concept of "Mediation", the Singapore Convention defines it as "a process, regardless of the expression used or the basis on which the process is carried out, by which the parties attempt to reach an agreement." amicable settlement of their dispute with the help of a third person or persons lacking the authority to impose a solution on the parties to the dispute" in its art. 23 (UNCITRAL, 2018)[37].

Furthermore, it should be noted that the Convention does not apply to transaction agreements concluded for "personal, family or domestic purposes" or to those related to "family, inheritance or labor law", as established in article 1.2 of the

[34] Naciones Unidas. (2019). Convención de las Naciones Unidas sobre los Acuerdos de Transacción Internacionales Resultantes de la Mediación.
[35] Naciones Unidas. (2019). Convención de las Naciones Unidas sobre los Acuerdos de Transacción Internacionales Resultantes de la Mediación.
[36] Naciones Unidas. (2019). Convención de las Naciones Unidas sobre los Acuerdos de Transacción Internacionales Resultantes de la Mediación.
[37] Naciones Unidas. (2019). Convención de las Naciones Unidas sobre los Acuerdos de Transacción Internacionales Resultantes de la Mediación.

Convention. Nor The agreement under Article 1.3 applies to conciliation agreements that are enforceable as a court judgment or as an arbitration award, given that application in those two scenarios would normally be within the scope of the Hague Convention (for a court judgment) or the New York Convention (for an arbitration award) (UNCITRAL, 2019)[38].

Therefore, based on this, it is understood that the agreement applies to international conciliation agreements resulting from mediation and that are binding and enforceable, excluding the cases that we have mentioned previously, which are already included in other legal regulations and/or texts.

The agreement establish a list of requirements for the recognition and enforceability of mediation agreements in member states, including in that list the need to provide evidence of the agreement and ensure the formal requirements disposed on the documents of the Singapore Convention.

With regards of the broad scope of the Singapore Convention, it must fulfill the objective of promoting mediation as an efficient and effective alternative to litigation and arbitration in the context of international trade.

For this reason, the body of the Convention deals with International Applicability, since the convention seeks to overcome the jurisdictional barriers that previously complicated the recognition and execution of these agreements in different countries. At the same time, it is also intended to provide a clear and reliable mechanism for the execution of mediation agreements, the agreement encourages commercial parties to opt for mediation as a method of conflict resolution.

3.3. Signatories and Adoption at the International Level.

The Singapore Convention represents a new big step in the field of international dispute resolution since it facilitates the implementation and international recognition of mediation agreements, which contribute to the effectiveness of mediation as a global dispute resolution tool. Its importance lies in providing a clear and efficient mechanism for mediation agreements to be recognised and

[38] Naciones Unidas. (2019). Convención de las Naciones Unidas sobre los Acuerdos de Transacción Internacionales Resultantes de la Mediación.

enforced in the signatory countries, which provides legal certainty and predictability to parties in international disputes. Precisely because of these objectives that the convention maintains as a fundamental point, it is crucial to know the level of adherence and ratification of the countries, since this fact determines or can determine the degree of success or failure of the convention.

The accession of countries to the Singapore Convention is the most important step for its success and effectiveness. This is because while becoming signatories, countries commit to recognise and enforce international mediation agreements under the terms of the convention. Then, the convention creats an enabling environment for international trade and investment by ensuring that dispute resolutions are feasible to manage.

In May 2023, 55 states have already signed the Singapore Convention and some have already ratified it or are in the process of doing so. The signatory include a wide range of countries from different regions and legal systems, that showcases the broad support and relevance of this convention internationally. Some of the signatories include the United States, China, India, South Korea, Singapore, among others [39]. The diversity of signatories reflects the universal recognition of the importance of providing a sound and consistent basis for the resolution of international commercial disputes through mediation (UNCITRAL, consulted in may 2023)[40].

3.4. Impact on the Facilitation of the Mediation Process at the Global Scale.

The Singapore Convention on Mediation has been a historic milestone in the recognition and enforcement of settlement agreements reached through mediation at the international level in the field of international trade, as it puts the focus on Mediation and separates alternative dispute resolution methods from Arbitration. In this regard, the agreements set out in the Singapore Convention, adopted on 7 August 2019, present great potential in terms of resolving cross-border

[39] Go to Annex II to see the completed list of signatory countries
[40] UNCITRAL. Status: United Nations Convention on International Settlement Agreements Resulting from Mediation.

commercial disputes, and offer an efficient and harmonised mechanism that favours mediation over other forms of dispute resolution.

The main objective of the convention is the ability to enforce mediation agreements in international commercial matters, as set out in the Model Law on International Commercial Mediation and the international settlement agreements resulting from mediation. However, a fundamental factor also arises, which is that, in order to be effective, signatory countries must adapt their domestic legal system to be able to ratify the Convention subsequently, which poses significant problems in terms of the harmonisation process in different countries (Matteucci, 2021)[41].

This idea is clearly reflected in the reservations made by signatory countries. In this sense, the Islamic Republic of Iran, made reservations regarding its implementation in various areas.

- "The Islamic Republic of Iran is not bound to apply the Convention to settlement agreements to which it is a party, or to which any state agency, or any person acting on behalf of a state agency, is a party, to the extent set out in the declaration;

- The Islamic Republic of Iran shall apply the Convention only to the extent that the parties to the settlement agreement have consented to its application;

- The Islamic Republic of Iran will have the possibility to make reservations at the time of ratification;

- The Islamic Republic of Iran, in accordance with the relevant provisions of the Convention, reserves the right to enact laws and regulations to cooperate with States" (United Nations Commission on Trade Law, accessed 15/03/2024)[42].

In relation to this, reservations are also made by various countries such as Belarus, Georgia, Kazakhstan and Saudi Arabia, referring to the non-application of this

[41] Matteucci, G. The Singapore Convention on Mediation, challenges and opportunities.
[42] UNCITRAL. Status: United Nations Convention on International Settlement Agreements Resulting from Mediation

convention in settlement agreements to which governments or any State agency, or person acting on behalf of a State agency, is a party.

Other reservations are also made by different countries at the time of signature such as Georgia, Japan and Kazakhstan regarding the application of the agreements set out in the convention in the event that the other party with which the agreement is being made does not explicitly accept its application.

Despite this, the main innovation and strength of the Convention lies in its ability to give international mediation agreements an enforceable character, overcoming one of the major historical obstacles in mediation, namely the lack of an effective mechanism for the implementation of such agreements, as prior to the agreements set out in the convention, parties who reached an agreement through mediation were faced with a structural situation in which, in the absence of a possibility to directly enforce mediation agreements at the transnational level, they had to initiate legal proceedings or arbitration in foreign jurisdictions to enforce their rights in the event of a breach by one of the parties. In a way, we can say that the agreements reached in the Singapore Convention turn "the agreement concluded by the parties in a mediation procedure with elements of internationality into a delocalised title endowed with direct enforcement in those countries that eventually ratify it" (Esplugues Mota, 2020)[43].

The Convention provides legal certainty to the parties, ensuring that mediation agreements can be recognised and enforced in a similar way as arbitral awards are recognised and enforced under the 1958 New York Convention, but it clearly differs from the New York Convention by not directly incorporating any reference to the recognition or enforcement of agreements concluded by the parties to a mediation. However, this absence of mention is remedied by establishing formal requirements for enforcing mediation agreements, which are subject to the need to submit various documentary evidence, the settlement agreement, in writing and signed by the parties, evidence that the settlement agreement was reached as a

[43] Esplugues Mota, C. (2020). La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato. La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato, 53-80.

result of mediation, if the settlement agreement has not been drafted in an official language of the particular party to the Convention where measures are sought, the authority may request a translation of the agreement and may additionally require any type of document that is deemed necessary to verify compliance with the requirements set out in the Convention (Esplugues Mota, 2020)[44].

By providing a strong legal framework for the recognition and enforcement of international mediation agreements, the appeal of mediation as an alternative dispute resolution method has been strengthened, promoting a more efficient approach to international trade, that has greatly been helped by some critical voices of the international arbitration system because it is thought to have been deviated from its real and original meaning. This situation has put mediation as a new leading method for the resolution of international commercial disputes.

3.5. Challenges and Opportunities in the Implementation of the Convention

Following the Singapore Convention on Mediation, an important milestone has been reached in the field of international dispute resolution, as mentioned above. However, despite its remarkable benefits, the implementation of the Convention presents both challenges and opportunities for states, mediation institutions, businesses and legal practitioners.

These points were in fact discussed at the Second International Seminar organised by the Korean International Mediation Centre, held in Seoul in December 2021.

In this regard, Delcy Lagones de Anglin, commented that "It was evident that a robust framework for enforceability of mediated agreements was needed. There were already two sides of the Enforceability Triangle in place - the New York Convention for Arbitration and the Hague Convention for Litigation - but the third side was missing - a Convention for Mediation". Francis Law proposed the need to ensure that mediation centres should establish properly designed rules and high

[44] Esplugues Mota, C. (2020). La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato. La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato, 53-80.

standard procedures in order to organise high quality mediation proceedings and provide guidance in the organisation of mediation, help to choose mediators, assist with logistical issues... (Matteucci, 2021)[45].

Although these points emerge as opportunities in terms of improving the quality of the mediation process and thus promoting its use as an alternative dispute resolution method, there are also several seminar participants who point to various challenges in the development of the field.

In this sense, Rajesh Sharma mentions in relation to art. 1 of the agreements reached in the convention, that the term 'place of business' is not defined in the Singapore Convention". Therefore, "As the Singapore Convention will be used by lawyers and judges who are trained in litigation, and arbitration and carry to baggage of their pre-notion or borrow the concept from other instruments and using it to interpret the Singapore Convention then the whole purpose of the Singapore Convention will be frustrated. Therefore, it is important that an uniform judicial culture of governance for the Singapore Convention be developed from the beginning". Furthermore, the question was raised in the Seminar by Yun Jae Baek as to whether the Singapore Convention could be applicable in a conflict between an investor and a state (Matteucci, 2021)[46].

To this question can be added the doubts mentioned by Lee Caplan in ISDS Reform and the Proposal for a Multilateral Investment Court, in which he mentions that several states have raised serious doubts regarding the resolution of investor-state disputes, due to the high cost and time involved, the lack of consistency in arbitration agreements and the potential bias in arbitration agreements. Thus, international mediation could emerge as a mechanism that can resolve these issues not only in the commercial sphere but also in the investment sphere if they are related to commercial issues (Hioureas, 2019)[47].

[45] Matteucci, G. The Singapore Convention on Mediation, challenges and opportunities.
[46] Matteucci, G. The Singapore Convention on Mediation, challenges and opportunities.
[47] Hioureas, C. G. (2019). The Singapore Convention on International Settlement Agreements Resulting from Mediation: A New Way Forward. Berkeley J. Int'l L., 37, 215.

However, in order to achieve maximum effectiveness of the Agreements adopted in the Convention, ratification by a significant number of states is essential to ensure their effectiveness on a global scale. And despite ratification by a large number of countries, there are still challenges in harmonising the concept of mediation as well as its practice due to the diversity of legal and cultural systems of mediation (Matteucci, 2021)[48].

A clear example of this can be seen in our Spanish legal system, in relation to art. 4 of the convention, since it specifies formal requirements for <<enforcing>> mediation agreements. This raises doubts in our system, since it is a terminology that is not used in our legal system, nor is it used in the countries around us, mainly countries with civil law systems. This may pose multiple problems of interpretation in the future, due to its generalist air and the absence of a real applicable legal meaning (Esplugues Mota, 2020)[49].

Another clear example occurs in the Korean legal framework. Nohyoung Park stated that "The Singapore Convention would not adversely intervene or be significantly in conflict with the current systems of mediation in Korea. The court-involved mediation, which is often a case in Korea, is out of the application of the Convention. The other systems of mediation are not directly aiming at settling international commercial disputes. The Uncitral Model Law, applying to international commercial mediation would certainly be a good model for civil or private mediation, independent from court-involved or administrationinvolved mediation, in Korea. The so-called 'Commercial Mediation Basic Law', if enacted, would certainly reflect the provisions of the Model Law. The newly enacted law may affect the court-involved and other systems of mediation positively to be in line with the global standard of mediation as provided in the Model Law" (Matteucci, 2021)[50].

[48] Matteucci, G. The Singapore Convention on Mediation, challenges and opportunities.
[49] Esplugues Mota, C. (2020). La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato. La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato, 53-80.
[50] Matteucci, G. The Singapore Convention on Mediation, challenges and opportunities.

Therefore, despite the clear benefits that the Singapore Convention on Mediation has fostered, such as the promotion of mediation, enabling the option to establish it as preferential to other ADRs, international legal harmonisation, fostering the confidence of the parties in the use of this method of dispute resolution..., there are also different areas in which the Singapore Convention on Mediation is reflected in its implementation. (Hioureas, 2019)[51]. In addition, there are also different areas in which there are opportunities for development and improvement in order to achieve a complete harmonisation of mediation at a global level, among which we find the harmonisation of procedures, due to the different currents and cultures on mediation, the mediators' codes of conduct, which should be harmonised in all countries, which should be harmonised in all signatory countries, the overlap between the concepts of "conciliation and mediation" and the use of technology to facilitate mediation processes, always ensuring the confidentiality of the process, as well as the fundamental principles surrounding mediation (Matteucci, 2021)[52].

3.6. Comparison between the New York Convention on Arbitration and the Singapore Convention on Mediation.

Since the middle of the 20th century, international commercial arbitration has been considered one of the most important alternative dispute resolution methods for resolving disputes arising in the international commercial sphere. However, it is also true that the <<Americanisation>> of the practice of arbitration has led to new debates on its conversion into a kind of new litigation, as mentioned by Tipanowich in his paper <<Arbitration: The new litigation>> (Esplugues Mota, 2019)[53].

This factor is undoubtedly a way of promoting support for international mediation as opposed to arbitration, since it facilitates a simpler procedure than arbitration,

[51] Hioureas, C. G. (2019). The Singapore Convention on International Settlement Agreements Resulting from Mediation: A New Way Forward. Berkeley J. Int'l L., 37, 215.
[52] Matteucci, G. The Singapore Convention on Mediation, challenges and opportunities.
[53] Esplugues Mota, C. (2020). La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato. La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato, 53-80.

offers greater control over the outcome to the parties, since in mediation the guiding principle is the autonomy of the will of the parties in relation to their participation in the mediation and their decisive capacity regarding the final solution, as well as the possibility of reaching solutions that are beneficial to all parties through agreement between them. It also allows for cost and time reductions, in relation to an arbitration process, which has a set price table. An example of this is in the price of arbitration proceedings in Spain, specifically in Barcelona, where it is established, among others, that the administration of the arbitration generates the payment of a single fee that includes the arbitrator's fees and the administration rights of the Arbitration Court of Barcelona. An example is that if the amount involved is up to €2,000,000, the maximum and minimum fee is €500.00[54] in 2022[55]. On the other hand, mediation sessions can range in price from €50 to €100[56], depending on the mediator.

On the other hand, it should be noted that one of the reasons why, until now, there has not been a harmonised international regime on mediation that guarantees the enforceability and effectiveness of agreements reached in mediation is because they are more difficult to enforce than arbitration awards, in the event that one of the parties fails to comply (Esplugues Mota, 2020)[57].

In any case, it is precisely the appearance of the 1958 New York Convention on Arbitration that allowed arbitration to position itself in a situation of predominance over the rest of ADRs. Moreover, it is worth mentioning that initially only 10 countries signed the convention, and by the time it came into force it already had 24 signatories. Subsequently, in 2023, 172 states could be counted as signatories[58]. This can only have come about, among other reasons, because of the very nature of the arbitration process, i.e. the confidentiality and

[54] Tribunal Arbitral de Barcelona. Nuevas Tarifas aprobadas el 26 de octubre de 2022 por acuerdo de la Junta Directiva (14/11/2022).
[55] Go to the Annex III to see the complete table of prices
[56] Escuela Internacional Mediación. ¿Cuánto cuesta una mediación? (12/11/2019)
[57] Esplugues Mota, C. (2020). La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato. La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato, 53-80.
[58] See Annex III to read the complete list of signatory countries.

flexibility of the process, the ability to enforce arbitral awards and the numerous treaties between states that recognise its effectiveness. Compared to the Singapore Convention on Mediation, at the time of its signature in August 2019, there were already 46 signatories, including China, India, South Korea... By 2021 there were 55 signatories and 8 ratifications by Belarus, Ecuador, Fiji, Honduras, Qatar, Saudi Arabia, Singapore and Turkey (Matteucci, 2021)[59].

This is why it is to be expected that the Singapore Convention will follow in the footsteps of the 1958 New York Convention and could reverse the trend of arbitration predominating over other ADRs, due to its reduced cost, and the ease of adoption of satisfactory agreements and participation of the parties.

4. Comparison of Common Law and Civil Law Countries in the Implementation of Mediation

Globalization and international exchange have not only strengthened commercial, social, ideological and cultural relations between countries, but have also revealed the diversity and complexity of the legal systems that govern these relations. A fundamental distinction in the international legal landscape is that between countries with common law legal systems, such as the United States and the United Kingdom, and those governed by civil law systems, including Spain, Italy, Germany and France. This diversity not only reflects differences in the structure and origin of each system, but also influences the interpretation of law, conflict resolution, and legal practice in the context of mediation and resolution of international commercial disputes, an issue that It is of great interest for this work, since these differences can provoke own interpretations regarding the Singapore Convention on Mediation and hinder the process of harmonization of mediation at a global level, due to the differences in the culture and procedures of the mediation.

Common law systems are traditionally known by their role of judicial precedents and their innovative perspective, which creates a scenario with a much more flexible framework that can be adapted when changing circumstances and new

[59] Matteucci, G. The Singapore Convention on Mediation, challenges and opportunities.

challenges emerge. Civil law countries, on the other hand, are known because of their tendency to coding with comprehensive rules and the strict application of written law, which provides a predictable and uniform legal framework that seeks to ensure legal coherence and stability.

That is why it is worth exploring the legal foundations of mediation in the different countries mentioned in order to try to compare the operation of mediation in said countries with differentiated legal systems and thus discern what could be improved to promote the implementation of the Singapore Convention. and the frequent use of mediation in these countries successfully.

4.1. Legal Foundations of Mediation in Common Law Countries

In common law legal systems, such as those of the United States and the United Kingdom, the legal foundations of mediation reflect the main characteristics of common law systems mentioned above, which reflect the adaptability and importance of judicial precedent. Over the years, both countries have developed strong legal frameworks that recognise and encourage the use of mediation as an effective method of dispute resolution, reflecting their commitment to promoting alternative solutions to traditional litigation. In fact, mediation as a method of dispute resolution used to be used only in Anglo-Saxon legal families. However, at the end of the 20th century, this alternative dispute resolution system began to catch on in civil law societies.

In the United States, mediation has been widely adopted at both the state and federal level, with legislation and programmes promoting its use in a variety of contexts, from civil and commercial disputes to family and labour disputes. Burger (1982), United States Secretary of Justice said: "The obligation of our professions [...] is to serve as healers of human conflict. To fulfil our traditional obligation means that we should provide mechanisms that can produce an acceptable result in the shortest possible time, with the least possible expense and

with the minimum stress on the participants. That is what justice is all about" (Agapiou, 2015)[60].

The Uniform Mediation Act (UMA), which applies in more than 10 US jurisdictions, and the Federal Mediation Confidentiality Act are examples of how legislation has sought to provide a legal framework that ensures confidentiality and voluntariness in the mediation process, which are considered essential to its effectiveness. In addition, numerous federal and state courts have integrated mediation programmes as part of their procedural system, demonstrating the institutionalisation of this practice (Deason. E., 2015)[61].

In the UK, mediation has similarly been promoted as a fundamental tool for dispute resolution. This can be clearly reflected by Lord Woolf's recommendations, which were incorporated into the Civil Procedure Rules in 1999, which included the option of mediation, whereby judges could stay proceedings for a month to allow for a period of mediation. In addition, the English courts also have the power to impose pecuniary sanctions, generally set out in the costs of proceedings, for parties who unreasonably refuse mediation. This can be clearly reflected in the judgments that have been handed down since the Halsey v. Milton Keynes NHS Trust case, in which the need to establish rewards or penalties for parties for participating in mediation or otherwise unreasonably delaying or rejecting it was put on the table (Agapiou, 2015)[62].

The Arbitration Act 1996, although focused on arbitration, has indirectly contributed to a favourable environment for mediation by underlining the importance of alternative dispute resolution (ADR). In addition, the Civil Mediation Council's Code of Conduct sets professional standards for the practice

[60] Agapiou, A. (2015). The factors influencing mediation referral practices and barriers to its adoption: A survey of construction lawyers in England and Wales. International Journal of Law in the Built Environment, 7(3), 231-247.
[61] Deason, E. E. (2015). Agreements in International Commercial Mediation: A New Legal Framework. Disp. Resol. Mag., 22, 32.
[62] Agapiou, A. (2015). The factors influencing mediation referral practices and barriers to its adoption: A survey of construction lawyers in England and Wales. International Journal of Law in the Built Environment, 7(3), 231-247.

of mediation, ensuring its integrity and the competence of mediators (Civil Mediation Council, consulted 15/03/2024)[63].

4.2. Legal foundations of mediation in Civil Law Countries

Countries with civil law legal systems, such as Italy, Germany, France and Spain, have developed specific legal frameworks to integrate mediation as an essential tool in dispute resolution, which helps to the development of mediation and the possibility for mediation to be spread across countries and institutionalized in an international level. Although each of these countries has its own peculiarities in its approach to mediation, they all share a common interest in promoting mediation as an efficient, quick and less costly means than traditional court litigation.

In Italy, mediation has acquired a particularly prominent relevance following the implementation of Legislative Decree no. 28/2010, which introduced a legal framework for mediation in civil and commercial matters. This decree, which was initially mandatory in certain cases, has been modified to encourage parties to voluntarily submit to mediation, while maintaining incentives for its use, with the Decree Law nº69, of 21 of June of 2013, which has been converted into Law nº98 by the Decree Law nº132, and so on, until the modification that changed in and converted it in Law nº 162, of november 10th in 2014. It also has to follow the specific rules for mediation established by the European Union. Italian legislation is notable for its focus on the training and accreditation of mediators, ensuring quality and professionalism in the mediation process (Departamento de Comunicación de la Comisión Europea, consulted in 7/03/2024)[64].

Germany, on the other hand, has addressed mediation through the Mediation and Other Dispute Resolution Procedures Act (Mediationsgesetz) of 2012. This law defines the fundamental principles of mediation and sets standards for mediation practice, as well as encouraging the use of mediation in judicial and extra-judicial settings. The Law incorporates the European Directive 2008/52/CE from the European Parliament and the Council, of may 21st, in 2008, about certain aspects

[63] Civil Mediation Council. CMC Individual Membership Categories and Rules (15/03/2024).
[64] Departamento de Comunicación de la Comisión Europea. (2018 septiembre). Portal Europeo de Justicia. Mediación en los Estados miembros. Web oficial de la Unión Europea.

of mediation in civil and commercial concerns. (Departamento de Comunicación de la Comisión Europea, consulted in 7/03/2024)[65].

In France, mediation has been promoted by both legislative and judicial initiatives. Law No 95-125 of 1995 was an important starting point, integrating mediation into the legal system and providing a framework for its development. Subsequently, the Code of Civil Procedure has incorporated various provisions promoting the use of mediation, especially in the context of judicial dispute resolution, where judges can propose mediation to the parties. The law 2019-222 also introduces mediation after litigation in the art. 373-2-10 in the Civil Code. Mediation can also be used in penal cases by art. 41.1. of the Penal Code. The changes introduced by art. 7 in Law 2016-1547, stablishes certain reasons why mediation could be compulsory. (Departamento de Comunicación de la Comisión Europea, consulted in 7/03/2024)[66].

Spain has shown a growing interest in mediation with the passing of Law 5/2012 on Mediation in Civil and Commercial Matters. This law seeks to promote and regulate mediation as an effective alternative method of dispute resolution, establishing basic principles such as voluntariness, impartiality and confidentiality. In adults justice, in penal matters it has been also introduced by law 4/2015, of April 27th. Spanish law also provides for the training of mediators and their registration in official registers, thus guaranteeing a quality mediation service. (Departamento de Comunicación de la Comisión Europea, consulted in 7/03/2024)[67].

4.3. Comparison of the functioning of mediation in countries with different legal systems within the Common-Civil Law framework.

In the previous section we have seen which are the fundamental legal bases of the civil law and common law systems for mediation. However, the way mediation is

[65] Departamento de Comunicación de la Comisión Europea. (2018 septiembre). Portal Europeo de Justicia. Mediación en los Estados miembros. Web oficial de la Unión Europea.
[66] Departamento de Comunicación de la Comisión Europea. (2018 septiembre). Portal Europeo de Justicia. Mediación en los Estados miembros. Web oficial de la Unión Europea.
[67] Departamento de Comunicación de la Comisión Europea. (2018 septiembre). Portal Europeo de Justicia. Mediación en los Estados miembros. Web oficial de la Unión Europea.

implemented within the two legal frameworks varies significantly. This is due to both cultural and historical factors.

As discussed above, in civil law countries, mediation has been institutionalised mainly through legislation, with specific laws aiming to integrate mediation within the judicial system (De Palo & Trevor, 2012)[68]. In this regard, it is worth noting the attempts in both Italy and Spain to adopt laws promoting the use of mediation prior to the formation of litigation. On the other hand, in Germany and France, mediation is seen as a very useful tool to relieve the heavy burden on the courts, always stressing the importance of voluntariness and confidentiality in the mediation process.

On the other hand, in common law countries such as the United Kingdom and the United States, mediation has evolved differently from civil law countries, in a more organic way, mainly driven by the legal community, rather than by specific legislative mandates. In the UK, although there is legislation facilitating and promoting the use of mediation, many of the initiatives related to mediation have emerged from judicial practice (Welsh, 2004)[69] and recommendations from professional bodies. In addition, the punitive mechanisms used in courts for parties who do not use mediation in the right way for no apparent reason, widely promotes the use of mediation, and that mediation is indeed seen as an effective alternative dispute resolution mechanism.

In the United States, mediation has found wide developmental ground within the framework of party autonomy and an emphasis on procedural efficiency, with broad acceptance in most states and federal jurisdictions, but without a uniform mandate at the national level, as clearly exemplified by the Uniform Mediation Act, which is accepted in more than 10 US jurisdictions (Deason, E., 2015[70]). At the same time, it is increasingly true that within US legal practice, we can find many cases in which mediation is "institutionalised", within which we find a

[68] De Palo, G., & Trevor, M. B. (2012). EU Mediation Law and Practice. Oxford University Press.
[69] Welsh, N. A. (2001). The Thinning Vision of Shelf-Determination in Court-Connected Mediation: The Inevitable Price of Institutionalization. Harv. Negot. L. Rev., 6, 1
[70] Deason, E. E. (2015). Agreements in International Commercial Mediation: A New Legal Framework. Disp. Resol. Mag., 22, 32.

considerable increase in cases in which the level of participation in mediation sessions is evaluated and in this way monetary fines are established for those who do not participate in good faith in mediation (Aveta, 2017)[71].

In relation to these differences, it is worth highlighting the figure of the mediator and the approach to the process, since while civil law systems tend to emphasise the structure and formality of the mediation process, closely following the codification trends typical of civil law systems, common law systems emphasise the flexibility and adaptability of the process to the specific needs of the parties (Alexander, 2001)[72]. In this sense, as mentioned by Aveta (2017)[73]: "The Decree Law 69/2013 has also identified what kind of information shall be given to the parties and the procedure to follow at the fi rst meeting, stating (in art. 8 of Legislative Decree 28/2010) the mediator's obligation to determine "the function and the conducting way of the mediation "35, as well as the duty to invite the parties and their lawyers to give their views on the initiation of proceedings". It is also worth noting that these issues can be found in the Spanish legislation, in the Legislative Decree 5/2012, which establishes the introductory contents that the mediator must inform in relation to "his profession, training and background" (Aveta, 2017)[74].

In turn, the way mediation is promoted and integrated into the judicial system is also noteworthy, as this reflects cultural and perception differences in conflict resolution between countries of different legal systems, since in civil law countries, legislation acts as a main catalyst for the use of mediation, whereas in common law countries, the acceptance and promotion of mediation has largely been achieved through awareness raising, education and professional practice (Alexander, N., 2001)[75].

5. Factors influencing the effectiveness of mediation

[71] Aveta, R. (2017). The Italian model of civil and commercial mediation
[72] Alexander, N. (2001). What's law got to do with it? mapping modern mediation movements in civil and common law jurisdictions. Bond Law Review, 13(2), 335-363
[73] Aveta, R. (2017). The Italian model of civil and commercial mediation
[74] Aveta, R. (2017). The Italian model of civil and commercial mediation
[75] Alexander, N. (2001). Mediation in practice: Common law and civil law perspectives compared. Int'l. Trade & Bus. L. Ann., 6, 1

Although mediation has been gaining momentum as an alternative dispute resolution mechanism over the last decade, the fact remains that the effectiveness of mediation is neither uniform nor guaranteed in all situations, as there may be several factors that significantly influence the success or failure of the mediation process, which can widely affect both the development of the mediation and its outcomes. These factors include the willingness and attitude of the parties involved, the skills and experience of the mediator, the legal and regulatory framework, and the specific characteristics of the conflict (Agapiou, 2015)[76].

The attitude and willingness of the parties to voluntarily participate in the mediation process are the most important. With an open-mind attitude, the genuine desire to find a solution ang the willingness to compromise parties involved in a mediation process can definitely have a facilitated process because of the communicative scenario. Also, the figure of a competent and experienced mediator on the process, who can guide it while maintaining the principles of impartiality and voluntarism is essential for a successful resolution (Moore, 2014)[77].

Moreover the legal environment in which mediation is established can have a differentiated effect in mediation. It can rather facilitate their process or hinder its application and effectiveness. Legislation and policies that promote mediation, provide clear frameworks and offer guarantees of confidentiality can encourage its use and increase confidence in the process (Aveta, 2017)[78].

5.1. Cultural, social and philosophical factors influencing mediation

When we talk about mediation, we understand the concept and its implications. However, it is also true that in order to fully understand the practice of mediation and its entrenchment or lack thereof in a legal system, we must try to understand

[76] Agapiou, A. (2015). The factors influencing mediation referral practices and barriers to its adoption: A survey of construction lawyers in England and Wales. International Journal of Law in the Built Environment, 7(3), 231-247.
[77] Moore, C. W. (2014). The mediation process: Practical strategies for resolving conflict. Jossey-Bass.
[78] Aveta, R. (2017). The Italian model of civil and commercial mediation.

the social, cultural and philosophical aspects or factors that may affect the practice and acceptance of mediation in a particular legal system.

In this regard, from a cultural perspective, the importance given to communal harmony in many Asian cultures may encourage the search for consensual solutions and the use of mediation as a preferred method (Moore, 2014)[79]. Examples of this type also occur in European culture, as the EU has established its own conflict resolution mechanisms, within which mediation plays a key role, with Directive 2008/52/EC. (Aveta, 2017)[80].

Social aspects, within which we must include the power structure and gender relations that occur between members of society, can also influence the dynamics and outcomes of mediation, since the social position of the parties and their access to certain resources can affect their willingness to participate in the process and the balance of power within mediation (Menkel-Meadow, 2011)[81].

From a philosophical point of view, mediation is based on principles of autonomy, voluntariness and confidentiality, promoting a view of conflict not as something necessarily negative, but as an opportunity for constructive dialogue and mutual understanding (Bush and Folger, 2004)[82]. This philosophical conception may contrast with more adversarial legal traditions, influencing how mediation is conceptualised and practised in different contexts.

In short, cultural, social and philosophical factors are significant determinants in the effectiveness of and approach to mediation. Recognising and understanding these influences is critical for mediators, who must be able to navigate these complexities to effectively facilitate conflict resolution.

5.2. Role of legal culture in mediation

[79] Moore, C. W. (2014). The mediation process: Practical strategies for resolving conflict. Jossey-Bass.
[80] Aveta, R. (2017). The Italian model of civil and commercial mediation.
[81] Menkel-Meadow, (2011) C. Women in Dispute Resolution: Parties, Lawyers and Dispute.
[82] Bush, R. A. B., & Folger, J. P. (2004). The promise of mediation: The transformative approach to conflict. Jossey-Bass.

The role of legal culture in mediation plays a fundamental role in understanding how different legal systems influence the practice and perception of mediation as a conflict resolution tool, since it defines expectations and behaviours in the conflict resolution process. Moreover, as we have seen above, depending on the legal and cultural tradition, mediation can be understood and practised in very different ways, significantly influencing its adoption and effectiveness.

In common law systems, such as in the United States and the United Kingdom, mediation has been adopted as a complement to the judicial system, offering an alternative and less formal method of dispute resolution, with mediation understood as a voluntary and flexible process whose aim is to focus on the autonomy and voluntariness of the parties. In these jurisdictions, the legal culture promotes the autonomy of the parties to find their own solutions, and mediation is understood as an extension of the judicial system, where the emphasis is on efficiency and the reduction of the procedural burden (Alexander, N., 2017)[83].

On the other hand, in civil law systems, mediation has recently been integrated in order to reduce the amount of cases directed to judicial courts, and thus, promoting de effectivenes of ADRs. In these legal systems, mediation is understood as a tool that can improve access to justice while reducing the time and cost of litigation (Esplugues Mota, 2013)[84].

In some countries, taking Spain and Italy as an example, the legal culture has integrated mediation, but with a particular emphasis on conciliation and community engagement. These traditions stress the importance of social harmony and collaboration, reflecting socio-cultural values that favour consensus and group cohesion over individualism (De Palo & Trevor, 2012)[85].

[83] Alexander, N. M. (2017). Global Trends in Mediation. Mediation und Konfliktmanagement Praxishandbook (2nd Edn.), Baden-Baden, Nomos-Verlag.
[84] Esplugues Mota, Carlos, José Luis Iglesias Buhigues, and Guillermo Palao Moreno (2013). Civil and Commercial Mediation in Europe / Edited by Carlos Esplugues, José Luis Iglesias, Guillermo Palao. Cambridge: Intersentia, 2013. Print.
[85] De Palo, G., & Trevor, M. B. (2012). EU Mediation Law and Practice. Oxford University Press.

As we have seen, mediation is profoundly influenced by the legal and cultural history of the region or country into which it is intended to be integrated, resulting in significant variations in its implementation and perception.

5.3. Influence of legal education on the acceptance of mediation

Legal education in the field of mediation is a key factor in the acceptance and promotion of mediation as an effective tool for conflict resolution in legal practice. It is very important that law schools in universities around the world recognise the importance of training lawyers as mediators and not only focus on the field of litigation, and therefore introduce subjects related to mediation and alternative dispute resolution systems.

In many legal systems, traditional legal training has been focused on litigation. However, the increasing burden on judicial systems and the need for alternative dispute resolution methods have required a change in law school subjects so that they introduce alternative dispute resolution systems in its criteria. Academic institutions in countries such as the United States and the United Kingdom, for example, have incorporated courses in negotiation and mediation, promoting a broader view of legal practice that includes alternative dispute management skills (Weinstein, 1990)[86].

In Europe, in civil law systems, legal education has started to adapt, incorporating mediation and negotiation modules. The integration of these skills into law courses reflects a recognition of the importance of mediation in contemporary dispute management and the administration of justice (Esplugues & Marquis, 2015)[87]. On the other hand, in countries such as Italy and Germany, the incorporation of mediation into legal education has been slower but is consistent. This integration can be seen in the changing of curricula universities are starting to do so that they offer more courses and seminars dedicated to alternative dispute

[86] Weinstein, J. (1990). Teaching Mediation in Law Schools: training lawyers to be wise. NYL Sch. L. Rev., 35, 1992

[87] Esplugues, C., & Marquis, L. (2015). New Developments in Civil and Comercial Mediation. Springer, Switzerland

resolution methods, which highlights the need for mediation skills in modern legal practice (Steffek, 2012)[88].

The implementation of mediation education programmes not only prepares future legal professionals in the use of mediation techniques, but also fosters an open and flexible legal culture towards alternative dispute resolution methods, which greatly benefits the possibility of reducing the burden on the courts. This educational change is essential for the acceptance and success of mediation, as it paves the way for legal professionals to support and foster environments where mediation is one of the tools of choice (Menkel-Meadow, 2011)[89].

5.4. Importance of confidentiality and flexibility in the mediation process and the mediator's inability to perform in subsequent statements of the procedure.

Mediation has a set of essential characteristics that are key to achieving a satisfactory and successful outcome of the mediation process. Fundamental characteristics are the impartiality and neutrality of the mediator, as well as confidentiality and flexibility in the mediation process.

Regarding the mediator's impartiality and neutrality, this concept refers to the need for mediation professionals not to impose solutions that are more correct than those of the parties. In any case, the mediator must maintain an attitude of active listening and use mechanisms to facilitate discourse and debate between the parties to reach a solution themselves through consensus (Aveta, 2017)[90].

As for confidentiality, this is a fundamental factor to promote the favourable outcome of the mediation process, since the mediator cannot expose information that has arisen during a mediation process to any person. This principle is widely related to the incompatibility of mediators to participate in other phases of the process, in case the mediation does not work, since in this way they would opt for

[88] Steffek, F. (2012). Mediation in the European Union: Introduction.
[89] Menkel-Meadow, (2011) C. Women in Dispute Resolution: Parties, Lawyers and Dispute.
[90] Aveta, R. (2017). The Italian model of civil and commercial mediation.

one of the parties, which would break the principle of impartiality and neutrality in mediation (Agapiou & Clark, 2018)[91].

6. Perspectives for Improvement and Recommendations

It is true that in recent years we have achieved a lot in the field of mediation implementation around the world, especially after the signing of the working documents of the Singapore Convention on Mediation 2018, which has provided an international basis to foster a possible harmonisation of international practice, and to put mediation at the forefront of alternative dispute resolution tools.

However, it is also true that despite the steps we have been taking to meet these objectives, it is also worth highlighting different factors that must be considered before we can move forward in the harmonisation of mediation at the international level, as we must take into account the factors that may cause complications for its effective harmonisation and creation of a common and internationalised system of mediation practices.

6.1. Proposals for improving the effectiveness of the Convention

Despite its relevance and potential to facilitate international trade, the Singapore Mediation Convention faces challenges that various authors have already reflected in their works, such as Esplugues Mota (2020)[92], Esplugues Mota (2022)[93], Hioureas (2019)[94], Matteucci (2021)[95], Sánchez López (2020)[96].

[91] Agapiou, A., & Clark, B. (2018). The practical significance of confidentiality in mediation. Civil Justice Quarterly, 37(1), 74-97.
[92] Esplugues Mota, C. (2020). La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato. La Convención de Singapur de 2018 sobre mediación y la creación de un título deslocalizado dotado de fuerza ejecutiva: una apuesta novedosa, y un mal relato, 53-80
[93] Esplugues, Carlos, LA HORA DE LA MEDIACIÓN… ¿TAMBIÉN EN EL PLANO TRANSFRONTERIZO? (Time for Mediation… also for Cross-Border Disputes?) (September 16, 2021). BARONA VILAR, S. (ed.): Meditaciones sobre mediación (MED+), Valencia, Tirant lo Blanch, 2021, pp. 175-200
[94] Hioureas, C. G. (2019). The Singapore Convention on International Settlement Agreements Resulting from Mediation: A New Way Forward. Berkeley J. Int'l L., 37, 215.
[95] Matteucci, G. The Singapore Convention on Mediation, challenges and opportunities.
[96] Sánchez López, B. (2020). La eficacia transfronteriza de los acuerdos de mediación y la Convención de Singapur: ¿grandes esperanzas?. CUADERNOS DE DERECHO TRANSNACIONAL, 12(2), 1406-1445.

In this regard, as Sánchez López (2020)[97] points out, "the success or failure of a Convention is measured by the support it generates and not by the expectations it raises". It is important that more and more countries adhere to the Singapore Convention in order to effectively create a real harmonisation of mediation practices. However, it is also true that the Singapore Convention is very young and already counts twice as many countries as the 1958 New York Convention did at its inception. For these reasons, it is to be expected that with time and possible improvements at the various follow-up meetings of the Convention, more countries will join, and thus the Convention will be further recognised and consolidated at the international level.

However, to improve the implementation of new countries in the Convention, various issues that may pose obstacles to its implementation must also be addressed. One of the important points to highlight concerns one of the main reasons why EU countries have not signed up to the work of the Convention. This obstacle or opportunity refers to the enforcement order proposed by the Convention, which does not fully comply with the quality conditions that in European countries facilitate access to judicial protection, as it ignores the principles of authenticity, reliability, and legality (Sánchez López, 2020)[98]. For this system of the enforceable title to take immediate effect and for the different States to be able to exercise their enforceability correctly, all the aforementioned principles would first have to be guaranteed so that the private document could be directly enforceable. To solve this, a system of double control could be established, in which higher requirements would be established in relation to the constitution of the private agreement, the formal requirements that already accompany the instrument would be maintained, but a more extensive review system would be established, in order to avoid losing sight of the basic guarantees of authenticity, authenticity and legality.

[97] Sánchez López, B. (2020). La eficacia transfronteriza de los acuerdos de mediación y la Convención de Singapur: ¿grandes esperanzas?. CUADERNOS DE DERECHO TRANSNACIONAL, 12(2), 1406-1445.
[98] Sánchez López, B. (2020). La eficacia transfronteriza de los acuerdos de mediación y la Convención de Singapur: ¿grandes esperanzas?. CUADERNOS DE DERECHO TRANSNACIONAL, 12(2), 1406-1445.

It is also worth mentioning the lack of harmonisation of procedures, a factor that the Convention does not address at any point, and which should be the subject of study and further development. In this aspect, the UNCITRAL Model Law on Mediation 2018 mentions the main points that refer to hormone harmonisation, but it is commented that the competent authorities could refuse the measures requested in the enforceable title on the understanding that there is a serious breach based on their mediation standards. For this reason, a comprehensive system of standards should be created, to be adopted by the creators of the Convention and signed by all member countries and annexed to it as the Model Law, setting out the concrete practices to be followed in mediation processes.

On the other hand, the issue of mediators' codes of conduct needs to be addressed. In this respect, there is no international standard harmonising their codes of conduct. Differences in mediation practice may hinder the possibility of adopting the measures requested in the enforcement order, as they are in breach of a country's specific standards in relation to mediation and the mediator's attitude. Therefore, alongside the harmonisation rules, a Code of Conduct for Mediators should be created, signed by all parties, setting out the fundamental basis for the mediator's treatment of the parties and his or her role in the mediation process. At the same time, a Code of Ethics of practice could be added, covering the different streams of mediation, and setting out the basic principles that should underpin it.

6.2. Recommendations for the Promotion of Mediation in Civil Law Jurisdictions

As we have noted above, Mediation in civil legal systems is increasingly gaining momentum through the creation of specific rules promoting mediation. However, there are no real mechanisms to encourage the participation of the parties in mediation over and above litigation since it fundamentally weighs the principle of voluntariness of the parties to participate in such processes. Moreover, attempts to establish compulsory mediation in certain processes by the courts, such as the law enacted in Italy, have not worked, since one of the pillars of mediation is called into question, i.e. the autonomy of the will of the parties, a principle without

which the practice of mediation as it has been understood in civil systems since its implementation is undermined.

However, the level of implementation of mediation in common law countries raises a curious debate, since they are systems that are based much more on judicial practice, and yet they have better results in terms of the implementation of mediation at a general level, and its incorporation into their legal systems was much earlier than in countries with civil systems, probably caused by the tradition of the latter of constant codification of newly emerging matters.

For this very reason, it would be interesting to establish a chain of effective incentives, which would not simply be limited to the "written promotion" of mediation in the legislation but would establish real measures to encourage the population to participate in these processes, and thus also decongest the judicial system and guarantee greater legal certainty in all areas.

In order to achieve this chain of incentives to participate in mediation without making it compulsory, thus distorting the very essence of mediation, a range of financial penalties could be established for people who, despite having participated in mediation, subsequently decide to bring a formal claim before the courts, provided that the parties' participation in the prior mediation has not been done in a spirit of dialogue, and that the sole and exclusive intention has been to prolong the process or unduly delay it.

For this purpose, a series of concrete attitudes that hinder the mediation process and that are reflected in the subsequent court proceedings should be established in order to be able to determine fairly and impartially whether the prior attempt at mediation has been duly complied with or whether, on the contrary, it was participated reluctantly and without any intention of reaching an agreement, in order to be able to correctly establish a system of eminently pecuniary sanctions, which could be included in the system of procedural costs for the party that has not duly complied with the mediation process, but always guaranteeing judicial impartiality and effective justice for the parties.

6.3. Implications for International Harmonisation of Mediation Practice

As mentioned above, the harmonisation of mediation practices at international level is essential to establish common bases in all States related to mediation practices and the mediation process and thus guarantee legal certainty to all parties who decide to participate in them, especially in the field of international trade, since more countries and their consequent specific rules come into play or may come into play than in other types of matters.

This is why international harmonisation, especially in the wake of the Singapore Mediation Convention of 2018, is more necessary than ever, as we are faced with a scenario in which each country establishes specific mediation mechanisms internally but there is a Convention that establishes a basis for international mediation. However, the lack of common internal practices of the different states and, therefore, of the guarantees, basic principles, methods and procedures involved in mediation, still leaves the different states undeveloped. Therefore, on the international scene, a basic regulation must be established that unites all the different currents of the different states and creates a harmonised international system of mediation, to guarantee greater legal certainty to all parties who decide to participate in these processes.

In addition, by harmonising the rules, a greater predictability of the results and number of international mediation processes can be offered, as legal uncertainty is reduced and the participation of companies with contacts to various jurisdictions in the international commercial sphere is promoted in a more secure manner.

This would also encourage smaller companies to enter foreign markets, knowing that they would not have to worry about having to deal with different jurisdictions to enforce their enforceable titles, since there would be harmonised international rules that would be the key to mediation in international commercial matters.

This would also avoid the lethargy of court proceedings and the consequent economic burden that these entail for the parties, since mediation guarantees a much more flexible and adaptable process for the parties, being able to reach

agreements on their own without the need to go through the courts as third parties to resolve their disputes, with the possibility that in this way they may not reach agreements that satisfy any of the parties involved in the procedure.

With the harmonisation of mediation and the increased use of mediation in these fields, as mentioned above, mediation could increase its effectiveness due to the clarity of the standards and expectations of mediation, the international institutionalisation of the procedural rules of mediation, the code of ethics and conduct of mediators and their professional practice, which could lead to a considerable increase in society's confidence in mediation and a progressive increase in its use.

This, in turn, could strengthen international cooperation, using mediation as a bridge to foster international cooperation in the practice of law between countries and also in relations between states, as states could strengthen their bilateral and multilateral relations by creating a common global framework on mediation.

7. Conclusions

Mediation is a conflict resolution tool that should be here to stay. Through the different sections of this work you can see the importance of mediation and the implications that it has had, has and could have in the future in international society, as it is a tool with great potential to become the method alternative reference for conflict resolution, not only because of its wide adaptability, but also because of the time-money relationship that the mediation process represents in relation to arbitration, and especially, with the judicial process.

This has been further reflected through the establishment of the Singapore Convention on mediation, which has been staged in the international area as the result of the strengthening of mediation as a method of conflict resolution and the consensus on the importance of Mediation is understood as a tool that highlights the will of the parties and their fundamental work as a collaborator of the judicial system, by being able to divert certain matters to mediation and thus decongest the judicial systems, which have been highly burdened in recent decades.

Furthermore, the Singapore Convention has many opportunities in the future, which involve harmonizing international practice in mediation by establishing international standards that promote and promote the feeling of legal security among the parties that interact in the international arena, especially in the International Trade.

However, we will see how the challenges that various authors have referred to the Convention evolve, such as the executive title system, the harmonization of practice, the conduct of mediators... However, they are certainly difficulties or challenges, but without In them, legal practice could not evolve, and therefore they represent opportunities to improve the system and harmonize the practices of mediators, possibly promoting the creation of harmonized Mediator Codes of Conduct and Codes of Ethics that contain basic principles such as minimum guarantees for its practice at an international level.

It is also true that harmonization can encounter serious difficulties depending on the legal systems we are talking about, since even the meaning of Mediation itself can vary in technicalities between jurisdictions. This is reflected in the comparison between civil law and common law countries that has been carried out in this work, highlighting the need to extrapolate the positive results of specific jurisdictions to the jurisdictions with more negative results in terms of participation and satisfaction. This process could be the main basis for an incipient harmonization of practice, taking into account the factors that can modify the success of the mediation process, and the need to establish subjects of study for future legal professionals in mediation and other methods of conflict resolution, based on a global approach.

In this way, among other factors, greater international harmonization of mediation can be achieved and thus promote its use in international society. While it is true that the Singapore Convention seeks to take its predecessor, the 1958 New York Convention, as an example, it is also true that the Singapore Convention has many opportunities to flourish and become the vanguard of alternative dispute resolution methods. conflicts, as long as you are able to face the different challenges that arise and that I am sure will arise as the subject develops.

Without challenges, there can be no opportunities, and without opportunities, there is no room for development. Therefore, it may have the potential to transform international conflict resolution, providing a more flexible and voluntary approach, principles that come intrinsic to mediation, and without which, we would probably not understand mediation as we understand it today.

These opportunities will give rise to new problems that may arise and that must be the subject of further study in order to advance on the path of international harmonization of mediation practices, in order to achieve broader legal security in the field of international mediation.

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Annex 1. Types of mediation

Types of mediation	Subjects covered
Civil and Commercial Mediation[99]	Civil and Commercial Mediation Focuses on resolving disputes between companies, organisations, or individuals in contractual, commercial, intellectual property, and other matters.
Family Mediation[100]	Addresses family conflicts, including divorce, child custody, child support, inheritance, and other family disputes.
Labour Mediation[101]	Applies to labour disputes, such as employer/employee disputes, trade union disputes, and issues of harassment or discrimination.
Criminal Mediation[102]	Used in the context of the criminal justice system to resolve disputes arising from minor offences or in cases where reparation is sought between the victim and the offender.
School Mediation[103]	Applied within educational institutions to resolve conflicts between students, between students and teachers, or conflicts related to the school environment.
Community Mediation[104]	Aimed at resolving disputes between neighbours or within communities over issues such as noise, use of common spaces, and other coexistence conflicts.

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Health Mediation[105]	Focused on health-related conflicts, including disputes between patients and health care providers or between health care professionals.
Intercultural Mediation[106]	Aimed at resolving conflicts arising from cultural, religious or ethnic differences between parties.
Environmental Mediation[107]	Focuses on conflicts related to the environment, such as disputes over the use of natural resources, environmental impact of industrial projects, or conservation issues.
Consumer Mediation[108]	Applies to disputes between consumers and suppliers of goods or services, including issues of warranties, product quality, or service contracts.

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Annex II[109]. Status: United Nations Convention on International Settlement Agreements Resulting from Mediation

State	Date of signing	Ratification, accession (*), approval (†), acceptance (‡) or succession (§)	Date of entry in force
Afghanistan	07/08/2019		
Armenia	26/09/2019		
Australia	10/09/2021		
Belarus	07/08/2019	15/07/2020 (†)	15/01/2021
Benin	07/08/2019		
Brazil	04/06/2021		
Brunei Darussalam	07/08/2019		
Chad	26/09/2019		
Chile	07/08/2019		
China	07/08/2019		
Colombia	07/08/2019		
Congo	07/08/2019		
Democratic Republic of the Congo	07/08/2019		
Ecuador	25/09/2019	09/09/2020	09/03/2021
Eswatini	07/08/2019		
Fiji	07/08/2019	25/02/2020	12/09/2020
Gabon	25/09/2019		
Georgia	07/08/2019	29/12/2021	29/06/2022
Ghana	22/07/2020		
Grenada	07/08/2019		
Guinea-Bissau	26/09/2019		

[109] UNCITRAL. Status: United Nations Convention on International Settlement Agreements Resulting from Mediation

Haiti	07/08/2019		
Honduras	07/08/2019	02/09/2021	02/03/2022
India	07/08/2019		
Iran (Islamic Republic of)	07/08/2019		
Israel	07/08/2019		
Jamaica	07/08/2019		
Japan		01/10/2023*	01/04/2024
Jordan	07/08/2019		
Kazakhstan	07/08/2019	23/05/2022	23/11/2022
Lao People's Democratic Republic	07/08/2019		
Malaysia	07/08/2019		
Maldives	07/08/2019		
Mauritius	07/08/2019		
Montenegro	07/08/2019		
Nigeria	07/08/2019	27/11/2023	27/05/2024
North Macedonia	07/08/2019		
Palau	07/08/2019		
Paraguay	07/08/2019		
Philippines	07/08/2019		
Qatar	07/08/2019	12/03/2020	12/09/2020
Republic of Korea	07/08/2019		
Rwanda	28/01/2020		
Samoa	07/08/2019		
Saudi Arabia	07/08/2019	05/05/2020	05/11/2020
Serbia	07/08/2019		
Sierra Leona	07/08/2019		

Singapore	07/08/2019	25/02/2020	12/09/2020
Sri Lanka	07/08/2019	28/02/2024	28/08/2024
Timor-Leste	07/08/2019		
Turkey	07/08/2019	11/10/2021	11/04/2022
Uganda	07/08/2019		
Ukraine	07/08/2019		
United Kingdom of Great Britain and Northern Ireland	03/05/2023		
United States of America	07/08/2019		
Uruguay	07/08/2019	28/03/2023	28/09/2023
Venezuela (Bolivarian Republic of)	07/08/2019		

Annex III Table Status: Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) (the "New York Convention")[110]

State	Date of signing	Ratification, accession (*), approval (†), acceptance (‡) or succession (§)	Date of entry in force
Afghanistan		30/11/2004(*)	28/02/2005
Albania		27/06/2001(*)	25/09/2001
Algeria		07/02/1989(*)	08/05/1989
Andorra		19/06(2015(*)	17/09/2015
Angola		06/03/2017(*)	04/06/2017
Antigua and Barbuda		02/02/1989(*)	03/05/1989
Argentina	26/08/1958	14/03/1989	12/06/1989
Armenia		29/12/1997(*)	29/03/1998
Australia		26/03/1975(*)	24/06/1975
Austria		02/05/1961(*)	31/07/1961
Azerbaijan		29/02/2000(*)	29/05/2000
Bahamas		20/12/2006(*)	20/03/2007
Bahrain		06/04/1988(*)	04/07/1988
Bangladesh		06/05/1992(*)	04/08/1992
Barbados		16/03/1993(*)	14/06/1993
Belarus	29/12/1958	15/11/1960	13/02/1961
Belgium	10/06/1958	18/08/1975	16/11/1975
Belize		15/03/2021(*)	13/06/2021
Benin		16/05/1974(*)	14/08/1974
Bhutan		25/09/2014(*)	24/12/2014
Bolivia (Plurinational State of)		28/04/1995(*)	27/07/1995
Bosnia and		01/09/1993(§)	06/03/1992

[110] UNCITRAL. Status: Status: Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) (the "New York Convention")

Herzegovina			
Botswana		20/12/1971(*)	19/03/1972
Brazil		07/06/2002(*)	05/09/2002
Brunei Darussalam		25/07/1996(*)	23/10/1996
Bulgaria	17/12/1958	10/10/1961	08/01/1962
Burkina Faso		23/03/1987(*)	21/06/1987
Burundi		23/06/2014(*)	21/09/2014
Cabo Verde		22/03/2018(*)	20/06/2018
Cambodia		05/01/1960(*)	04/04/1960
Cameroon		19/02/1988(*)	19/05/1988
Canada		12/05/1986(*)	10/08/1986
Central African Republic		15/10/1962(*)	13/01/1963
Chile		04/09/1975(*)	03/12/1975
China		22/01/1987(*)	22/04/1987
Colombia		25/09/1979(*)	24/12/1979
Comoros		28/04/2015(*)	27/07/2015
Cook Islands		12/01/2009(*)	12/04/2009
Costa Rica	10/06/1958	26/10/1987	24/01/1988
Côte d'Ivoire		01/02/1991(*)	02/05/1991
Croatia		26/07/1993(§)	08/10/1991
Cuba		20/12/1974(*)	30/03/1975
Cyprus		29/12/1980(*)	29/03/1981
Czechia		20(09/1993(§)	01/01/1993
Democratic Republic of the Congo		05/11/2014(*)	03/02/2015
Denmark		22/12/1972(*)	22/03/1973
Djibouti		14/06/1983(§)	27/06/1977
Dominica		28/10/1988(*)	26/01/1989

Dominican Republic		11/04/2002(*)	10/07/2002
Ecuador	17/12/1958	03/01/1962	03/04/1962
Egypt		09/03/1959(*)	07/06/1959
El Salvador	10/06/1958	26/02/1998	27/05/1998
Estonia		30/08/1993(*)	28/11/1993
Ethiopia		24/08/2020(*)	22/11/2020
Fiji		27/09/2010(*)	26/12/2010
Finland	29/12/1958	19/01/1962	19/04/1962
France	25/11/1958	26/06/1959	24/09/1959
Gabon		15/12/2006(*)	15/02/2007
Georgia		02/06/1994(*)	31/08/1994
Germany	10/06/1958	30/06/1961	28/09/1961
Ghana		09/04/1968(*)	08/07/1968
Greece		16/07/1962(*)	14/10/1962
Guatemala		21/03/1984(*)	19/06/1984
Guinea		23/01/1991(*)	23/04/1991
Guyana		25/09/2014(*)	24/12/2014
Haiti		05/12/1983(*)	04/03/1984
Holy See		14/05/1975(*)	12/08/1975
Honduras		03/10/2000(*)	01/01/2001
Hungary		05/03/1962(*)	03/06/1962
Iceland		24/01/2002(*)	24/04/2002
India	10/06/1958	13/07/1960	11/11/1960
Indonesia		07/10/1981(*)	05/01/1982
Iran (Islamic Republic of)		15/10/2001(*)	13/01/2002
Iraq		11/11/2021(*)	0/02/2022
Ireland		12/05/1981(*)	10/08/1981
Israel	10/06/1958	05/01/1959	07/06/1959
Italy		31/01/1969(*)	01/05/1969

Jamaica		10/07/2002(*)	08/10/2002
Japan		20/06/1961(*)	18/09/1961
Jordan	10/06/1958	15/11/1979	13/02/1980
Kazakhstan		20/11/1995(*)	18/02/1996
Kenya		10/02/1989(*)	11/05/1989
Kuwait		28/04/1978(*)	27/07/1978
Kyrgyzstan		18/12/1996(*)	18/03/1997
Lao People's Democratic Republic		17/06/1998(*)	15/09/1998
Latvia		14/04/1992(*)	13/07/1992
Lebanon		11/08/1998(*)	09/11/1998
Lesotho		13/06/1989(*)	11/09/1989
Liberia		16/09/2005(*)	15/12/2005
Liechtenstein		07/07/2011(*)	05/10/2011
Lithuania		14/03/1995(*)	12/06/1995
Luxembourg	11/11/1958	09/09/1983	08/12/1983
Madagascar		16/07/1962(*)	14/10/1962
Malawi		04/03/2021(*)	02/06/2021
Malaysia		05/11/1985(*)	03/02/1986
Maldives		17/09/2019(*)	16/12/2019
Mali		08/09/1994(*)	07/12/1994
Malta		22/06/2000(*)	20/09/2000
Marshall Islands		21/12/2006(*)	21/03/2007
Mauritania		30/01/1997(*)	30/04(1997
Mauritius		19/06/1996(*)	17/09/1996
Mexico		14/04/1971(*)	13/07/1971
Monaco	31/12/1958	02/06/1982	31/08/1982
Mongolia		24/10/1994(*)	22/01/1995
Montenegro		23/10/2006(§)	03/06/2006
Morocco		12/02/1959(*)	07/06/1959

Mozambique		11/06/1998(*)	09/09/1998
Myanmar		16/04/2013(*)	15/07/2013
Nepal		04/03/1998(*)	02/06/1998
Netherlands	10/06/1958	24/04/1964	23/07/1964
New Zealand		06/01/1983(*)	06/04/1983
Nicaragua		24/09/2003(*)	23/12/2003
Niger		14/10/1964(*)	12/01/1965
Nigeria		17/03/1970(*)	15/06/1970
North Macedonia		10/03/1994(§)	17/11/1991
Norway		14/03/1961(*)	12/06/1961
Oman		25/02/1999(*)	26/05/1999
Pakistan	30/12/1958	14/07/2005	12/10/2005
Palau		31/03/22020	29/06/2020
Panama		10/10/1984(*)	08/01/1985
Papua New Guinea		17/07/2019(*)	15/10/2019
Paraguay		08/10/1997(*)	06/01/1998
Peru		07/07/1988(*)	05/10/1988
Philippines	10/06/1958	06/07/1967	04/10/1967
Poland	10/06/1958	03/10/1961	01/01/1962
Portugal		18/10/1994(*)	16/01/1995
Qatar		30/12/2002(*)	20/03/2003
Republic of Korea		08/02/1973(*)	09/05/1973
Republic of Moldova		18/09/1998(*)	17/12/1998
Romania		13/09/1961(*)	12/12/1961
Russian Federation	29/12/1958	24/08/1960	22/11/1960
Rwanda		31/10/2008(*)	29/01/2009

Saint Vicent and the Grenadines		12/09/2000(*)	11/12/2000
San Marino		17/05/1979(*)	15/08/1979
Sao Tome and Principe		20/11/2012(*)	18/02/2013
Saudi Arabia		19/04/1994(*)	18/07/1994
Sierra Leona		28/10/2020(*)	26/01/2021
Senegal		17/10/1994(*)	15/01/1995
Serbia		12/03/2001(§)	27/04/1992
Seychelles		03/02/2020(*)	03/05/2020
Singapore		21/08/1986(*)	19/11/1986
Slovakia		28/05/1993(§)	01/01/1993
Slovenia		06/07/1992(§)	25/06/1991
South Africa		03/05/1976(*)	01/08/1976
Spain		12/05/1977(*)	10/08/1977
Sri Lanka	30/12/1958	09/04/1962	08/07/1962
State of Palestine		02/01/2015(*)	02/04/2015
Sudan		26/03/2018(*)	24/06/2018
Suriname		10/11/2022(*)	08/02/2023
Sweden	23/12/1958	28/01/1972	27/04/1972
Switzerland	29/12/1958	01/06/1965	30/08/1965
Syrian Arab Republic		09/03/1959(*)	07/06/1959
Tajikistan		14/08/2012(*)	12/11/2012
Thailand		21/12/1959(*)	20/03/1960
Timor-Leste		17/01/2023(*)	17/04/2023
Tonga		12/06/2020(*)	10/09/2020
Trinidad and Tobago		14/02/1966(*)	15/05/1966
Tunisia		17/07/1967(*)	15/10/1967
Türkiye		02/07/1992(*)	30/09/1992

Turkmenistan		04/05/2022(*)	02/08/2022
Uganda		12/02/1992(*)	12/05/1992
Ukraine	29/12/1958	10/10/1960	08/01/1961
United Arab Emirates		21/08/2006(*)	19/11/2006
United Kingdom of Great Britain and Northern Ireland		24/09/1975(*)	23/12/1975
United Republic of Tanzania		13/10/1964(*)	11/01/1965
United States of America		30/09/1970(*)	29/12/1970
Uruguay		30/03/1983(*)	28/06/1983
Uzbekistan		07/02/1996(*)	07/05/1996
Venezuela (Bolivarian Republic of)		08/02/1995(*)	09/05/1995
Viet Nam		12/09/1995(*)	11/12/1995
Zambia		14/03/2002(*)	12/06/2002
Zimbabwe		29/09/1994(*)	28/12/1994

Annex IV. Table of Arbitral Process Prices[111]

Amount of the Dispute	Minimum	Maximum
Until 2.000,00 €	500,00 €	500,00€
From 2.001,00€ to 12.000,00€	500,00€	1.500,00€
From 12.001,00€ to 16.000,00€	1.500,00€	2.200,00€
From 16.001,00€ to 20.000,00€	2.200,00€	2.900,00€
From 20.001,00€ to 45.000,00€	2.900,00€	7.000,00€
From 45.001,00€ to 90.000,00€	7.000,00€	14.800,00€
From 90.001,00€ to 180.000,00€	14.800,00€	19.000,00€
From 180.001,00€ to 600.000,00€	19.000,00€	35.000,00€
From 600.001,00€ to 1.500.000,00€	35.000,00€	59.000,00€
+1.500.000,00€	59.000,00€	59.000,00€ +1% of the increment respect de 1.500.000,00€.

[111] Tribunal Arbitral de Barcelona. Nuevas Tarifas aprobadas el 26 de octubre de 2022 por acuerdo de la Junta Directiva (14/11/2022).