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International Commercial Mediation at a Time of Uncertainty

—The Italian Case

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Abstract

There are at least four alternatives to manage conflicts: negotiation, mediation, arbitration, litigation. In negotiation, the conflicting parties try to find a solution by themselves. In mediation, a neutral third party facilitates the communication between/among the disputing parties, but does not have the power to impose a solution. In arbitration a private judge, chosen by the conflicting parties, enforces the law and imposes a solution. In litigation, a public court finds and imposes a solution. There is a problem in international disputes: the enforceability of the final result. The rules for the recognition and enforcement of a foreign judgment in civil and commercial matters of international litigation are laid down by the *Hague Convention*, 1992. The rules for international arbitration are written in the *United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards*, signed in New York in 1958. The *Uncitral Conciliation Rules* were approved in 1980 and the *Model Law on International Commercial Conciliation* in 2002. International arbitration has gained momentum. But, in disputes where "*time is money*" or it is necessary to maintain ongoing business relationships, the conciliation/mediation procedures started to be used more and more often. They are confidential, flexible, quick and cheap. The *Singapore Convention on Mediation* (SCM) 7.8.2019 ruled the enforceability of the mediation agreements. On 30.05.2025, it has been signed the Convention of the International Organization for Mediation (IOMed). Hybrid procedures (med-arb; arb-med-arb; etc.) have been used in several countries, especially in South East Asia. What is the scenario, for international commercial mediation, in a situation of relevant geopolitical and trade uncertainty? And what about Italy, likely the first western jurisdiction to introduce mandatory mediation in its contemporary legal system?

Keywords

ADR, International Mediation, SCM, Singapore Convention Mediation,

IOMed, International Organization Mediation, Chyna, Italy

1. Introduction

What is the scenario, for international commercial mediation, in a situation of relevant geopolitical and trade uncertainty? (UN, 2018a)[1] (Londono, 2003; Alexander, 2018; Moser & McIlwrath, 2020; De Palo, 2025)

There are at least four alternatives to manage conflicts: negotiation, mediation, arbitration, litigation. In negotiation, the conflicting parties try to find a solution by themselves. In mediation, a neutral third party facilitates the communication between/among the disputing parties, but does not have the power to impose a solution. In arbitration, a private judge, chosen by the conflicting parties, finds and imposes a solution. In litigation, a public court enforces the law and imposes a solution.

There is a problem in international disputes: the enforceability of the final result. In other words, how to compel the other party to comply? A judgment of a court, which is usually enforceable in the Country in which it was issued, may not be recognised in another State; it is significantly more difficult in relation to an agreement reached between/among private parties.

The rules for the recognition and enforcement of a foreign judgment in civil and commercial matters of international litigation are laid down by the *Hague Convention, 1992* (Hague Convention, 1992; Geronzi & Parlatore, 2019).

The rules for international arbitration are written in the *United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards* (better known as *The New York Convention*), signed in New York in 1958[2], and in the *Uncitral Model Law on International Commercial Arbitration* (UNCITRAL, 1985, 2006), approved in 1985. *Initially*, in 1958, *there were only* 10 *signatories the New York Convention* (*by the time the convention came into force there were* 24 *signatories*)[3] (Love Bruce, 2019) *and it took time for it to take-off* (Love, 2019). International arbitration has gained momentum thanks to the confidentiality and flexibility of arbitration, the underlying nature of the arbitration proceeding (inherent in the training and activity of lawyers) and the enforceability of the arbitration awards (Charis & Koh, 2024; Carrara & Favero, 2024; Sposini, 2025).

[1]JD, B&ED, Diploma in Economics, IAPMMHJMC, professional commercial mediator and trainer in mediation; debt advisor in small/medium firm financial crisis prevention.
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https://www.academia.edu/128306029/Mediation_belongs_to_the_Italian_legal_culture
Thanks to Roberta Regazzoni for suggestions regarding the topic of this article. Needless to say, I am the only responsible for its content.
Jack Daniel's whisky falls victim to duties: net turnover −5%, net profit −15%.
Brown-Forman CEO Lawson Whiting predicted another difficult year. 'Consumers and their wallets don't have as much money anymore.' Il Sole 24 Ore, 06.06.2025.
https://www.ilsole24ore.com/art/il-whisky-jack-daniel-s-vittima-dazi-fatturato-netto-5percento-utile-netto-15percento-AHz5rP8?cmpid=nl_macro
[2]http://www.newyorkconvention.org/english
[3]UN, New York Arbitration Convention, contracting States, at
http://www.newyorkconvention.org/list+of+contracting+states

The *Uncitral Conciliation Rules* were approved in 1980[4]. The *Model Law on International Commercial Conciliation* in 2002 (UNCITRAL, 2002), amended in 2018 (UNCITRAL Model Law, 2018a).

Arbitration has played the leading role in out-of-court international commercial solutions, but over time, it has become too expensive and too cumbersome to provide effective solutions (despite "*fast track*" proceedings). But, in disputes where "*time is money*" or it is necessary to have ongoing business relationships, the conciliation/mediation (the two words are almost interchangeable) procedures started to be used more and more often (even if they still have a long way to go): they are confidential, very flexible, quick and cheap (Strong, 2014a; Davdenko, 2021; Alexander, 2003; Karaketov, 2024; Timken, 2025).

But, until 7.8.2019, the enforceability of the mediation agreements was not guaranteed.

Hybrid procedures (med-arb; arb-med-arb; etc.) have been used in several countries, especially in South East Asia (Ferreira & Giovannini, 2020; IMI, 2017; Matteucci, 2018).

In 2014, the UN Commission considered a proposal by the United States to undertake a preparatory work for a convention on the enforceability of international commercial conciliation settlement agreements (United Nations, 2018b). On 20.12.2018, the United Nations General Assembly, seventy-third session, adopted the resolution 73/199 "MODEL LAW *on International Commercial Mediation and International Settlement Agreements resulting from Mediation of the United Nations Commission on International Trade Law*", including "*consistent standards on the cross-border enforcement of international settlement agreements resulting from mediation*" (United Nations, 2019).

The Convention was signed in Singapore, on 7.8.2019[5], and was named Singapore Convention on Mediation (**SCM**). 46 countries signed it, including the United States, China, India, South Korea and Saudi Arabia; Russia, Japan and the European Union did not sign it. The **SCM** entered into force six months after three states have ratified it.

As at 31.07.2025: signatory countries 61; ratifying countries 18 (among them, Barhain, Israel, Japan, Qatar, Saudi Arabia, Singapore, Türkiye).

A new major player appeared on the international mediation scene on 30 May 2025, the IOMed—International Organisation of Mediation, promoted and supported by China, based in Hong Kong (China); 33 countries signed the convention.

In a time of geopolitical uncertainty (pandemia, wars, trade tariffs), will these tools be properly used? And what role will Italy play in their implementation?

[4]https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/conc-rules-e.pdf

[5]The **SMC** official web https://www.singaporeconvention.org/index.html; the UNCITRAL official web https://uncitral.un.org; more material on the Singapore Convention in all 6 UN languages can be found at https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements, the status of the treaties table on the Singapore Convention UNCITRAL website at https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements/status.

2. International Commercial Mediation

After the Second World War, international trade grew exponentially, as did the disputes related to it. The main method for resolving them, outside of court, was arbitration, thanks to its flexibility, confidentiality, and popularity among lawyers; and, above all, for the enforceability of the related awards, thanks to the 1958 New York Convention and the approximately 160 nations that have so far signed it and stipulated conventions.

But a cheaper and faster method of resolving disputes outside of court is gaining ground: mediation. Its average cost is about 5% (Ricardo, 2015) of that of arbitration and it generally lasts two/three months (anyway some-times it lasts also one year) (Vanburen, 2010; Strong, 2014b; Graham, 2015; Farkas, 2016; Stipanowich, 2016; Herbert, De Palo, Baker, & Anthimos, 2011; Tarman, 2016; Davdenko, 2020).

And since August 2019, thanks to the Singapore Convention, it can also "bite": agreements reached through it can be enforceable (Matteucci, 2020; Alexander & Tunkel, 2021; Howard, 2021; Alexander, Abala, Zhang, Feng, Mariam, & Woo-seok, 2024; RCC, 2024; SIMC, 2025).

Mediation, however, is not the panacea for resolving *all* disputes. (InMEDIATE, 2022)[6,7]

Regardless of direct negotiation between the parties in disagreement, there are three methods for trying to resolve conflicts: judgment, arbitration, mediation. And the choice must be made based on individual situations.

If the parties live in countries where it is not easy to obtain the enforceability of a commercial agreement, resorting to a local court may be the best choice.

If it is necessary to interpret recurring rules, also to be included in future contracts, the arbitration procedure may be a good alternative. But, if "time is money" and you want to preserve consolidated commercial relationships, mediation may be the only way to go.

According to the United Nations, "*Mediation, or conciliation, is a procedure in which the parties ask a third party* (*the mediator*) *to assist them in trying to reach an amicable agreement, relating to their dispute, arising from a contractual relationship or from a provision of law. The mediator does not have the authority to impose a solution to the dispute on the parties.*" (UNCITRAL, 2018b)

Furthermore, commercial mediation is international if "*...at least two of the parties, who have concluded the agreement, in written form, have their place of*

[6]InMEDIATE, International Mediators Training, Germany, Italy and Poland.
English mediator asked to mediate a professional negligence dispute.
Claimant (*client*) *from the EU v Respondent* (*accounting firm*) *from Hong Kong (China).*
Respondent's insurer headquartered in the US. Mediation in NYC, however preliminary discussions via video conferencing with all parties in their home countries. Settlement reached in a contractual form.
Six months later one of the parties sued its lawyers (*UK & US*) *for not being advised properly on tax implications of the settlements and refuses to comply with the settlement.*
Lawyers joined the mediator as a respondent (*he provided legal advice and settlement proposals*).
September 22, 2022, Warsaw.
Does the mediator, who provides legal advice, act as a mediator or as an arbitrator?
[7]A summary in, Steinbeis Mediation, The Mediation form the Perspective of Ukraine and European Union, Edition II, 2022, page 22.

business in different states or the state in which the parties have their place of business is different either from the state in which a substantial part of the obligations under the agreement is performed or from the state with which the object of the agreement is most closely connected". (UN, 2018c)[8]

In 2008 the European Union issued the **Directive 2008/52/EC**, on certain aspects of mediation in civil and commercial matters, directly effective in the Member States. For several years, the EU had devoted attention to the use of mediation in the consumer field, and had even published a Green Paper. Afterwards, the European Parliament and European Commission focused their attention on cross-border commercial disputes, also taking into consideration the possible enforceability of the agreement reached between the parties. And in 2008, the *The Mediation Directive*[9] was issued, which mainly stimulated national jurisdiction on mediation related to domestic disputes (Mota, 2013; Stipanovich, 2015; Gracious, 2015; Alexander, 2019; Zeller & Trakman, 2019; Yadav & Sharma, 2020; Kalanauri, 2024).

Italy ruled the compulsory mediation.[10]

3. Procedure

In mediation, even international, therefore, the agreement is reached by the parties, **THEIR** agreement, with the help of a neutral subject (or subjects), who must be an expert first of all in communication techniques and, if necessary, in the subject matter of the dispute. It can therefore be a lawyer, an accountant or a professional trained in other subjects, as long as—I repeat—an expert in communication techniques.

There are many ways to manage mediation: facilitative (the mediator simply manages communication), evaluative (the mediator also suggests possible solutions, without making an actual proposal), judicial (mediator issues a non-binding

[8]United Nations Convention on International Settlement Agreements Resulting from Mediation—Resolution adopted by the General Assembly on 20 December 2018, Article 1. Scope of application:

This Convention applies to an agreement resulting from mediation and concluded in writing by parties to resolve a commercial dispute ("*settlement agreement*") *which, at the time of its conclusion, is international in that*:

a) *At least two parties to the settlement agreement have their places of business in different States; or*

b) *The State in which the parties to the settlement agreement have their places of business is different from either*:

1) *The State in which a substantial part of the obligations under the settlement agreement is performed; or*

2) *The State with which the subject matter of the settlement agreement is most closely connected.*

https://uncitral.un.org/sites/uncitral.un.org/files/singapore_convention_eng.pdf

[9]EU, **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.

1) *Directive should apply to processes whereby two or more parties to a cross-border dispute attempt by themselves, on a voluntary basis, to reach an amicable agreement on the settlement of their dispute with the assistance of a mediator. It should apply in civil and commercial matters. However, it should not apply to rights and obligations on which the parties are not free to decide themselves under the relevant applicable law. Such rights and obligations are particularly frequent in family law and employment.*

2) *This Directive should not apply to pre-contractual negotiations or to processes of an adjudicatory nature such as certain judicial conciliation schemes, consumer complaint schemes, arbitration and expert determination or to processes administered by persons or bodies issuing a formal recommendation, whether or not it be legally binding as to the resolution of the dispute.*

3) *This Directive should apply to cases where a court refers parties to mediation or in which national law prescribes mediation. Furthermore, in so far as a judge may act as a mediator under national law, this Directive should also apply to mediation conducted by a judge who is not responsible for any judicial proceedings relating to the matter or matters in dispute. This Directive should not, however, extend to attempts made by the court or judge seised to settle a dispute in the context of judicial proceedings concerning the dispute in question or to cases in which the court or judge seised requests assistance or advice from a competent person.*

https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32008L0052

[10]Italy, Law 69/2009, 18.06.2009;
Italy, Legislative Decree 28/2010, 04.03.2010;
Italy, Ministerial Decree 180/2010, 18.10.2010.

proposal),[11] (IU Ting-Kwok, 2023) all based on focusing on the interest of the parties underlying the dispute; transformative, aimed at bringing out the personality of the subjects in conflict and their mutual recognition; humanistic (especially in criminal matters); narrative; etc. In international commercial mediation, the facilitative method is the most widely followed in the West, the evaluative/judicial in the East.

Furthermore, if the parties in mediation do not reach an agreement, they can decide to resort to arbitration, creating a mixed procedure (or hybrid-proceeding), med-arb, arb-med-arb, etc., which, at an international level, are taking on increasingly differentiated aspects (I would say, convoluted). Henserson, 2016)[12] With one peculiarity to avoid: too often, to save time and, above all, money, it is agreed that the mediator and the arbitrator are the same professional, with a strong loss of effectiveness of the mediation. In this part of the mixed procedure, in fact, the parties will be very careful to communicate confidential topics (which could be decisive in reaching an agreement), for fear that in the arbitration phase the professional, with decision-making power, will use them against those who previously disclosed them. Therefore, it is more than appropriate for the mediator and the arbitrator to be two different subjects.

Before starting a mediation, several factors must be taken into consideration:

1) the procedure (freelance professional/mediation body; mediation/co-mediation);

2) cultural differences;

3) contractual clauses.

Training should be added, but that would go beyond the scope of these notes.

Is it better to turn to a freelance professional or to a mediation body, in which more professionals operate? If the parties in conflict know, and particularly respect, a certain mediator, they will turn to him. Otherwise, they can contact a mediation provider, with published procedure regulations, mediators with highlighted curricula and rates indicated on the website. The latter choice is more appropriate if the parties belong to different nations, and cultures. Furthermore, the body, with its own secretarial office, offers assistance in managing documents and the entire practice, which is not limited to meetings alone.

Single mediator or multiple co-mediators? At a national level, this decision depends on the number of parties or the complexity of the matter; at an international level, on linguistic and, above all, cultural differences.

When dealing with people, it is appropriate to take into account their "culture", a set of habits, traditions, values, religious principles, lifestyles, "roots" received (often unconsciously) from the society, community or group to which one belongs. All very important factors in mediation, where communication and empathy are essential elements, and which influence whether or not an agreement is

[11]IU Ting-Kwok, The good cat theory, Mediation Kluwer arbitration blog, 02.10.2023.
"*On* 31 *August* 2023, *I spoke at the Maxwell Chambers of Singapore on 'Facilitative and Evaluative Models of Mediation: Is the Distinction Still Meaningful or Simply Arcane Semantics? Is it time to bring Evaluative Mediation out of the Shadows' as one of the panel speakers. I am very grateful to the moderator Ms Eunice Chua for allowing me to mention Bruce Lee's 'Be water, my friend' as well as the 'White Cat and Back Cat'.. … "Black cat or white cat, if it can catch mice, it's a good cat".*
https://mediationblog.kluwerarbitration.com/2023/10/02/the-good-cat-theory/
[12]An analysis of the 'pros' and 'cons' of hybrid procedure is in Henserson Alaastair, 2016.

reached, especially if the parties belong to very different societies. (Angela, 2024; Bershadska & Ivanenko, 2022)[13]

These cultural differences are often associated with a linguistic difference. And then co-mediation (each mediator of the nation to which each party belongs) could be the best way to manage the procedure. In fact, the presence of a professional with a common background should put the parties at ease and make them more willing to trust the procedure and open up. An essential prerequisite is common training of the co-mediators and mutual knowledge.

You may decide to resort to mediation after the conflict has arisen. But, at best, you would waste time in useless skirmishes, with increased tension. It is much better to think ahead, when drafting the contract, to a possible future dispute.

A commercial negotiation is generally long and complex, and the focus is on the success of the new initiative; when you are about to sign, the goal is: to conclude. You don't think about the worst. And instead, preparing an efficient parachute in time could prove particularly useful in the future. All this through the inclusion of clauses in the contract, which not only indicate a competent forum for the evaluation of the possible dispute, but also, before going to court, the use of mediation. And, in the event of failure of the latter, arbitration.

Moreover, mediation is an economical and quick method of resolving disputes. But it is important to remember that it starts with the "first phone call". (Gise, Melnick, Shelanski, & Wilkinson, 2020)[14]

[13]Schembri Stefano summarised these differences as follows in the book "East meets West", 2016 East/West

Approach	indirect/direct;	collaborative/confidential;	win-win/win-lose
Decision	consensual/individual;	relation focus/text focus;	bottom-up/top-down
Goals	long-term/short-term;	trust relation/legal contract;	pie expansion/pie division.

Bershadska and Ivanenko, 2024.

[14]**Mediation starts from the first phone-call**

28/10/2020—*Maksud*: *Hi Giovanni*! *How have you been*?

An Uzbek company executed an agreement with Italian company and made payment. Italian company should have had sent the goods to Uzbekistan, but it did not do it. Now it neither wants to send the goods nor return money

The case implies that Trading Co. of South Korea has made the following payments:

- 215'980.46 *EUR in favour of Scarpa Bella SPA.*
- 150'524.74 *EUR in favour of Scarpa Classica SPA.*

Thereafter, the payer reasonably expected a supply contract to be entered into with the aforesaid Italian producers of high quality shoes.

As of today, no contract linked as well as no supply has taken place.

The payer has served notices to both of the producers demanding a refund of the cash paid, but faced negligence.

The emails sent to … and … of the same content remain unreplied.

29/10/2020—*Giovanni*: *Hi Maksud, please let's summarise*:

Trading Co. of South Korea made the following payments:

- 215'980.46 *EUR in favour of Scarpa Bella SPA.*
- 150'524.74 *EUR in favour of Scarpa Classica SPA.*

I got addresses, telephone numbers and tax payment codes of the two Italian companies. Moreover:

1) *Which is the Uzbek company that ordered the shoes*?

2) *Did the Uzbek company sign a contract with the Italian companies*?

3) *Did the Italian companies know the order was from Uzbekistan or, as a counterpart, they always negotiated with Trading Co. of South Korea*?

30/10/2020, *Maksud*: *UBO* [*ultimate beneficial order*] *of Trading Co is Uzbek company or individual.*

Re your 2 *question, I do not believe that Uzbek company signed a contract with Italian companies*;

Trading Co. of South Korea signed those contracts.

30/10/2020, *Giovanni*: *Now I know the counterpart of the Italian firms. Thanks.*

02.11.2020 *Hy Maksud. According to the Italian business register at the Chamber of Commerce, the are no negative evidence against the two companies. … However, it would be very useful to know the dates of the two money transfers, the sending bank and the recipient bank, so as to be completely precise with the information and requests. Waiting for communication from you, a big greeting. Ciao. Giovanni*

In the midst of the pandemic, an Uzbek mediator colleague sent me these messages.

The procedure does not begin only when the application is filed with a mediation provider, but rather from the first phone call made to the other party. In order for it to be concluded quickly, it is advisable to have a clear understanding of the essential elements of the dispute from the outset.

Gise, Melnick, Shelanski and Wilkinson, 2010.

4. Singapore Convention on Mediation

In 2014 the UN Commission considered a proposal by the United States to undertake a preparatory work for a convention on the enforceability of international commercial conciliation settlement agreements (United Nations, 2018b). On 20.12.2018 the United Nations General Assembly, seventy-third session, adopted the resolution 73/199 "MODEL LAW *on International Commercial Mediation and International Settlement Agreements resulting from Mediation of the United Nations Commission on International Trade Law*", including "*consistent standards on the cross-border enforcement of international settlement agreements resulting from mediation*" (United Nations, 2019; Chan, 2021).

The Convention was signed in Singapore, on 7.8.2019[15], and was named Singapore Convention on Mediation (**SCM**). 46 countries signed it, including the United States, China, India, South Korea and Saudi Arabia; Russia, Japan and the European Union did not sign it (Davdenko, 2019; Brink, 2021). The **SCM** entered into force six months after three States have ratified it (Melamed, 2013; Satire, 2019; Yadav & Sharma, 2020; Curlewis & Raubenheimer, 2024).

As at 31.07.2025: signatory countries 61; ratifying countries 18 (among them, Barhain, Israel, Japan, Qatar, Saudi Arabia, Singapore, Türkiye).

The **SCM** and the Model Law, together, provide an international regulatory framework, which is a good reference for States interested in giving more efficiency to the solution of international trade disputes. A quick insight at the main principles in the **SCM**:

1) international commercial mediation

a) *mediation*, a process whereby parties attempt to reach an amicable settlement of their dispute with the assistance of a third person or persons ("the mediator") lacking the authority to impose a solution upon the parties to the dispute (*article* 2.3);

b) *commercial disputes* —related to commercial trade and financial operations; they are excluded disputes where one of the parties is a consumer or an employee (they may have unequal bargaining power) or disputes related to personal, family or inheritance matter (*art.* 1.2);[16]

c) *international*—at least two parties to the settlement agreement have their places of business in different States; or the State in which the parties of the settlement agreement have their places of business is different from either; or the State in which a substantial part of the obligations under the settlement agreement is performed; or the State with which the subject matter of the settlement agreement is most closely connected (*art.* 1.1);

[15]The **SCM** official web https://www.singaporeconvention.org/index.html; the UNCITRAL official web https://uncitral.un.org; more material on the Singapore Convention in all 6 UN languages can be found at https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements the status of the treaties table on the Singapore Convention UNCITRAL website at https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements/status

[16]They are also excluded agreements already approved by a court or otherwise enforceable as a court judgment or an arbitral award, in order to avoid overlap with the New York Convention on arbitration and the Hague Choice of Court Convention on court judgements.

2) *agreement*, may be recorded in any form in writing (*art.* 2.2)—electronic form included[17], signed by the parties and the mediator, with a certificate by the institution that administered the mediation (*art.* 4.1);

3) *enforcement*—each party of the Convention shall enforce a settlement agreement in accordance with its rules of procedure and under the conditions laid down in the Convention (*art.* 3.1);

4) *refusal to enforce the agreem*ent if it is proved that a party was under some incapacity, or the agreement is contrary to the law that should govern it, or the mediator did not comply with the standards of the proceeding (*art.* 5), or the agreement has already been approved by a court (*art.* 1.1.3).

Concerns (Grace, 2021)

First, according to many practitioners, the enforcement should not be necessary, because the parties usually comply with a settlement once it is reached.

Among the **SCM** principles, agreement must be recorded in writing, signed by the parties and the mediator. According to some scholars, because of the confidentiality of the mediation proceeding, many mediators refuse to sign a settlement agreement. Also, an agreement could be unenforceable if the party furnishes proof that there was a serious breach by the mediator of standards applicable … to the mediation; but, what standards are applicable to that proceedings?

In my opinion, the main concerns in the application of the **SCM** are the following:

- enforceability could change the real nature of mediation, making it adversarial;
- most lawyers will shift from arbitration to mediation, but continue using the same techniques;
- it will not easy at all to realize a common standard of conduct for mediators and mediation, given the huge differences in cultures and in ADR techniques in different states (and continents) (Matteucci, 2020; Feehily, 2022; Hayat & Wahla, 2025).

What is the situation of commercial mediation, and the enforceability of any agreement, in some countries around the world? Especially at a time of considerable uncertainty in international trade (Clark & Sourdin, 2024; Morek, 2025).

5. IOMed International Organization for Mediation

Mediation in China has a tradition stretching back thousands of years; and in recent years attention to it has grown Htein Win, 2025.[18]

On May 30, 2025, in Hong Kong (China), 85 countries across Asia, Africa, Latin America and Europe, and nearly 20 international organizations, attended the

[17]There will be a lot of room for the Online Dispute Resolution, as long as there will be protocols for signature authentication shared at an international level. The blockchain will be useful.

[18]The Supreme People's Court of the People's republic of China, SPC 2024.
SPC expands international commercial mediation with diverse expert committee, Chinadaily.cn, 27.09.2024.
https://english.court.gov.cn/2024-09/27/c_1029858.htm
The BNR International Commercial Mediation Center (for Belt and Road Initiative)
https://www.bnrmediation.com/EN/Guide/ALL

signing ceremony of the Convention on the Establishment of the International Organization for Mediation (IOMed).[19]

33 countries signed the Convention, becoming the founding members (IOMed, 2025e).

IOMed is an international intergovernmental organisation, led by China, which aims to become one of the world's most relevant centres for dispute resolution, with the purpose of having a similar importance to the *International U.N. Court of Justice* and International Court of Arbitration.

Intergovernmental organisation, a very different nature therefore from other international dispute resolution bodies, so far.

The Convention is composed of 63 articles divided into 11 chapters, which provide a comprehensive legal framework for the establishment and functioning of IOMed (Asian Legal Business, 2025; Cms Law Now, 2025).[20]

These are the basic rules:

- IOMed has international legal personality and is open to membership by all states and regional integration organisations;
- Mediation services are offered for three types of international disputes submitted by mutual agreement before or after a dispute has arisen: 1) disputes between states; 2) trade or investment disputes between a state or international organisation (IO) and a national of another state (investor-state disputes); and 3) disputes arising out of international commercial relations between private parties;
- The IOMed may also provide mediation services to States or International Organisations, which have not signed the Convention, at their request;
- Key principles of the Convention include respect for sovereignty and territorial integrity, equality, non-interference in the internal affairs of States, commitment to respect international law, good faith and party autonomy;
- The Governing Council, composed of one representative from each state party, serves as the decision-making body, responsible for the adoption of mediation rules and codes of conduct the Secretariat implements the Council's decisions and acts as the legal representative;
- There will be two panels of mediators: one for disputes between States and another for other disputes. Mediators are appointed by the States Parties and

[19]IOMed—International Organization for Mediation, 2025a.
IOMed—The Government of the Hong Kong SAR, Signing Ceremony of the Convention on the Establishment of the International Organization for Mediation and Global Forum on International Mediation successfully conclude today, Dpt. of Justice, 30.05.2025b.
https://www.doj.gov.hk/en/community_engagement/press/20250530_pr1.html
IOMed The Government of the Hong Kong SAR, 2025b.
IOMed, official website https://www.international-mediation.org
Home https://www.international-mediation.org
About us (Structure, Governing council, Secretariat, Leadership team, History, Mediation services/Scope and cases) https://www.international-mediation.org/about-us/
Basic documents. https://www.international-mediation.org/basic-documents/
English official test of the IOMed Convention, https://www.international-mediation.org/basic-documents/
Yi Wang, Chinese Foreign Minister, at the signing ceremony: Reconciliation, Cooperation and harmony through extensive consultation by joint contribution, for shared benefit, jointly writing a new chapter on the rule of law in global Governance.
https://www.fmprc.gov.cn/eng/wjbzhd/202505/t20250531_11638303.html
[20]Sun Yun, 2025—If IOMed proves to be effective, it will be a serious competitor to the existing international dispute settlement.
Sun Yun, The purpose and promise of China's International Organization for mediation, Brookings, 06.06.2025.
https://www.brookings.edu/articles/the-purpose-and-promise-of-chinas-international-organization-for-mediation/

the Governing Council and must be recognised experts in fields such as law, commerce, industry or finance. Mediators between States must also have expertise in international law, diplomacy, international relations or political and economic affairs, as well as political and judgemental skills;

- Mediation proceedings are guided by the principles of voluntariness, impartiality, independence, good faith, efficiency, cost-effectiveness and confidentiality;
- Mediation under the Convention shall remain available to the parties at all times, even if other dispute resolution processes, such as arbitration, have commenced, without prejudice to the parties' rights to other dispute resolution methods. The parties may agree to suspend applicable limitation periods during mediation, as permitted by law;
- Finally, IOMed, its property and assets enjoy the necessary privileges and immunities within the contracting states. Representatives and officials also enjoy such immunities to perform their functions independently. Mediators, parties, agents, advisers, witnesses and experts generally enjoy immunity from arrest or personal detention and from seizure of personal luggage while carrying out their functions, as well as immunity from prosecution in connection with their mediation activities.

Following the Convention ratification by at least three signatories, IOMed will become the world's first intergovernmental legal organisation for the resolution of international disputes through mediation.

As of 31.07.2025, the rules of the procedure have not yet been approved.

Will this important initiative really get mediation off the ground internationally or, given the specific skills in different disciplines required of mediators, will it be another experience of "*mediation*, *the new arbitration*"?[21] (Nolan-Haley, 2010; Weiler, 2018; Rajkowski, 2020; Salisbury, 2020; Tvaronaviciene, Korsakoviene, & Radanova, 2023; Monteleone, 2023).

6. Contractual Clauses

Clauses, called composition clauses.[22] (Yuen & Leung, 2021; Harshitha, 2022; Dal Pubel & Marighetto, 2022; Antich & Caluori, 2023)

At the international level there are mediation clauses of all types. [23]Among others:

- Milan Chamber of Arbitration, mediation dpt.

Mediazione civile e commerciale ex D.Lgs.28/2010

"*Le parti sottoporranno tutte le controversie derivanti dal presente contratto o collegate ad esso - ivi comprese quelle relative alla sua interpretazione, validità, efficacia, esecuzione e risoluzione - al tentativo di mediazione secondo le disposizioni del Regolamento di Mediazione Civile e Commerciale della Camera Ar-*

[21](Nolan-Haley 2010, Weiler 2018, Rajkowski 2020, Salisbury 2020, Tvaronaviciene & Korsakoviene & Radanova 2023, Monteleone 2023) Monteleone Girolamo, 2023.
"ripristinando in ogni Comune dello Stato gli uffici di conciliazione da affidare a magistrati onorari
re-establishing conciliation offices in every municipality of the State to be entrusted to honorary magistrates"!!!
https://www.judicium.it/la-mediazione-obbligatoria-conciliazione-o-giurisdizione-surrogata-brevi-riflessioni-critiche/
[22](Yuen and Leung 2021, Harshitha 2022, Dal Pubel and Marighetto 2022, Antich and Caluori 2023)
[23]Matteucci Giovanni, supra note 12.

bitrale di Milano che le parti espressamente dichiarano di conoscere e di accettare integralmente. Le parti si impegnano a ricorrere alla mediazione prima di iniziare qualsiasi procedimento arbitrale o giudiziale."

Civil and commercial mediation, according to Legislative decree 28/2010

The parties shall submit all disputes arising out of or in connection with this agreement—including those relating to its interpretation, validity, efficacy, execution and termination—to mediation in accordance with the provisions of the Civil and Commercial Mediation Rules of the Chamber of Arbitration of Milan, which the parties expressly declare they are aware of and accept in full. The parties undertake to resort to mediation before commencing any arbitration or judicial proceeding

Fast Track Mediation Rules

"*Le parti sottoporranno tutte le controversie derivanti dal presente contratto o ad esso collegate al tentativo di mediazione disciplinato dalle Fast Track Mediation Rules della Camera Arbitrale di Milano che le parti espressamente dichiarano di conoscere ed accettare.*"

Fast track Mediation Rules

The parties shall submit all disputes arising out of or in connection with this contract to the mediation attempt governed by the Fast Track Mediation Rules of the Milan Chamber of Arbitration, which the parties expressly declare they know and accept

- ICC, International Chamber of Commerce, Paris
- *Clause A: Option to Use the ICC Mediation Rules*:

The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with the present contract in accordance with the ICC Mediation Rules.

- *Clause B: Obligation to Consider the ICC Mediation Rules*:

In the event of any dispute arising out of or in connection with the present contract, the parties agree in the first instance to discuss and consider referring the dispute to the ICC Mediation Rules.

- *Clause C: Obligation to Refer Dispute to the ICC Mediation Rules While Permitting Parallel Arbitration Proceedings if Required*:

(*x*) *In the event of any dispute arising out of or in connection with the present contract, the parties shall first refer the dispute to proceedings under the ICC Mediation Rules. The commencement of proceedings under the ICC Mediation Rules shall not prevent any party from commencing arbitration in accordance with subclause y below.*

(*y*) *All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.*

- *Clause D: Obligation to Refer Dispute to the ICC Mediation Rules, Followed by Arbitration if Required*:

In the event of any dispute arising out of or in connection with the present contract, the parties shall first refer the dispute to proceedings under the ICC Me-

diation Rules. If the dispute has not been settled pursuant to the said Rules within 45 *days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration*.

The choice, needless to say, must be made on the basis of the characteristics of the individual contract.

7. The Italian Case

If international mediation is managed in Italy, the procedure provided by Legislative Decree 28/2010 can be followed, with costs set by law and particularly low; or according to the ad hoc regulation of the body to which one turns, with more flexible rules and equally publicized costs. If managed abroad, according to the regulation of the provider.

7.1. Mediation Belongs to the Italian Legal Culture

Since the VII Century B.C. (Matteucci, 2023a) Nevertheless, when law no. 69/2009 introduced mandatory mediation in Italy, there were scepticism, a strong opposition by lawyers and benign neglect by judges. Eight appeals to the Constitutional Court. In 2012 compulsory mediation was revoked due to excess of delegated power with respect to law no. 69/2009, not for hindering access to justice.

Mandatory mediation was reintroduced in 2013, with innovations to meet the lawyers' demands: compulsory presence of the lawyer assisting the party in mediation, lawyers mediators "*ope legis*" (with an initial 15 hours training !) and OPT-OUT procedure (Gavrila, 2024).

The agreement, signed by the parties and the lawyers, immediately enforceable.

A further innovation was the introduction of the art. 185-bis of the Civil Procedure Code, according to which the magistrates could (and can) make a conciliatory proposal; if not accepted, they can send the parties to mediation (arb-than-med). In this way the traditional decision-making power of the judge was highlighted, expanding its perimeter (Matteucci, 2024a).

Step by step mediation started its way in the contemporary Italian Legal system, with rather satisfactory results. The main problem relied in an insufficient training.

From a statistical point of view, in the period 2011/2022 the following were recorded:

- reduction (−5% per year) in procedures activated in civil courts, due to the economic crisis and the Covid pandemic;
- a strong increase (+14% per year) in civil and commercial mediation procedures;
- a strong increase (+12% per year) in agreements reached in mediation.

And, according to the European Union, in 2016 Italy used mediation at a rate six times higher than the rest of Europe (EU Parliament, 2017). But in 2022:

- the success rate (agreements/mediations activated) was 15%;
- the ratio agreements/new judicial procedures 0.9%.

Too little. However, in mediation procedures where all parties had introduced themselves and agreed to go beyond the first meeting, the success rate was 47% (Matteucci, 2023b).

A substantial reform, of the Civil Process and ADRs (civil, criminal and family mediation, assisted negotiation and arbitration), called the Cartabia Reform, started and was completed between 2022 and 2023 (Matteucci, 2025a).

In 2025 in Italy, in relation to civil and commercial disputes, before going to court, it is possible to resort to mandatory mediation, voluntary mediation and the so-called conciliation.

Mediation is compulsory for dispute related to condominium, rights in rem, division, hereditary succession, family pacts, leases, comodato, business leases, compensation for damages arising from medical and healthcare liability and defamation by the press or other means of advertising, insurance, banking and financial contracts (8.5% of disputes subject to civil judgments), partnership contracts, consortia, franchising, work contracts, network, contracts, supply contracts, partnerships, subcontracting (with the Cartabia Reform controversies amounting to approximately 20/25% of all disputes in civil courts) (Matteucci, 2024b).

There are about 550 mediation providers and 22,000 mediators, under the control of the Ministry of Justice, and almost 220,000 procedures, with a 51% success rate when all parties are present in the mediation. No mediation provider, nor training provider are managed directly by the Ministry, which is only in charge of the rule enforcement.

It is compulsory to apply to a provider having its seat within the jurisdiction of the court competent to assess the dispute. But, subject to certain rules, the parties can choose a provider with seat in another jurisdiction.

The OPT-OUT procedure has been replaced. At the first meeting (no longer free of charge) compulsory mediation starts immediately and there are strict rules for the presence of the parties. The fees to be charged for the procedure are set by law and there are tax advantages in the event of an agreement being reached. As already underlined, according to art. 185-bis of the Civil Procedure Code the judge can make a conciliatory proposal; if not accepted, he can send the parties to mediation (arb-than-med).

The parties must be assisted by lawyers and, if an agreement is reached, the minute signed by the parties, the lawyers and the mediator is immediately enforceable.

Online procedure is regulated and is becoming increasingly popular. Problem in the lack of digital signatures among many people, other than professionals. As already mentioned, in 2010/2011 the judiciary accepted with benign neglect the introduction of civil mediation as a mandatory condition of admissibility in the Italian legal system. Some, very few, judges, however, realized the potential of the institute from the beginning and this awareness was then extended to many other magistrates. One detail has distinguished the Italian judiciary's attention to mediation: the predictability of the latter. That is, identifying the type of disputes that could most likely be treated and resolved in mediation. And on 11.03.2024 the document *Explainable Artificial Intelligence for Agile Mediation Propensity As-*

sessment was published: artificial intelligence applied to *jussu judicis* mediation (Matteucci, 2025b).

If the dispute does not concern the above-mentioned matters, mediation is voluntary. Same rules as for compulsory mediation as regards the choice of the provider, its territorial competence and the proceeding. Difference in the assessment of costs. The main difference is in the lawyers assistance, not compulsory. But, if the parties have not been assisted by lawyers and an agreement is reached, the minute signed by the parties and the mediator, to be enforceable, must be approved by the president of the court, competent to assess the dispute.

Consumer disputes can be handled by mediation providers, as indicated above, by specialised bodies or by standardized and quick online procedures ("conciliations").

7.2. International Commercial Mediation

The recourse to mediation for the resolution of international commercial disputes in Italy is up to now very low (arbitration is more used). Among the private mediation provider, ADRCenter. The Milan Chamber of Arbitration (at the Milan Chamber of Commerce) (Regazzoni, 2017)[24] is the most relevant public provider,

[24]ICBMC—An introduction of Italy-China Business Mediation Centre, June 2020.
Ms Wang Fang, Deputy Secretary—General of CCPIT Mediation Center.
Hello/Ciao
Background
- Fundamental Purpose—Providing an amicable way to solve business disputes between China and Italy
- Mission—Providing flexible, efficient, and affordable dispute resolution services
- The Institutions—Established by Milan Chamber of Arbitration and China Council for the Promotion of International Trade Mediation Center in 2004

General Information
- Co-Administration—2 secretariats in Beijing and Milan operate the ICBMC together
- Geographical scope of acceptance—Depending on the locations of disputants
- Transferring of cases—Once a case is taken in a secretariat, the case will be reviewed by a case manager at first and referred to the other secretariat if accepted.

Why the ICBMC is a better approach?
- You can decide your case—Specialization in law is not required, a common business person is fully competent at the ICBMC, lawyers are not necessary, save money
- Not about right or wrong—The parties are here to find a settlement not a judgement
- Trust-based—Mutual trust is foundation to conclude a settlement

Simplicity at the ICBMC
- The procedural Rules—Understandable to the parties who are not legal experts
- Easy to submit a case—The parties do not need to go to the offices. The submissions can be done via post or email
- Comparable advantage in supporting documents—It is not required that the parties shall authenticate documents like international litigation or arbitration (for which you could have spent considerable amount of time)

Flexibility at the ICBMC
- Location not matters—The parties may take part in mediation meeting online or in person
- Cost-saving and no jet lag—No need to fly between Milan and Beijing for mediation meeting
- The meeting time—The time shall be agreed by the parties, the mediator and the ICBMC

Avoidance of Cultural Clashes
- 2 different cultures—Sometimes, one party might misunderstand another because of different cultural background.
- Mediator from your own country—People from the same country share similar values. The ICBMC has a panel of mediators from China and Italy and allows the parties to appoint one mediator who is from the same country. Two mediators co-mediate the case together.
- The minimised risk of cultural clashes—Well-trained mediators know how to handle the clashes.

High Rate of Self-Performance
- The high rate—The Beijing Secretariat of ICBMC found that more than 90% settlement agreements are voluntarily performed by the parties.
- The principle of party-autonomy—The parties can refuse the proposals and withdraw from negotiations as they like.
- The professional mediators—The professional mediators offer their help to the parties to reach a settlement agreement with their experience and knowledge.

Outlook on the ICBMC
- "Belt & Road" Initiative—Italy joined the Initiative in 2019. The trade volume between China and Italy is predicted to go higher.
- Bigger role—More disputes might emerge as the trade volume is going up. The ICBMC will serve more business in the 2 countries.
- Better Service—The ICBMC will not stop improving

Thank you/Grazie
The procedure set out in the agreement with the Italy-China Business Mediation Centre ICBMC has been replaced by the Fast track mediation procedure FTMP, to be used on request by any operator from any country. See beyond.

dealing cross border mediations: 26 international proceedings out of 850, 3%, in 2019; 104 out of 926, 11%, in 2020; 51 out of 1000, 5%, in 2021. The procedures concern delivery of goods, price collection, shipbuilding, mining and many others, but there are no specific areas.

In Italy there are no specific rules referring to cross-border mediations.

The Italian D.Lgs. 28/2010 (mandatory mediation rules) can be used: pre-established low fees and the minute automatically enforceable in Italy, if undersigned by the parties, the lawyers and the mediator.

Otherwise, a voluntary proceeding can be followed, according to the European legislation, directly effective in the Member States. Directive 2008/52/EC, *of the European Parliament and of the Council of* 21 *May* 2008, 10 (EU—Directive 2008/52/EC; Mota, 2013).

If the agreement is to be performed in Italy, D.Lgs. 28/2010 art. 12 states—"*In the case of cross-border disputes referred to in Article* 2 *of Directive* 2008/52/*EC, the minutes shall be approved by the president of the court, in whose district the agreement is to be implemented*".[25]

Italy, like all other European Union countries, has not undersigned the Singapore Convention of mediation.

In Italy the international commercial mediation is managed by very few freelance professionals and by some mediation providers. the most relevant one is the Milan Chamber of Commerce, where it is possible to revert to mediation proceeding according to Law Decree 28/2010 (mandatory mediation) or to a **Fast track mediation procedure FTMP**.

"*This parallel track offers to users an informal scheme that can be shaped and adapted according the parties' needs. Choosing Italian Mediation System pursuing Decree* 28/2010 *or FTMR is upon the parties and can be a matter of conflict management strategy.*"

"*In general if the subject matter falls into the 'mandatory cases' and, in case of failure of the mediation, the controversy is going to court and the decision having to be executed in Italy, then it could be more convenient to follow track n.* 1, *the Italian Mediation System.*"

"*If court proceedings is not an option or if the subject matter is not falling in the list of mandatory matters and the obligation doesn't have to be executed in Italy, track n.* 2 *could be a valuable choice. In this case, the agreement reached under track n.* 2 *is a contract between the parties.*"

"*Legal assistance is not mandatory and parties can have a mediator of their choice*".[26] Mediator from a list of foreign mediators or mediators recommended by other institutions with which the Milan Chamber of Commerce has collaboration agreements: WIPO (World Intellectual Property Organization)[27], CPR[28]

[25]Italy, D.Lgs. 28/2010, art. 12.
[26]Milan Arbitration Chamber FTMP Fast Track Mediation Proceeding.
https://www.camera-arbitrale.it/en/mediation/fast-track-mediation.php?id=484
[27]WIPO, World Intellectual Property Organization.
https://www.wipo.int/amc/en/center/specific-sectors/adrcollaborations/italy/clauses/index.html
[28]CPR Dispute Resolution. https://drs.cpradr.org/about

New York, CMAP Parigi[29], TOTAM Istanbul[30].

What about the enforcement? (D'Alessandro, 2013)

Agreement to be implemented in Italy. If the Italian Mediation System is chosen, the enforceability is an automatic outcome. If the FTMP is chosen, the minute must be approved by the president of the court, in whose district the agreement is to be implemented.

Agreement to be implemented outside Italy. It depends on whether there are specific agreements between the states, otherwise the med-arb procedure can be used, provided there are agreements between the two states to recognize the arbitral award.

The same solution for an agreement reached between an Italian and a foreign company, signed abroad and to be implemented in Italy.

8. International Commercial Mediation in Europe

The International commercial mediation is rarely used in Italy. But the situation in other European Union countries is not much better. No European Union country, nor the EU itself, has signed the SCM (the only European countries that have signed the SCM are all outside the Union: Belarus, Montenegro, North Macedonia, Serbia) (Serbia has undersigned also the IOMed). Why?

Decisions within the EU must be taken unanimously. And the historical, cultural, political and economic differences between the 27 countries of the Union are quite significant. Furthermore, immediately after 2019 came Brexit and the Covid pandemic, which focused the attention of policymakers in several nations.

But also the use of domestic mediation is not particularly widespread in Europe. The EU Mediation Directive (2008/52/EC) was adopted in 2008. Six years later, in 2022, "*it appeared that mediation was being used in fewer than* 1% *of cases in the EU and that, in* 46% *of EU Member States, fewer than* 500 *mediations had taken place every year. A think tank was set up by the European Parliament. It came to the conclusion that there were necessary to 'reboot' the Mediation Directive*" (*Linklaters*, 2022; Think Tank, European Parliament, 2024).

2018 marked the tenth anniversary of the adoption of the Mediation Directive. In a short briefing, the Legal Affairs Committee of the European Parliament was forced to recognise that the Mediation Directive "*remains very far from reaching its stated goals of encouraging the use of mediation*" (De Palo, 2018).

In 2015 the ADR Directive for consumers, Directive 2013/11/EU, was approved, intended to facilitate the resolution of disputes between consumers and traders. To this end, in 2016 the European Online Dispute Resolution Platform (ODR platform) was also activated (Matteucci, 2015).

Despite a high number of visits, the ODR platform has only enabled an annual average of 200 cases EU wide, to be treated by an ADR entity.

[29]CMAP—Centre de Médiation et d'Arbitrage de Paris. https://www.cmap.fr

[30]ITOTAM Istanbul Chamber of Commerce Arbitration Center. https://itotam.com
https://www.ito.org.tr/en/about-icoc/istanbul-chamber-of-commerce-arbitration-and-mediation-center-itotam#:~:text=ITOTAM%3B,competent%20experts%20and%20recognized%20arbitrators

As a consequence, in 2024, The European Council called for the closure (April 2025) of the ODR platform and its replacement with a better tool.[31] I presume AI.

Also according to CPR, one of the most distinguished International Institute for conflict prevention & resolution, "*mediation is far from realising its immense potential among businesses in Europe. Among the barriers to effective use of mediation is the lack of awareness of mediation or its potential applications among corporate and outside counsel*" (Nelson, 2004).

Mediation is underused in the EU countries. Even if "*According to data from the World Bank, the EU had a total GDP of USD* 15.6 *trillion and it held the second largest share of global exports and imports of goods* (15.4% *worldwide*), *surpassing that of China and India*". And "*The EU's centrality to trade has driven the growth of a thriving ADR industry including legal, finance, third party funding, and insurance professionals. According to the* 2018 *Queen Mary University of London International Arbitration Survey* (*QMUL Survey*), *four out of seven of the most preferred seats of arbitration worldwide were in the EU, namely Paris, Geneva, Stockholm and London* (*before Brexit*). *New York, Singapore, and Hong Kong (China) made up the remaining* 3 *most popular seats. Out of more than a hundred arbitration institutions surveyed, the International Chamber of Commerce* (*ICC*) *and the Stockholm Chamber of Commerce* (*SCC*) *ranked as the first* (77%) *and fifth* (16%) *most preferred arbitration centres*" (IMI, 2021).

Therefore, no mediation, but arbitration. Why?

The Italian experience can help answer this question. In 2010 Italy ruled mandatory mediation in its contemporary juridical system. Even if mediation belongs to its ancient legal culture, there were fierce opposition by the lawyers and benign neglect by the judges. Because the of lack of training, since the 1930s (Matteucci, 2021). But thanks to greater attention to the quality and duration of training, the use of mediation in Italy is growing.

9. Conclusion

After World War II, with the world divided into two stable political hemispheres, international trade grew steadily, based on multilateralism, the lowering of reciprocal customs tariffs, shared rules issued by international bodies and sufficient financial stability. Since 2000, traumatic events, mainly wars, pandemics, problems on some maritime communication routes and the application of high customs tariffs, have created and continue to create problems for international trade.

No more price (and revenue) stability, possible significant delays in the delivery of goods and increased transport costs, sudden closure of some markets and the need to find others. All this, however, is without traumatically interrupting relations with long-standing commercial partners abroad, in the hope of reactivating relations once the emergency period is over. The use of a flexible, fast and economical tool (qualities examined in previous chapters), such as international commercial mediation, can therefore be more than useful.

[31] https://www.consilium.europa.eu/en/press/press-releases/2024/11/19/council-calls-for-the-closure-of-the-odr-platform-and-its-replacement-with-a-better-tool/

Furthermore, since 2019 there have been two points of reference of particular interest at the international level: the SCM (Singapore Convention on Mediation) and, more recently, the IOMed (International Organisation of Mediation).

How to increase the use of the tool?

The Italian experience can be useful to look for the answer. From 2010 to 2025, Italy did a remarkable job of introducing mandatory mediation into its contemporary legal system (and according to the European Union, in 2016 Italy used mediation at a rate six times higher than the rest of Europe, see note 51). At the beginning, there was a problem of hostility towards the institute, caused mainly by a lack of knowledge of the matter, a lack of training. Later on, thanks to a greater focus on training, mediation in Italy is achieving better results.

Therefore, the answer to the previous question is: training (D'Urso, Gavrila, & Radanova, 2025).

Shared training is at international level, not only in terms of theory, but also and above all at an operational level.

Conflicts of Interest

The author declares no conflicts of interest regarding the publication of this paper.

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