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Cluj Napoca, Cod 400420
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Jud. Dolj, România

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ADR CENTER ROMANIA MEDIATION RULES

ADOPTED BY ADR CENTER ROMANIA AND IN FORCE AS OF 01.02.2026

The Rules are available on the ADR Center Romania website at:
https://www.adrcenter.ro/mediation-rules

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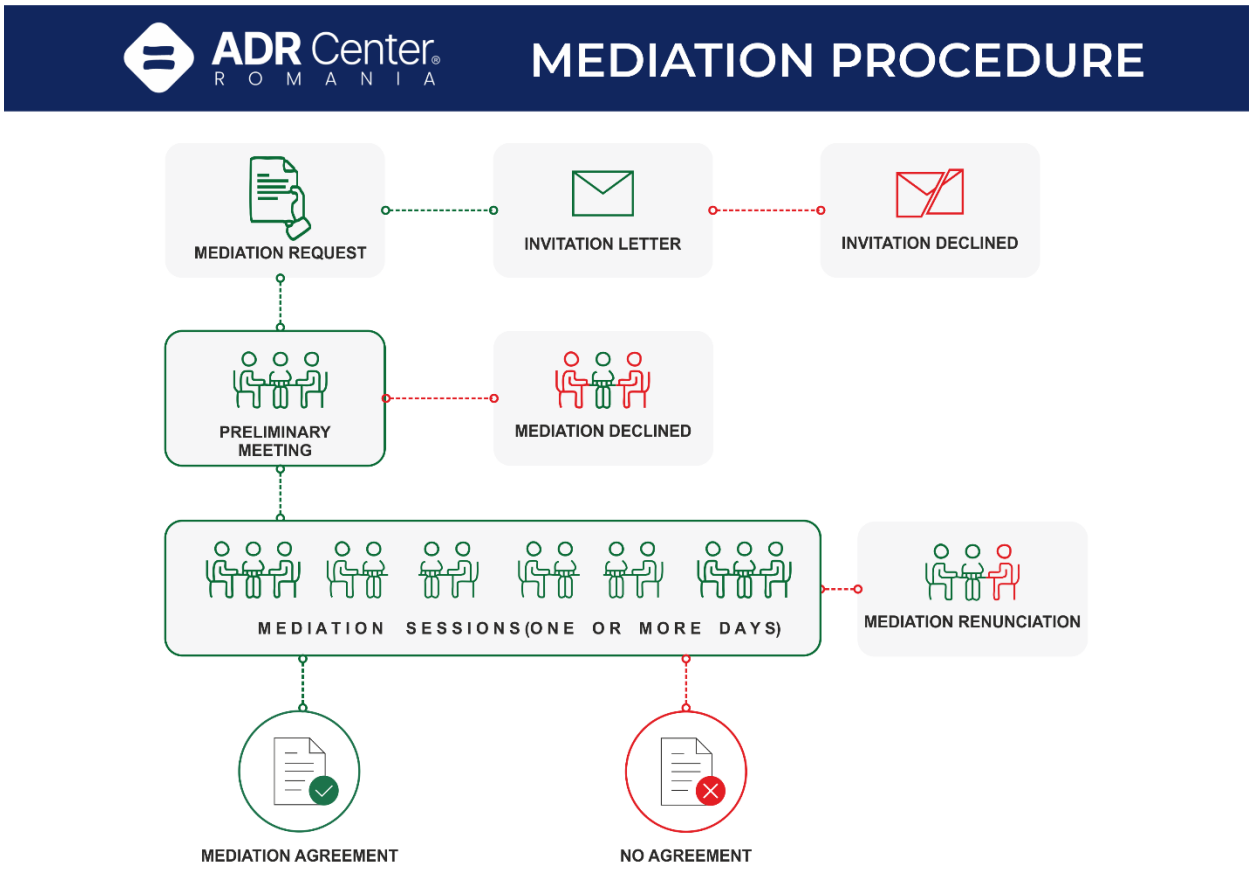
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Article 1 Purpose and application of the Rules

1.1. The ADR Center Romania mediation rules ("Rules") set out the principles and rules governing the mediation procedure conducted by the mediators in the ADR Center Romania network and by the professional structures through which they provide mediation services.

1.2. The Rules apply to any mediation case conducted by an ADR Center Romania mediator or arising from an ADR Center Romania mediation clause.

1.3. The ADR Center Romania mediation rules are supplemented by the provisions of Law no. 192/2006 on mediation and the organization of the mediator profession, as subsequently amended and supplemented.

1.4. These Mediation Rules are available on the ADR Center Romania website at https://www.adrcenter.ro/mediation-rules.

Article 2 Definitions and abbreviations

2.1. All terms used in these Rules shall be interpreted in accordance with the applicable domestic and international legislation.

2.2. The abbreviations used in this document have the following meaning:

a. ADR – Alternative Dispute Resolution.

b. VOD – Value of the Object of the Dispute

2.3. This document uses terms defined as follows:

a. "ADR Center Romania" – a national network of mediators in Romania, part of an international network of mediators providing mediation services under the same brand name, "ADR Center". The ADR Center Romania network is managed by ADR Center Romania S.R.L., a company registered in Romania, tax code RO35411378, European unique identifier ROONRC.J2016000050165 and registration number with the Trade Registry J2016000050165, which holds the rights of use for the "ADR Center" brand in Romania.

b. "ADR Center Romania Mediation Clause" – "*The parties agree that any dispute, controversy or disagreement arising from or in connection with this contract (including any dispute relating to its conclusion, performance or termination) shall first be submitted to mediation proceedings conducted by ADR Center Romania in accordance with the ADR Center Romania Mediation Rules. State courts or arbitral tribunals shall have jurisdiction only after the failure of mediation conducted in accordance with the ADR Center Romania Mediation Rules.*"

c. "Preliminary meeting to the mediation procedure" – a meeting organized by ADR Center Romania with all parties involved and the mediator appointed by ADR Center Romania.

d. "ADR Center Romania Mediator" – A mediator who is part of the ADR Center Romania network (list available at https://www.adrcenter.ro/mediators)

e. "Appointed mediator" – The mediator appointed by the Mediation Director of ADR Center Romania to conduct the mediation procedure in a specific case.

f. "Mediation" or "mediation procedure" – A negotiation process conducted by an impartial facilitator with no decision-making power.

g. "Party" – A natural person, group, public or private sector organization that is a party to a mediation procedure.

h. "Requesting party" – The party that submits the mediation request.

i. "Invited party" – The party that is invited to the mediation procedure as a result of the request lodged by the requesting party(ies).

j. "Rules" – The ADR Center Romania Mediation Rules.

k. "Mediation session" – The basic form in which the mediation procedure is conducted. A mediation session may include joint sessions and/or separate sessions, depending on the circumstances of the case and the mediator's decision, in consultation with the parties.

l. "Dispute Resolution Center" – An ADR Center Romania office or a professional structure of an ADR Center Romania mediator at whose address mediation services are provided in a particular locality (e.g. "ADR Center Romania – Iași Dispute Resolution Center", or, in short, "ADR Center Iași").

m. "Value of the Object of the Dispute" – the valuation made by the requesting party regarding the monetary value of the subject matter of the dispute

Article 3 Initiation of the mediation procedure

3.1. Any party to a dispute may initiate the mediation procedure by submitting a request to ADR Center Romania in accordance with these Rules. The mediation request may also be submitted by another party interested in the amicable settlement of the dispute, such as an employer, an authority, a lawyer or legal adviser of one of the parties. The mediation request may be submitted in writing at any ADR Center Romania Dispute Resolution Center, by email to office@adrcenter.ro, by filling in the mediation request form available at https://www.adrcenter.ro/mediation-request-form or via an integrated

application accessible from the ADR Center Romania website https://www.adrcenter.ro/.

3.2. One or more parties may ask ADR Center Romania to invite another party to participate in mediation. Upon receipt of such a request and payment of the request administration fee, ADR Center Romania will contact the other party(ies) on behalf of the mediators affiliated to the network and will invite them to a preliminary meeting to the mediation procedure with the requesting party and the mediator appointed by ADR Center Romania.

3.3. The party submitting the mediation request – the requesting party – may attach any documents it considers necessary for a better understanding of the case. The documents will be confidential or shared between the parties, depending on the requester's preferences. Even where the requester prefers sharing of any document, the decision on sharing (share or not) shall be taken by the mediator, who may consult the requesting party to determine whether sharing contributes to a constructive mediation procedure.

3.4. If the party invited to the preliminary mediation meeting refuses to attend, ADR Center Romania will clarify, as far as possible, the reasons and consequences of the refusal and will close the case, informing the requesting party accordingly.

3.5. If the party invited to mediate – the invited party – accepts to participate, it may provide ADR Center Romania with information and documents deemed necessary for a proper understanding of the case. The documents will be confidential or shared between the parties, depending on the invited party's preferences. Even where the invited party prefers sharing of any document, the decision on sharing (share or not) shall be taken by the mediator, who may consult the invited party to determine whether sharing contributes to a constructive mediation procedure.

3.6. ADR Center Romania informs the party that requested mediation whether the invited party has accepted to attend the preliminary meeting to the mediation procedure and will provide the necessary information for payment of the fee for the preparation, organization and facilitation of this meeting.

3.7. Correspondence with ADR Center Romania will be in Romanian where all parties are Romanian nationals, or in Romanian and/or English where at least one party is not a Romanian national.

Article 4 Selection or appointment of the mediator

4.1. ADR Center Romania, through the Mediation Director, appoints one or two mediators depending on the nature of the dispute and the common preferences of the parties. If they agree, the parties may select one or two mediators from the list of ADR Center Romania mediators.

4.2. Any party may reject once the mediator appointed by ADR Center Romania, stating the reasons for the rejection, in which case the Mediation Director will appoint another mediator or other mediators. If any party rejects the newly appointed mediator(s), ADR Center Romania will close the case.

Article 5 Conflict of interests

5.1. Before the first meeting with the parties, the mediator will verify and confirm his/her neutrality and independence or, as the case may be, will decline appointment as mediator in that case.

5.2. Any The parties may, separately or jointly and at any time, request ADR Center Romania to replace the mediator where, in their opinion, there are circumstances which give rise to doubts as to the mediator's impartiality and independence. ADR Center Romania will assess the request in light of the reasons given by the parties, will decide whether to replace the mediator and will send a reply to the parties within a maximum of 14 days.

Article 6 Representation

6.1. As a rule, it is preferable that the parties participate in the mediation, where they may be assisted by lawyers, legal advisers, experts or other specialists. However,

the mediator cannot impose participation conditions on the parties, their preferences and agreement regarding representation being decisive.

6.2. Natural persons who cannot participate in the mediation must appoint representatives with a legal mandate to represent them, who are fully informed about the case and authorized to participate in the mediation, sign the settlement mediation, negotiate and sign the settlement agreement. The power of attorney shall be attached in all cases to the Agreement to Mediate.

6.3. Where a party to the mediation procedure is a legal entity, it will be represented by one or more persons mandated to participate in the mediation on its behalf. The representative must hold a valid written mandate including the right to negotiate, to sign the Agreement to Mediate and the settlement agreement, and to legally bind the represented entity. The power of attorney must be submitted before the start of the mediation procedure, upon signing the Agreement to Mediate, and will be attached to it.

Article 7 Preliminary mediation meeting

7.1. After confirmation of payment of the fee for the preparation, organization and facilitation of the preliminary mediation meeting, ADR Center Romania will schedule this meeting and will send the parties the organizational details.

7.2. If the invited party does not attend the preliminary mediation meeting and the meeting cannot be rescheduled, ADR Center Romania will reimburse the requesting party half of the fee paid for the preparation, organization and facilitation of the preliminary mediation meeting.

7.3. The preliminary mediation meeting may be organized jointly with all parties or separately, depending on the circumstances of the case and the parties' preferences. Its purpose is to enable the parties to make an informed decision regarding the feasibility of mediation in their situation, with both substantive issues and elements relating to the mediation procedure being discussed.

7.4. The preliminary mediation meeting may conclude in one of the following ways:

7.4.1. The parties decide to continue with the mediation procedure and sign an Agreement to Mediate in this respect (the fee for the preparation, organization and facilitation of the preliminary mediation meeting paid by the requesting party will be deducted from the requester's share of the mediation fee).

7.4.2. The parties do not reach any understanding and the procedure is closed.

7.5. The preliminary mediation meeting does not constitute the statutory information meeting on the advantages of mediation under art. 1(1^1) of Law no. 192/2006 but may include such a meeting at the request of the parties or at the mediator's initiative.

7.6. Where the preliminary mediation meeting also includes information on the advantages of mediation, proof of an attempt at mediation is made by an information certificate issued by the mediator who provided the information, if the parties do not decide to proceed with mediation.

7.7. Where one of the parties refuses in writing to participate in mediation, does not respond to the invitation to the preliminary mediation meeting or does not attend on the date set for the preliminary mediation meeting, the mediator will draw up minutes including the steps taken and the indication that the invited party failed to appear.

Article 8 Mediation sessions

8.1. Mediation sessions are scheduled after the parties pay the basic mediation fee.

8.2. The mediator and the parties may hold joint or separate discussions, in all cases applying the principles of party self-determination, confidentiality of the mediation procedure and the principles of neutrality and impartiality of the mediator.

8.3. The mediation procedure is conducted in compliance with the principles of voluntary participation and party self-determination, without prejudice to the rights and legitimate interests of the parties or third parties. Participation in mediation and decisions made by the parties result from their free consent.

8.4. The mediator will schedule the date and time of each mediation session. Mediation will take place at an ADR Center Romania office convenient for the parties, online or at any other location agreed by the parties and the mediator.

8.5. The mediator may conduct mediation sessions in any manner he/she considers appropriate, taking into account the circumstances of the case, the parties' consent and the need to resolve the dispute as efficiently as possible.

8.6. The mediator does not have the authority to impose a settlement on the parties. The mediator is authorized to hold joint or separate sessions with the parties. At the request of the parties and with his/her consent, the mediator may make oral or written proposals for appropriate settlement of the dispute, which shall not be binding on the parties in any way.

8.7. Except in situations agreed by the parties and the mediator or provided by law, recording or disclosing statements made or information provided during mediation sessions is not permitted, including information relating to the acceptance or rejection of any settlement proposals or any other information provided by the mediator(s) or the parties.

8.8. Mediation sessions are private. Participation of any person other than the parties and, where applicable, their representatives, lawyers or legal advisers is possible only with the consent of the parties and the mediator.

8.9. At each mediation session, the mediator will draw up minutes containing logistical information on the duration of the session and the participants, without including information on the discussions held.

Article 9 Closing the mediation procedure

9.1. The mediation procedure ends when:

a. The parties reach a settlement.

b. The parties do not reach a settlement, and therefore the mediator or any party declares that the mediation sessions are concluded.

c. Ninety calendar days have elapsed since initiation of the mediation procedure, or the time period initially agreed for completing the mediation has expired, and the parties have not agreed to extend it.

d. One or both parties decide to withdraw from the mediation procedure.

9.2. Upon closing the mediation procedure, the mediator will draw up and sign, together with the parties, closing minutes. The document will contain at least the following elements: (1) the names and roles of participants in the procedure; (2) the date and place of closing the mediation procedure; (3) an indication of the result of the mediation (settlement agreement signed / no settlement / withdrawal / impossibility to continue); (4) the signatures of the parties and the mediator. The minutes will not contain details of the content of the discussions, the parties' arguments or proposals made during mediation.

Article 10 Confidentiality

10.1. All information, recordings, reports or other documents received by the mediator(s) from the parties will be treated as confidential, except where expressly agreed otherwise by the parties and the mediator. The mediator will take into account the parties' preferences regarding the sharing of documents or information, but the final decision to disclose them or not rests with the mediator, insofar as this contributes to a constructive and balanced mediation procedure.

10.2. Unless the parties decide otherwise, the mediator is obliged to keep confidential all information he/she becomes aware of in the course of mediation and all documents drafted or received from the parties, even after his/her function has ended. This obligation continues, except in cases expressly provided by law where the mediator has a legal obligation to report or to cooperate with the competent authorities.

10.3. Unless they agree otherwise, the parties will maintain the confidentiality of the mediation and will not rely on or submit as evidence in any arbitral, judicial or other proceedings:

a. opinions expressed, suggestions, recommendations or proposals made by the parties or the mediator during mediation sessions;

b. acknowledgements made by the parties during mediation sessions regarding the merits of the dispute;

10.4. Any evidence or source of evidence does not become inadmissible in arbitral, judicial or other proceedings solely because it was used, presented or discussed during mediation sessions, to the extent permitted by law. The provisions on confidentiality of mediation apply without prejudice to the parties' right of defense and the legal rules on the taking of evidence.

Article 11 Exclusion of liability

11.1. ADR Center Romania shall not be liable to the parties for any damage resulting from the conduct of the mediation procedure, except to the extent that such damage is caused by a serious or intentional breach of its legal or contractual obligations.

11.2. ADR Center Romania mediators and their professional structures are liable, under the law, for the mediation services they provide, including for failure to comply with the duties of diligence, impartiality, independence and confidentiality assumed towards the parties.

11.3. No provision of this article shall be interpreted as excluding or limiting liability that cannot be excluded or limited under the applicable law, including liability for gross negligence, intent or breach of mandatory legal obligations.

Article 12 Interpretation and application of the Rules

12.1. The mediator and ADR Center Romania will interpret and apply these Rules in good faith and in a reasonable manner, taking into account their purpose, the principles of mediation and the will of the parties as expressed in the agreements concluded with them.

12.2. Where uncertainties or differences of interpretation arise regarding the application of the Rules in a specific procedure, the mediator will consult the

parties and, where appropriate, ADR Center Romania, in order to identify a balanced solution that respects the parties' autonomy of will and the applicable legal provisions.

12.3. If a conflict of interpretation persists in relation to procedural aspects administered by ADR Center Romania, the final position of ADR Center Romania shall prevail, insofar as it does not conflict with the parties' agreement and mandatory legal provisions.

Article 13 Fees and honoraria

13.1. The fee for administration of the mediation request and the fee for the preparation, organization and facilitation of the preliminary mediation meeting are due by the requesting party (or parties) and are payable in advance, upon submission of the mediation request and before scheduling the preliminary meeting, respectively.

13.2. Unless the mediation parties agree otherwise in writing, the mediation fee and the mediator's (or mediators') expenses are paid in advance and shared equally between all parties.

13.3. The mediation fee represents the consideration for the mediation services provided and includes, without limitation, the activities of preparing mediation sessions, analyzing documents provided by the parties, organizing and managing the mediation sessions themselves (in-person or online), as well as any meetings with other persons relevant to the amicable settlement of the dispute, agreed in advance with the parties.

13.4. Where, with the parties' consent, the mediator must travel to other localities, the parties will bear the mediator's travel expenses (transport, accommodation, per diem, as appropriate) and travel time, within the limits and conditions agreed in advance and recorded in the Agreement to Mediate or an addendum. The parties may agree on a maximum cap for these costs.

13.5. ADR Center Romania mediators' mediation fees are set out in the Annex to these Rules.

Article 14 Role of the mediator in other proceedings

14.1. Unless all parties expressly agree in writing, a mediator who has participated in the mediation procedure may not subsequently: (1) act as arbitrator in any procedure to settle the dispute that was the subject of mediation; and (2) represent, assist or advise any of the parties in any arbitral, judicial or other proceedings relating to the same dispute.

14.2. The mediator may not be heard as a witness in cases in which he/she has acted as mediator, except in cases expressly provided by law.

14.3. Any derogation from the provisions of Article 14.1, by written agreement of all parties, is exceptional and may not prejudice the mediator's legal obligations of confidentiality and impartiality.

14.4. Breach of the obligations set out in this article may constitute grounds for removal of the mediator from the ADR Center Romania list of mediators, in accordance with the rules and procedure established by ADR Center Romania.

Article 15 Resort to arbitral or judicial proceedings

15.1. During the mediation procedure, the parties will act in good faith and will avoid, as far as possible, initiating new arbitral or judicial proceedings concerning the dispute submitted to mediation, except for: (1) situations where such proceedings are already pending; (2) cases where initiation of proceedings is necessary to suspend or interrupt limitation periods or to preserve rights or evidence; and (3) other situations where the law requires or allows a claim to be brought before a court or arbitral tribunal.

15.2. This article does not affect the parties' right of access to justice or their right to file claims or defenses in accordance with the law.

Article 16 Governing law

16.1. Mediation procedures conducted under these Rules will be governed and interpreted, as regards the organization and conduct of mediation in Romania, by Law no. 192/2006 on mediation and the organization of the mediator profession,

as subsequently amended and supplemented, and by other applicable Romanian legal provisions.

16.2. For any claim, dispute or disagreement concerning the interpretation, validity or application of these Rules and of the acts concluded with ADR Center Romania in connection with the administration of the mediation procedure, the courts of Bucharest Municipality (Judecătoria Sector 2, Tribunalul București, Bucharest Court of Appeal) have jurisdiction.

16.3. The provisions of this article do not affect rules on international jurisdiction or forum selection agreements applicable between the parties regarding the underlying dispute that is the subject of mediation.

Article 17 Settlement Agreement

17.1. The Settlement Agreement becomes legally binding only if it is drafted in writing and signed by the parties or their authorized representatives.

17.2. The legal effects of the Settlement Agreement are those provided by the applicable law, including Law no. 192/2006 on mediation and the organization of the mediator profession, as subsequently amended and supplemented. The parties may request, under Article 58 of this law, the authentication or approval of the agreement or its verification and certification by their lawyers, by a notary public, or by a lawyer or notary public chosen by the mediator with the parties' consent, in which case the certified agreement constitutes an enforceable title within the limits provided by law.

17.3. In disputes with a foreign element, including in cross-border civil and commercial matters, the Settlement Agreement may produce effects under European Union law and applicable international conventions, such as Directive 2008/52/EC and, as appropriate, the Singapore Convention on Mediation. These Rules do not affect the recognition and enforcement regime established by such instruments.

ANEXA – Mediation fees of ADR Center Romania mediators

1. This Annex is an integral part of the ADR Center Romania Mediation Rules and applies to all mediation procedures administered under them, except where the parties and ADR Center Romania expressly agree on a different fee structure.

2. Upon submission of the mediation request, the requesting party pays ADR Center Romania an administration fee of **150 RON** for each invited party. The fee covers the administrative costs related to registering and processing the request and, as a rule, is non-refundable. By way of exception, the fee may be partially or fully refunded in justified situations, such as errors attributable to ADR Center Romania or objective impossibility to process the request, under conditions established by ADR Center Romania.

3. Where there are invited parties and they accept the preliminary mediation meeting, the requesting party (or parties) will pay a fee for the preparation, organization and facilitation of a **preliminary mediation meeting** in the amount of **450 RON**, which covers a duration of **up to two hours**. The fee covers a total duration of up to two hours and may include joint and/or separate sessions with the parties, according to the circumstances of the case and the format agreed by the parties and the mediator. If the parties sign an Agreement to Mediate, this fee will be deducted from the requesting party's share of the mediation fee.

4. **Fee schedule per party – in RON (VAT not included):**

MEDIATION FEES FOR EACH PARTY				
Mediation fee class per party	Value of the Object of the Dispute (VOD) in RON		Basic mediation fee	Supplementary fee
	From	*To*	*30 days (max 8 hours)*	*Additional h*
I		20.000 RON	750 RON	150 RON
II	20.001 RON	500.000 RON	1000 RON	200 RON
III	500.001 RON	2.500.000 RON	2000 RON	300 RON
IV	2.500.001 RON	5.000.000 RON	3000 RON	400 RON
V	5.000.001 RON	12.500.000 RON	4000 RON	500 RON
VI	12.500.001 RON	25.000.000 RON	5000 RON + 0.05% din VOD	750 RON
VII	25.000.001 RON	50.000.000 RON	6000 RON + 0.075% din VOD	1000 RON
VIII	50.000.001 RON		7500 RON + 0.1% din VOD	1500 RON
IX	Not assessable in money		1500 RON[1]	200 RON[2]

[1] The amounts of 1,500 RON and 200 RON per party represent the starting point for calculating the mediation fee and may be increased depending on the complexity of the case.

5. Mediation fees include the value of mediation services provided over a consolidated period of 8 hours within 30 calendar days from signing the Agreement to Mediate.

6. If, with the parties' consent, the duration of time during which the mediator provides mediation services exceeds 8 hours, each party will pay an additional fee according to the table in point 4 above.

7. The mediation fee does not cover the costs of document translation, interpretation, the mediator's travel and accommodation when mediating in another locality, or any other costs incurred for additional services (experts, consultancy, etc.). All such costs will be borne by the parties, provided they have given prior consent to the relevant activities and associated costs.

8. In principle, the parties are equally responsible for paying the mediation fee, unless they agree otherwise. Any joint and several liability for payment of the fee or other mediation costs may only be established by express agreement of the parties, recorded in the Agreement to Mediate or an addendum.

9. Where, following discussions between the mediator and the parties, the need is identified to extend the mediation to other conflict-related topics, they may, by mutual agreement, extend the assistance and reassess both the value of the subject matter of the case and the mediation fee.