

2022

PRACTICE GUIDE

**APPLICATION OF TECHNOLOGY
IN THE MEDIATION PROCEDURE**
ONLINE MEDIATION



Alternative Dispute Resolution Center
Mediation Center Mitrovica



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Practice Guide

Application of Technology in the Mediation Procedure – Online Mediation

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Alternative Dispute Resolution Center ('ADRC') is a non-governmental organization based in Mitrovicë/a, the work of which is focused at providing a platform for mutual inter-ethnic engagement and understanding, promoting human rights and peace including community development in the Mitrovicë/a region. ADRC also specializes in the field of mediation and has supported and supports the strengthening of the justice system especially in the Mitrovicë/a region and beyond.

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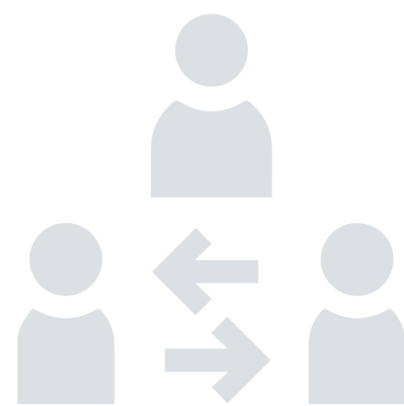
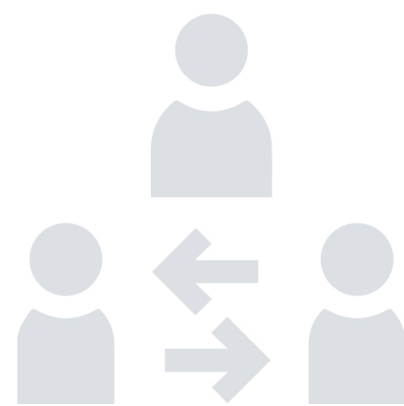


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INTRODUCTION

Mediation is an extrajudicial procedure for resolving disputes or cases between subjects of law, in which the parties to a dispute or case select one or more mediators to assist them in reaching a satisfactory solution, through the agreement of both parties and consequently the conclusion of an agreement in the mediation procedure, in accordance with the conditions set out in Law No. 06/L-009 on Mediation (Further in this text: Law on Mediation).¹

The mediation agreement reached in the mediation procedure (Further in this text: the Mediation Agreement), is considered a judicial agreement and is an enforceable document – hence it is binding on the parties. The dissolution or cancellation of the agreement reached in mediation can only occur through judicial process.

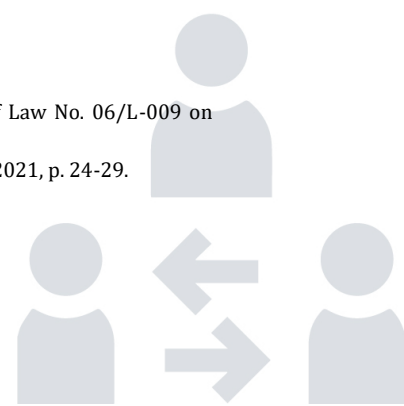
The mediation procedure is conducted on the basis of the free will of the parties and with their physical participation and of the engaged mediator. But the mediation procedure can also be carried out through technology, i.e., virtually without physical presence (Further in this text: Online Mediation).

Article 11.4 of the Law on Mediation has provided the possibility for the parties involved in the mediation procedure to be present also through technology and this is one of the novelties of this law which has been in force since September 2018.² However, the Law on Mediation has not clarified whether this refers only to mediation sessions or the entire mediation procedure, including the signing of the mediation agreements.³ At the same time, the sub-legal acts, pursuant to the Law on Mediation, have only described Article 11.4 and do not explain how to use the technology in the mediation procedure. Likewise, the Law on Mediation has not provided any definition of the term ‘technology’ despite the fact that this term includes a broad concept for which different dictionaries and scholars have given a variety of definitions. At the same time, the use of the term ‘technology’ has changed considerably over the decades, and the meaning of this term in different sciences and languages differs. Hence, according to the mediation-related legal framework in force, there is no precise definition of this term. Add here the fact that the electronic signature, relevant to the part of the mediation agreements, is still inapplicable, and all these aspects together make the online mediation in the Republic of Kosovo still insufficiently clear and/or enforceable.

¹ Law No. 06/L-009 on Mediation (Official Gazette, No. 14, August 20, 2018). With the entry into force of Law No. 06/L-009 on Mediation, Law No. 03/L-057 on Mediation was abolished (Official Gazette, No. 41, November 01, 2008)

² See Mediation in Kosovo: Overview and Recommendations, Alternative Dispute Resolution Center (ADRC), 2021, p. 24-29.

³ *ibid*, p. 27



Practice Guide ‘Application of Technology in the Mediation Procedure - Online Mediation’ is the first concrete and practical material and one of the most important contributions to date aimed at assisting the application of technology in the mediation procedure or online mediation in the Republic of Kosovo. The guide has been developed by adhering to the provisions of the legislation into force concerning mediation and the one on electronic signature and other electronic services. The guide also refers to good practices.

In the view of the foregoing discussion, the purpose and aim of this practical guide is to contribute to the proper, just, harmonized and reliable functioning of online mediation, in accordance with the legislation into force. As such, it helps to strengthen the mediation system and to contribute to a more applicable and efficient access to justice.

The guide aims to inform and equip with knowledge and understanding the general public, but it is in particular and primarily addressed to the Kosovo’s mediators and the Kosovo’s Chamber of Mediators (‘CHMRK’), relevant institutions (such as the Ministry of Justice ‘MJ’, the Kosovo Judicial Council of Kosovo ‘KJC’, the Kosovo Prosecutorial Council of Kosovo ‘KPC’, the Justice Academy ‘JA’, etc.) and those who engage with the mediation procedure and participate in it. It also intends to influence the relevant institutions to further advance and clarify the relevant legislation related to online mediation in the Republic of Kosovo and the functionalization of the implementation of electronic signature.

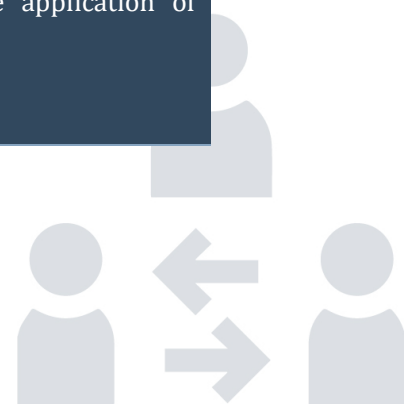
The guide has been prepared and is published in the framework of the project ‘*Facilitating access to justice in North Kosovo*’ implemented by the Alternative Dispute Resolution Center (‘ADRC’) known as the Mediation Center Mitrovica (‘MCM’)⁴ and supported by National Endowment for Democracy (‘NED’). The overall goal of the project is to facilitate minority communities’ access to justice and greater judicial integration in Kosovo.

I. GENERAL INFORMATION ABOUT ONLINE MEDIATION

Online mediation

The definition of online mediation is the same as that of in-person mediation, with the only difference that in online mediation the procedure takes place through the application of information technology-related knowledge, abilities and tools.

⁴ ADRC - MCM



In online mediation, the principles, procedures and deadlines are the same as in in-person mediation. Online mediation can be partial and complete.

The essence, meaning and philosophy of mediation is based on the understanding that disputes or disagreements between people are an integral or undivided part of the development of normal life.⁵ In the Republic of Kosovo, the Law on Mediation,⁶ defines mediation as an extrajudicial activity, so it is an alternative method for resolving conflicts⁷ between the subjects of law, which is developed independently of the judicial system. This procedure is entirely voluntary both in terms of its employment as a dispute resolution alternative, the selection of the mediator⁸ and in accepting or refusing the proposed agreement. The mediator as opposed to a judge has no power to impose a solution unto the disputing parties.⁹ Mediation, thus, is a procedure by which the parties seek the assistance of one or more mediators, to reach a settlement for the conflict that has arisen between them, which originates from a contractual or other legal relationship.¹⁰

The mediation procedure may be initiated by the parties, the court, the prosecution or the competent administrative body. Thus, we have two types of mediation procedures:

- › Self-initiated mediation procedures - Procedures initiated by the parties themselves, the so-called self-initiated (or out-of-court) mediation procedures, and
- › Referred mediation procedures – The mediation procedures referred by the competent bodies (courts, prosecution and administrative bodies).¹¹

⁵ Hajrullah Mustafa: Mediation in the justice system of the Republic of Kosovo and its positive effectiveness, Opinion Juris, No. 1/2015, p. 87

⁶ Law No. 06/L-009 on Mediation, Article 3 (1.1)

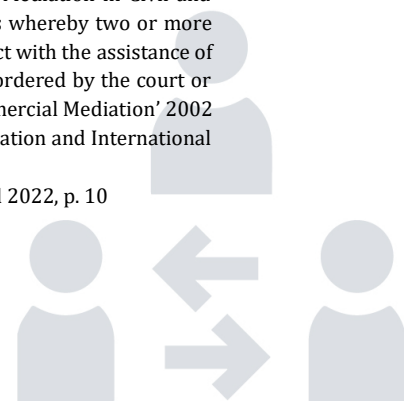
⁷ A conflict can be defined as a situation in which individuals disagree or have different needs, interests or values that result in tensions between them. See Training Manual: Law on Mediation – USAID, April 2022, p. 15. More specifically, ‘conflict is the fact, the occurrence which is not perceived equally by both parties.’ - See Hajrullah Mustafa: Cited paper, p. 87

⁸ A mediator is the third and neutral person, licensed by the Ministry of Justice, authorized to mediate between two or more parties aiming to resolve disputes, in accordance with the Law on Mediation, the principles, rules and procedures of mediation. See Article 22 Law No. 06/L-009 on Mediation which establishes the conditions for mediators as well as their certification and licensing process; Administrative Instruction (MJ) No. 03/2019 on the Licensing of Mediators in the Republic of Kosovo and Article 3 (1.2), Code (MD) No. 12/2019 of Conduct of Mediators in the Republic of Kosovo

⁹ See and compare B. Biti, S. Fekolli, J. Çyrbja: The Principle of Confidentiality in the Mediation Process – Comparative Analysis Between Albanian Law, UNCITRAL Model Law and EU Directive 2008/52EC, p. 48

¹⁰ Directive 2008/52/EC of the European Parliament and Council of May 21, 2008 on Certain Aspects of Mediation in Civil and Commercial Matters in Article 3 (a) gives the following definition ‘Mediation refers to a structured process whereby two or more parties to a conflict make efforts, on a voluntary basis, to reach an agreement for the resolution of their conflict with the assistance of a mediator referred to or appointed by them. This process may be initiated by the parties or suggested or ordered by the court or provided for by the law of member countries’; See also UNCITRAL Model Law (2002) ‘On International Commercial Mediation’ 2002 and Guide for its Adoption and Enforcement, 2002. UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation, 2018

¹¹ Besim M. Kajtazi: Summary of the legislation of mediation in the Republic of Kosovo, Shkrola, Pristina, April 2022, p. 10



Each of the above types of mediation procedures can be conducted with the physical participation of the parties and the engaged mediator or even through technology, in a virtual manner without physical presence, i.e., online mediation. Paragraph 4 of Article 11 of the Law on Mediation allows for mediation procedures to be conducted through information technology, as follows:

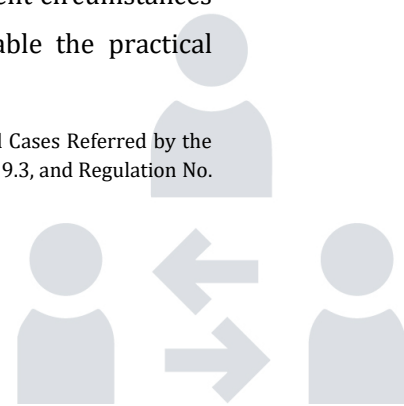
'In the mediation procedure, the natural person must be present in person, through technology or representation with the consent of the parties, while an authorized person represents the legal person.'

This paragraph is the only portion of the law that refers to online mediation. However, considering the fact that all principles, procedures and deadlines are the same as for in-person mediation, the definition of online mediation remains the same as for in-person mediation, with the only difference that the procedure takes place through the application of information technology-related knowledge, abilities and tools (internet, computers and other information technology devices such as tablets, iPad, Smart Boards, digital cameras and the like). In addition to this, the wording of the three sub-legal acts¹² regulating the mediation procedure, which may be initiated by the parties, the court, the prosecution or the competent administrative body, describes almost in the same form paragraph 4 of Article 11 of the Law on Mediation.

Thus, taking into account the Law on Mediation and the spirit and letter of this law, for the purposes of this guide the term 'technology' includes the application of information technology-related knowledge, abilities and tools for the online realization of the mediation procedure. The legal framework that regulates and deals with the mediation procedure in Kosovo, although not elaborating this part more broadly or giving more direction to the relevant article of the basic law through sub-legal acts, has provided the possibility of applying technology or conducting online mediation. Online mediation can be partial or complete. A partial mediation procedure is the one where only a part of the activities, for e.g., such as communication, information sessions, mediation sessions take place online, while other parts such as the signing of mediation agreements and relevant documents take place by physical presence. On the other hand, a complete or full online mediation procedure is the one where all related activities and procedures occur online, including the signing of mediation agreements.

However, the full implementation of online mediation in practice is confronted with several limitations arising from an insufficiently developed legal framework that would make this possible and this applies in particular to the part of the mediation agreements. In the current circumstances (October 2022) where no relevant sub-legal acts have yet been issued to enable the practical

¹² See Administrative Instruction (MJ) No. 05/2021 on the Mediation Procedure for Self-Initiated Cases and Cases Referred by the Administrative Body, Article 5.2; Regulation No. 04/2019 on the Mediation Procedure of Court Cases, Article 9.3, and Regulation No. 04/2019 on the Mediation Procedure of Prosecution Cases, Article 9.2



application of the electronic signature that would be needed and is necessary, *inter alia*, for the online mediation procedure and, in the absence of the equipment of persons with the right to electronic signature, the online mediation procedure in practice can only be carried out partially, with the signing of the related agreements and relevant documents done physically, by hand. This part will be further elaborated in detail.

The debates regarding the use of technology in the mediation procedure will be continuous, but one thing is more than certain, offline mediation and online mediation are in principle the same except for online mediation being a less formal, more effective and efficient process. This also corresponds with the very concept of mediation being a less formal procedure in which the parties involved in a conflict select one or more mediators to help them achieve a mutually satisfactory solution. Therefore, it is very important and valuable that online mediation, where possible, be used as much as possible, always in line with what the legal framework in force provides.

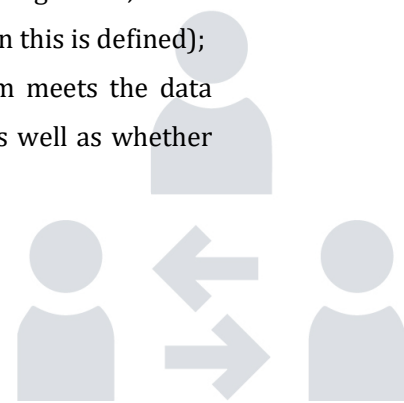
Using technology in online mediation

The parties involved in online mediation should not only appreciate the importance of using the technology but should also be prepared to apply it. By embracing and integrating technology in the mediation procedure, it is possible to save time and energy and, at the same time, it is a preparation for the future of a '*digital economy*'.

Technology is becoming increasingly prevalent and its use has completely transformed the way we live. It is therefore very important that the parties involved in the online mediation procedure not only recognize the importance of using the technology but that they are also prepared to apply it. By embracing and integrating technology in the mediation procedure, it is possible to save time and energy and, at the same time, it is a preparation for the future of a '*digital economy*'.

Each party involved in online mediation should consider to:

- ✓ use appropriate technological tools and relevant platforms that suit the parties and the mediator and that are readily available to allow users to use them without difficulty;
- ✓ verify that the parties involved and the mediator have the right to electronic signature, which is based on a qualified certificate and is established by secure devices (when this is defined);
- ✓ verify, before deciding on the platform that will be used, if the platform meets the data protection policies and how the privacy is ensured in online mediation as well as whether



such a platform is allowed within the relevant institution where mediation is or shall take place;

- ✓ ensure the functioning of the platforms with existing digital tools and equipment;
- ✓ provide a strong and secure internet connection and a calm environment, where the online mediation procedure is not hindered;
- ✓ test the equipment and platforms before the mediation session starts and carry out tests before the sessions start;
- ✓ conduct the online communication simply and intelligibly;
- ✓ ensure that the mediator at the beginning of the procedure provides general information about the process and effects of online mediation;
- ✓ ensure that each involved party maintains the confidentiality of the online mediation procedure;
- ✓ assist participants who have less experience with technology in online mediation.

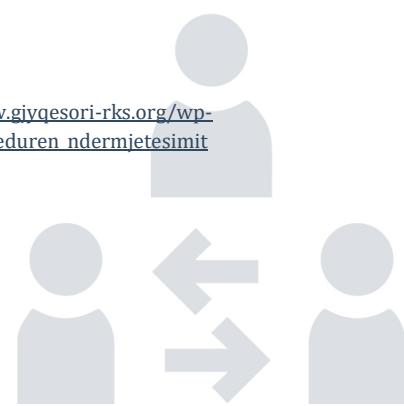
It is important to highlight that in 2020, the KJC issued a Decision allowing the use of the online method of the mediation procedure in the Courts of the Republic of Kosovo, suggesting the Jitsi Meet platform.¹³ This practice of the KJC should be further advanced by the MJ but also other institutions, through relevant acts, by which the use of online mediation is supported and clarified.

The principles of online mediation

In the mediation procedure conducted online, the following principles set out in the Law on Mediation should be applied: Equality of the parties; Free expression of the will of the parties; Impartiality and independence; Privacy and confidentiality.

The mediation procedure has a number of important principles, the application of which is essential to the success of the online mediation procedure. The principles, set out in the Law on Mediation, which are effective and also apply to the online mediation procedure are: Equality of the parties; Free expression of the will of the parties; Impartiality and independence; Privacy and confidentiality. It should be noted that, both in the in-person mediation procedure and the one online, proper communication is of vital importance. Indeed, 'Good attitude and communication skills are of vital

¹³ See KJC Decision No. 82/2020 (30.04.2020); https://www.gjyqesori-rks.org/wp-content/uploads/decisions/72699_Vendimi_KGJK_Nr._82_2020_Lejohet_perdorimi_metodes_online_ne_proceduren_ndermjetesimit.pdf www.jitsi.org See the link to learn how to access an online mediation session <https://www.gjyqesori-rks.org/2020/07/30/seancat-e-ndermjetesimit-edhe-ne-menyre-virtuale/>



importance for those who want to act constructively in a conflict – both as a party to the conflict or as a third party.’¹⁴

In order to make full use of the benefits of online mediation, it is important that the parties involved trust the online mediation services and apply the principles and provisions of the relevant legislation on mediation. These principles are a guarantee for the parties involved or seeking to initiate a mediation procedure, therefore the violation/non-application of these principles during online mediation violates the mediation procedure and, consequently, the achievement of a settlement or agreement.

Equality of the parties in the online mediation procedure

In the online mediation procedure, the parties are equal and have rights and obligations in accordance with the law.¹⁵ The mediator must maintain the equality of the parties throughout the mediation procedure and avoid actions which display signs of violations of the equality of the parties.

Free expression of the will of the parties

The online mediation procedure is conducted based on the full and free will of the parties, expressed orally and in writing.¹⁶ The parties to the procedure are completely free to decide on the development including all phases of the online mediation procedure.¹⁷ Likewise, the parties are not obliged to reach an agreement through online mediation, without their free will.¹⁸ Throughout the online mediation procedure, the mediator must ensure that the parties participate and give direction to each phase of the procedure including withdrawal from the mediation procedure as per their full and free will.¹⁹

Impartiality and independence

In the course of the online mediation procedure, the mediator should remain fully independent and impartial and provide his/her services only when he/she can remain independent and impartial. Otherwise, he/she should refuse to mediate, inform the parties that he/she is unable to continue mediation and withdraw from the respective case. At the same time, the mediator must ensure equal treatment of all parties to the procedure, avoiding any bias.²⁰

¹⁴ Handout - Mediation in Kosovo - Processes and skills, Partners-Kosova Center for Conflict Management, Laina Reynolds Levy, PhD, Partners for Democratic Change, March, 2011, p. 6

¹⁵ See Law No. 06/L-009 on Mediation, Article 5

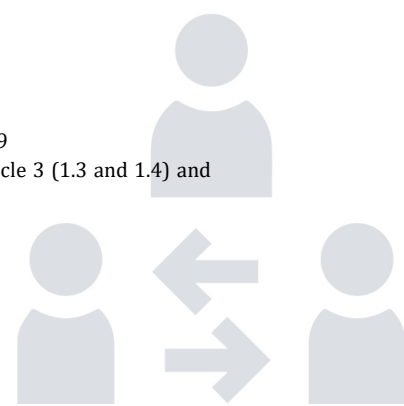
¹⁶ *ibid*, Article 4 and Code (MD) No. 12/2019 of Conduct of Mediators in the Republic of Kosovo, Article 4.1

¹⁷ See for e.g., Law No. 06/L-009 on Mediation, Article 12.2

¹⁸ *ibid*, Article 9.7

¹⁹ Code (MJ) No. 12/2019 of Conduct of Mediators, Article 4.2; See B. Biti, S. Fekolli, J. Çyrbja: Cited paper, p. 49

²⁰ See Law No. 06/L-009 on Mediation, Article 6 and Code (MD) No. 12/2019 of Conduct of Mediators, Article 3 (1.3 and 1.4) and Article 5



Privacy and confidentiality

The online mediation procedure is of a confidential nature, the mediation sessions are non-public, no record is kept during them and they should not be recorded. The mediator, the parties and their representatives are obliged to maintain the confidentiality of the process and of any information disclosed in the mediation procedure, unless agreed otherwise by the parties.²¹ Third parties participating in the mediation procedure are also obliged to comply with the principle of secrecy of the procedure.²² Disclosure of confidentiality, wiretapping and unauthorized recording are strictly prohibited and are considered serious breaches of the mediation terms and at the same time bring about criminal liability under the applicable law.²³

Conflict of interest

In terms of principles, it is also very relevant to mention conflict of interest. A mediator should avoid any conflict of interest throughout the online mediation procedure.²⁴ Prior to the commencement of mediation, the mediator must notify the parties of any conflict of interest that may emerge for which he/she has reason to believe it exists. The mediator, throughout the mediation procedure, should take care in such a form that if he/she believes that his/her position or any circumstances known to him/her put his/her impartiality into question, it should state these circumstances and take actions whereby he/she avoids a potential conflict of interest.²⁵ If the mediator withdraws, he/she informs the parties that they may select another mediator from the public register of mediators of the Republic of Kosovo.²⁶

Participants in the online mediation procedure

Two or more parties involved in a dispute or case and one or more mediators may participate in the online mediation procedure. Other parties include, when authorized by the parties, the representatives of the parties. Third parties may also participate, subject to the prior consent of the parties involved in the procedure.

²¹ *ibid*, Article 7; Regulation No. 04/2019 on the Mediation Procedure of Court Cases, Article 12 and Regulation No. 04/2019 on the Mediation Procedure of Prosecution Cases, Article 12

²² *ibid*, Article 12.8

²³ See Code (MJ) No. 12/2019 of Conduct of Mediators, Article 10

²⁴ *ibid*, Article 3 (1.6) and Article 6.1 and Law No. 06/L-009 on Mediation, Article 18

²⁵ See Law No. 06/L-009 on Mediation, Article 18.1

²⁶ See Code (MJ) No. 12/2019 of Conduct of Mediators in the Republic of Kosovo, Article 6.3; Regulation No. 04/2019 on the Mediation Procedure of Court Cases, Article 10, and Regulation No. 04/2019 on the Mediation Procedure of Prosecution Cases, Article 10



Two or more parties involved in a dispute or case and one or more mediators participate in the online mediation procedure. In addition to them, when authorized by the parties, the representatives of the parties also participate, including third parties, if agreed by the parties to the procedure. A natural person in the mediation procedure may be represented by an authorized person, whereas the legal person is represented by the authorized representative participating on the basis of a special written authorization. The representatives of the parties participating in mediation have full authority to reach a resolution for the respective dispute or case, unless decided otherwise by all parties.²⁷ Likewise, it should be noted that the natural person, as a party to the procedure, may also be assisted by a lawyer.²⁸

In addition to the parties, their representatives and the mediator, a third party may also participate in the online mediation procedure, subject to the prior consent of the parties of the procedure.²⁹ Other parties that have a role in the mediation procedure include the court mediation clerk administering the court cases referred to mediation (including those referred by the competent administrative body) and the prosecution mediation clerk tasked to administer the prosecution cases referred to mediation. The referred mediation clerks may also assist in the cases of self-initiated mediation.³⁰

The rights and obligations of the parties in the online mediation procedure

The rights and obligations of the parties in the online mediation procedure are the same to those applying to the in-person mediation procedure. These include but are not limited to the right of the parties to decide about the mediation procedure; the right of the mediator and parties to end or terminate the online mediation procedure; the preservation of the secrecy of communications and documents; the payment of the mediator fee and the method of payment.

In the online mediation procedure, the rights and obligations of the mediator and the parties must be specified before the start of the procedure; the parties involved must adhere to these until the end of the procedure and beyond.³¹

²⁷ See Administrative Instruction (MJ) No. 05/2021 on the Mediation Procedure for Self-Initiated Cases and Cases Referred by the Administrative Body, Article 5 (2 and 3), and Regulation No. 04/2019 on the Mediation Procedure of Court Cases, Article 9.2

²⁸ *ibid*, Article 5.2

²⁹ See Law No. 06/L-009 on Mediation, Article 12.7

³⁰ *ibid*, Article 3 (1.3)

³¹ See Law No. 06/L-009 on Mediation, Article 24



Prior to the initiation of the online mediation procedure, the mediator must inform the parties about the online mediation and their role including their right to take decisions in the procedure by respecting the task and role of the mediator.³² In this respect, prior to initiating online mediation, the mediator ensures that the parties enter mediation on the basis of their free will and understand sufficiently the procedure and principles of online mediation, including but not limited to:

- › The right of the parties to decide about the mediation procedure;
- › The right of the mediator and parties to end or terminate the online mediation;
- › The preservation of the secrecy of communications and documents;
- › The payment of the mediator fee and the method of payment.³³

In the online mediation procedure, the main role of the mediator is to facilitate the voluntary resolution of the dispute or case and offer the parties the opportunity to research all possibilities for this purpose. The mediator may propose a solution, but not the solution itself.³⁴ In order to succeed in online mediation, it is very important that the licensed mediators also meet the following requirements:

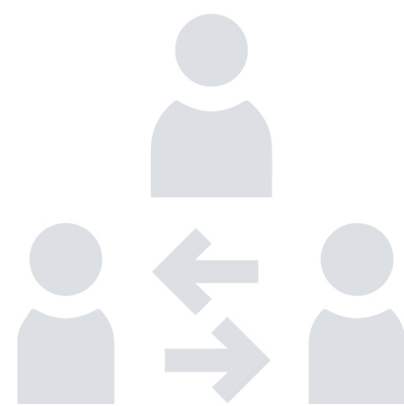
- ✓ are able to provide their online mediation services and prepare the relevant forms of written agreement for the start of the mediation procedure and other necessary documents;
- ✓ are present before the starting time of online mediation and stand by via e-mail and telephone, in case the parties and participants have problems to log in in the online mediation sessions;
- ✓ take care at all times that their online mediation services are conducted in accordance with the relevant legislation into force and that the parties involved also comply;
- ✓ take an active role in suggesting to the parties what he/she believes is right, in order to help them avoid any impediment in resolving the dispute or case;³⁵
- ✓ provide guidance and assist the parties involved in the online mediation procedure to apply the principles and terms of mediation as set out in the relevant legislation into force and make information clear to avoid time-consuming questions or misunderstandings online. The mediation-related information should be presented at the beginning of the procedure in a timely manner and appropriate format;
- ✓ make clear what are the expected behaviours online in order to create a safe space for the parties;
- ✓ contribute effectively to creating a positive atmosphere and fostering trust in the procedure;
- ✓ plan the mediation sessions and make efforts not to make them too long (preferably no more than four hours a day);

³² See Code (MJ) No. 12/2019 of Conduct of Mediators, Article 7.4

³³ *ibid*, Article 13.1

³⁴ *ibid*, Article 7.1

³⁵ *ibid*, Article 7



- ✓ schedule breaks, or individual times for reflection and take care not to have long silences during online mediation sessions and to look carefully to 'break the ice' in such cases, always considering that long silences may be uncomfortable during online mediation;
- ✓ take care in advance about how much knowledge and what previous experience the parties have in online mediation and what their knowledge is in terms of using technology;
- ✓ as necessary, conduct facultative technical tests for the inexperienced parties and clarify the questions directly or try to solve the technical difficulties;
- ✓ take care that each party is given the opportunity to express their own opinions or comments;
- ✓ in case of co-mediation, the mediators must in advance define the roles and coordinate among them.

As set out in the Code of Conduct of Mediators, the interventions in the procedure, instruction of parties in how to decide, the instigation of conflict between the parties, and aggressive behaviours the mediator may display during the exercise of the mediator profession and activity, are regarded as unprofessional.³⁶ Therefore, in online mediation, the mediator must not engage in unprofessional conduct. It should be borne in mind that disciplinary breaches of mediators, including in online mediation, are considered to be the unlawful or irresponsible conduct of the official duty as mediator, contrary to the Law on Mediation, the Code of Conduct of Mediators, and the relevant legislation. The mediators who commit breaches are faced with measures as established by the legislation into force.³⁷

The duration and costs of the online mediation procedure

In online mediation apply the same terms (deadlines) and costs as in the in-person mediation procedure.

In the online mediation procedure apply the same terms (deadlines) as in the in-person mediation. The parties must reach an agreement within ninety (90) days from the day of signing the agreement for entry or initiation of the mediation procedure. If the parties cannot reach an agreement within ninety (90) days, then, through the mediator, they can address the competent body that approved the referral of their case to mediation to extend the deadline for another thirty (30) days. In self-initiated cases, if parties have failed to resolve their dispute or case within the ninety (90) day limit, then they jointly with the mediator can sign an agreement for an additional thirty (30) day limit. In all instances,

³⁶ See Code (MJ) No. 12/2019 of Conduct of Mediators, Article 3 (1.5) and Article 9

³⁷ See Administrative Instruction (MJ) No. 04/2019 on the Supervision, Responsibility and Disciplinary Procedure of Mediators, Article 4 and 5



including in online mediation, it should be considered that the continuation of the terms and deadlines does not bring legal consequences in the loss of rights or acquisition of rights for one party over time.³⁸ The online mediation procedure ends with the lapse of the legal deadline for reaching an agreement.³⁹

A mediator is entitled to monetary compensation as a countervalue for the provision of their mediation services; the cost or fees of the online mediation procedure remain the same as established by Administrative Instruction (MJ) No. 4/2021 on the Mediators' Fee in the Republic of Kosovo.⁴⁰

The costs of the online mediation procedure are paid proportionally by the parties, unless otherwise agreed.⁴¹ The mediator is obliged to issue an invoice for the fee and expenses paid, containing the data as set out in the Administrative Instruction (MJ) No 4/2021; among the data that is required is also the signature of the invoice.⁴² In signing the invoice for the fee and expenses paid for the online mediation procedure, the rules of signing online mediation agreements are appropriately applied.

The signing of agreements in the online mediation procedure

The signing of agreements in the online mediation procedure, whether by hand or through electronic signature (which is based on a qualified certificate issued by an accredited certification service provider and created with secure signature creation devices), is one of the criteria for the validity of agreements in the mediation procedure.

The agreement for entering into mediation or initiating the mediation procedure and the mediation agreement (agreement for the mediated settlement) are the two main written agreements in the mediation procedure, which must be signed by the parties and the engaged mediator. While the first agreement provides consent for the initiation of the online mediation procedure,⁴³ the mediation agreement is a written agreement signed by the parties and mediator to resolve the dispute or case between the parties in the online mediation procedure.⁴⁴ The online mediation agreement also has the power of executive title, is enforceable and is only binding for the involved parties (parties to the dispute or case and only for the object of the agreement).⁴⁵ Hence, the online mediation agreement

³⁸ See Law No. 06/L-009 on Mediation, Article 16

³⁹ *ibid*, Article 17.1 (1.4)

⁴⁰ See Administrative Instruction (MJ) No. 4/2021 on the Mediators' Fee in the Republic of Kosovo, Article 6 and Table 1: Fee per case for self-initiated cases

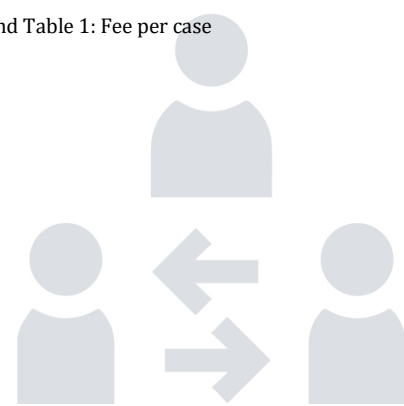
⁴¹ *ibid*, Article 19.1

⁴² *ibid*, Article 8 (5.1)

⁴³ See Law No. 06/L-009 on Mediation, Article 11.2

⁴⁴ *ibid*, Article 3 (1.6)

⁴⁵ *ibid*, Article 3 (1.6) and Article 14 (4 and 5)



must also comply with the Law on Obligational Relationships and be suitable for enforcement.⁴⁶ Referring to Article 57 of the Law on Obligational Relationships, the agreements in the mediation procedure require the drafting of the document and are reached when the parties and the mediator sign the document. If one of the parties to the mediation agreement does not know how to write, he/she shall put in the document his/her fingerprint confirmed by two witnesses or the court or another body.⁴⁷ By referring to the same provision of the Law on Obligational Relationships (Article 57 (4 and 5)):

'The requirement of written form is fulfilled if the parties exchange letters or agree by any other means that makes it possible to determine with certainty the content and the person who provided the statement. Unless expressly provided otherwise by law, the written form is also replaced by declarations by electronic means, to which the provisions of a special law apply.'

So, the Law on Obligational Relationships also allows the use of technology/electronic means in the mediation procedure and in the signing of mediation agreements, always considering that in this case the provisions of the legislation into force regarding electronic signature are applied.

The signing of agreements in the mediation procedure, whether by hand or by electronic signature, is one of the criteria for their validity. The court or prosecution may cancel the agreement reached through mediation, if it finds that it has been concluded contrary to the applicable law and if the will of the parties in mediation is not reflected.⁴⁸ It is therefore necessary that the courts and prosecutions, as per the example of the decision of the KJC that has oriented towards a platform to be used in online mediation in the Courts of the Republic of Kosovo, issue relevant normative acts that define how to use the electronic signature in mediation agreements, so a situation does not occur that after the conclusion of mediation agreements, these are not accepted by the courts and prosecutions, as well as the relevant administrative bodies.

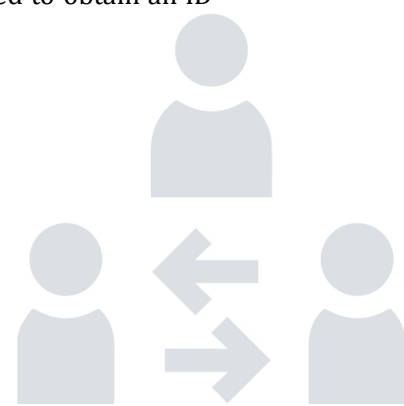
While the handwritten signature is clear and implies that these agreements must be signed by the parties and the mediator, the signature through 'technology' or electronic signature of the agreement for the initiation of the mediation procedure, the mediation agreement and other relevant documents forms an issue or problem. According to the definition provided by the legislation into force, the electronic signature includes data in an electronic form, which are attached to or logically accompany the data order, and which can be used to identify the signatory in relation to the data order.⁴⁹ Whereas every citizen of the Republic of Kosovo from the age of sixteen (16) years is obliged to obtain an ID

⁴⁶ *ibid*, Article 14 (4 and 5)

⁴⁷ See Law No. 04/L-077 on Obligational Relationships, Article 57

⁴⁸ See Law No. 06/L-009 on Mediation, Article 17.5

⁴⁹ See Law No. 05/L-015 on Identification Documents, Article 2 (1.9)



card,⁵⁰ this ID card has provided the possibility for any citizen to perform electronic services.⁵¹ For the realization of these electronic services, the signing of mediation agreements should be made in accordance with Law No. 08/L-022 on Electronic Identification and Trusted Services in Electronic Transactions and by Law No. 04/L-094 on the Information Society Services.

According to Article 6 of the Law No. 04/L-094 on Information Society Services, if any law in Kosovo requires the signature of a person, namely if the request for signature is in the form of an obligation or if the law stipulates consequences for the absence of signature, such request is deemed to be fulfilled if such signature is in the form of an advanced electronic signature, which is based on a qualified certificate and is created with secure signature creation devices; such signature shall then be considered as the signature of the signatory for all intents and purposes of the law.⁵² Thus, the electronic signature is valid and acceptable and it is not denied validity or weight of proof just because it is in electronic form, and it has the same legal effect as the handwritten signature.⁵³ An electronic signature is considered invalid when it is proven that it has not met the security requirements established by the legislation into force.⁵⁴

Insofar as the Law on Mediation expressly requires that the agreement for the initiation of the mediation procedure and the mediation agreement must be signed by the parties and the mediator, in order to have legal effects, the agreement must be signed by hand or by electronic signature that is based on a qualified certificate issued by the accredited certification service provider and created with secure signature creation devices.

The Law No. 04/L-094 on Information Society Services defines documentation in electronic form legally equal to the traditional documentation presented in paper format, in order to facilitate electronic services that include, but are not limited to, the application of electronic signature.⁵⁵ This law validates electronic contracts, and in the case of mediation procedure, the electronic mediation agreements. According to Article 11, the electronic contract shall not be denied legal effect, validity or force only on the basis that it is fully or partially in electronic form or has been fully or partially initiated with the electronic method of communication. For the purposes of any law related to contracts, an offer, acceptance of offer and any relevant communication, including any subsequent amendment, cancellation or revocation of the offer, the acceptance of the contract may, unless otherwise agreed by the contracting parties, be communicated via electronic communication.⁵⁶

⁵⁰ *ibid*, Article 3.1

⁵¹ *ibid*, Article 4.5

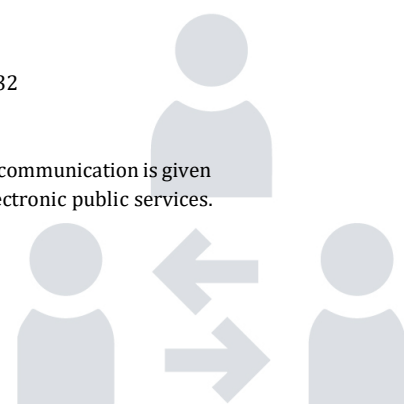
⁵² See Law No. 04/L-094 for Information Society Services, amended by Law No. 08/L - 022, Article 6

⁵³ See Law No. 08/L-022 on Electronic Identification and Trusted Services in Electronic Transactions, Article 32

⁵⁴ *ibid*, Article 34.2

⁵⁵ See Law No. 04/L-094 for Information Society Services, Article 1.1

⁵⁶ See Law No. 04/L-094 on Information Society Services, Article 11, and Article 2 (1.8) where the definition of communication is given to include 'any exchange or transfer of information between certain numbers of parties through available electronic public services.'



Whereas the Law No. 08/L - 022 on Electronic Identification and Trusted Services in Electronic Transactions regulates the conditions of the use of electronic signature, electronic seal, electronic time stamp and of the devices for their creation, electronic registered services for court procedures and other procedures, the conditions of issue and use of qualified certificates for the certification of services and website authentication, services entrusted in electronic transactions and electronic documents.⁵⁷

As seen above, the laws governing electronic signatures and seals have opened the possibility of electronic signing of mediation agreements. However, they are still not effectively implemented without the issuance of sub-legal acts and establishment of relevant bodies that must be accredited for the provision of certification services and issuance of qualified certificates. These sub-legal acts must define the conditions and criteria for the establishment of qualified electronic signatures and/or seals, as well as the conditions that the competent bodies must meet for the conformity assessment of the qualified devices for the creation of qualified electronic signature and/or seal.⁵⁸ Until the issuance of these acts and establishment of relevant bodies enabling it to be valid and acceptable, the electronic signing of the agreement for the initiation of the mediation procedure and the mediation agreement, as well as any other relevant documents must be carried out in physical form, with handwritten signature. When the conditions by which the validity of the electronic signature cannot be denied are established, then the signing of the agreements can also be carried out in electronic form, via the electronic signature.

Professional training and promotion of online mediation

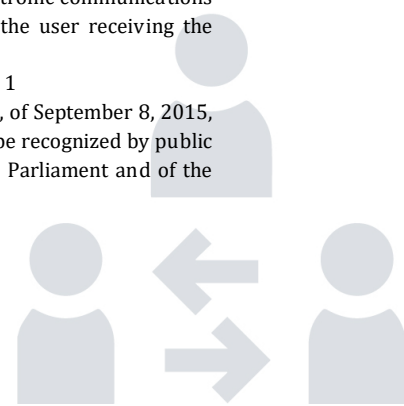
The institutions responsible for the field of mediation as well as development partners should organize trainings for online mediation to equip mediators with new knowledge and skills for conducting online mediation.

The MJ should draft pertinent sub-legal acts clarifying in more detail online mediation procedure and promote online mediation.

This does not include any information carried as part of a broadcasting service to the public through an electronic communications network unless the information concerns the party, as a customer, subscriber, identifiable registrar or the user receiving the information.'

⁵⁷ See Law No. 08/L - 022 on Electronic Identification and Trusted Services in Electronic Transactions, Article 1

⁵⁸ In this area it is highly important to transpose the (EU) Commission's Implementing Decision 2015/1506, of September 8, 2015, laying down specifications concerning the formats of advanced electronic signatures and advanced seals to be recognized by public sector bodies in accordance with Articles 27.5 and 37.5 of Regulation (EU) No. 910/2014 of the European Parliament and of the Council on Electronic Identification and Trusted Services for Electronic Transactions in the Internal Market.



The MJ, JA and CHMRK retain the main responsibilities for online mediation-related professional trainings.

Through its relevant units (the Department for Free Professions and the Division for the Supervision of the Legality of Free Professions) the MJ in cooperation with the relevant institutions is responsible for proposing, drafting and ensuring the implementation of legislation in the field of mediation,⁵⁹ as well as training programmes in the field of mediation. In line with this responsibility, the MJ should draft relevant sub-legal acts clarifying in more detail the matters surrounding online procedure. It is also responsible and should engage in organizing various campaigns to inform the public about the possibilities of using online mediation, as well as promote this procedure.⁶⁰ The field of online mediation should be accompanied by online mediation-related trainings to equip mediators with new relevant knowledge and skills.⁶¹ In this respect, the JA should organize, develop and carry out continuous professional trainings for mediators, based on its assessments, or in cooperation with, and, accordance with the requirements of the relevant institutions⁶² and other stakeholders contributing to the mediation system in Kosovo. Likewise, the CHMRK has the responsibility to build capacities and conduct continuous trainings from various fields pertaining to the profession of mediators.⁶³ At the same time, one of the aims of the CHMRK should be to promote and raise awareness on the use of online mediation, as well as to organize various campaigns and activities for this purpose.⁶⁴ In all these activities, the aforementioned institutions and bodies can and should also be supported by development partners and contributing actors.

Mediators can also promote their online mediator services and this promotion must be professional, reliable and conducted with dignity. When promoting online mediation, a mediator should not guarantee the potential parties the resolution of their dispute or case nor should it promise certain results from mediation,⁶⁵ including online mediation.

⁵⁹ See Regulation (CFR) No. 31/2013 on Internal Organization of the Ministry of Justice (13.11.2013) as amended and supplemented by Regulation (CFR) No. 12/2018 (31.07.2018), Article 17, Article 19 and Article 24/A

⁶⁰ See Law No. 06/L-009 on Mediation, Article 20.3 and Administrative Instruction (MJ) No. 06/2019 on the Training and Certification of Mediators, Article 20

⁶¹ Law No. 06/L-009 on Mediation, Article 20.2, and Administrative Instruction (MJ) No. 06/2019 on the Training and Certification of Mediators, Article 20

⁶² See Law No. 05/L-095 on the Academy of Justice, Article 6

⁶³ Statute (MD) No. 06/2020 of the Chamber of Mediators of the Republic of Kosovo, Article 6 (1.3); See Regulation (MD) No. 05/2020 on the Work of the Assembly of the Chamber of Mediators of the Republic of Kosovo

⁶⁴ *ibid*, Article 6 (1.4)

⁶⁵ See and compare Code (MJ) No. 12/2019 of Conduct of Mediators, Article 11



II. THE STEPS OF THE ONLINE MEDIATION PROCEDURE

The agreement of the parties to apply online mediation

The parties involved in a dispute or case, agree to apply and develop online mediation on the basis of their free will (expressed orally and in writing), and select one or more mediators to help them reach a satisfactory solution to their dispute or case, namely reach an agreement in the mediation procedure.

The parties enter the online mediation procedure and conduct it on the basis of their full free will. As a first step, they must agree to resolve the dispute or case through online mediation. In this instance, they also agree on the manner and form of conducting the online mediation procedure.⁶⁶ Before commencing the procedure, the mediator is obliged to inform the parties about the principles, rules, costs of mediation and the legal effects of the agreement.⁶⁷ In cases referred by the court and prosecution, when mediation sessions are held online, the mediation clerk must also be notified in advance. In these instances, the mediator receives only the copies of the case file.⁶⁸

The signing of the agreement for the initiation of the online mediation procedure

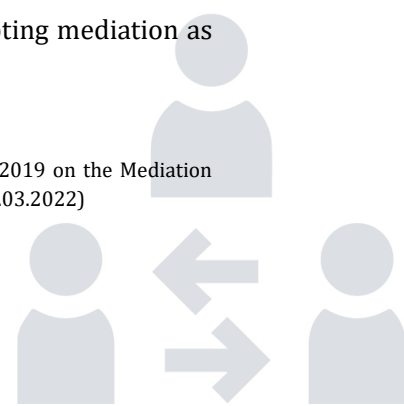
The parties involved in a dispute or case, enter into the agreement for the initiation of the mediation procedure, on the basis of their own free will, whereby consent is given to the initiation of online mediation and the manner of conducting the online procedure.

A very important step, on which it depends whether the online mediation procedure is initiated or not, after which the terms and deadlines commence, is the consent or accord for the initiation of the mediation procedure, namely the signing of the agreement for entry into the online mediation procedure. The online mediation procedure officially begins on the day the parties sign the agreement for the initiation of the mediation procedure which should contain the following data: parties to the procedure and their representatives; the object of mediation; the statement accepting mediation as

⁶⁶ See and compare Law No. 06/L-009 on Mediation, Article 12

⁶⁷ See and compare *ibid*, Article 11.1

⁶⁸ See Regulation No. 04/2019 on the Mediation Procedure of Court Cases, Article 9.4; Regulation No. 04/2019 on the Mediation Procedure of Prosecution Cases, Article 9.3, as well as the Protocol for Referral of Cases to Mediation (KJC, 01.03.2022)



well as the costs of the mediation procedure and the mediator fee. The agreement for the initiation of mediation, depending on who referred it, is signed using the forms of the respective appendices of the relevant sub-legal acts.⁶⁹ In the referred cases, after signing the agreement for the initiation of the mediation procedure, the mediation clerk informs the referring body by submitting a copy of the initial signed agreement, in which case the referring body will suspend the procedure until the mediation terms and deadline has elapsed.⁷⁰ After signing the agreement for the initiation of the mediation procedure, the mediator, with the consent or accord of the parties, will appoint the time and manner of conducting the online mediation sessions.⁷¹

Online mediation sessions

Online mediation sessions are the meetings of the mediator with the parties, held with the purpose of resolving the dispute or case. Online mediation sessions are non-public and no record is kept during their occurrence and should not be recorded.

After signing the agreement for the initiation of the online mediation procedure, the parties are free to decide about its online development and the online mediation sessions. Online mediation sessions are the meetings of the mediator with the parties for the purpose of resolving the dispute or case in accordance with the principles of mediation.⁷² The mediator, with the consent of the parties, shall set the time and manner of conducting the online sessions. During the procedure, the parties are obliged to present as realistically and as true as possible the circumstances of the dispute or case.⁷³

The mediation agreement in online mediation

The mediation agreement depends exclusively on the will of the parties. The mediator should help the parties and be dedicated to achieving the online mediation agreement. Once the parties have reached an agreement, the mediator shall compile this in writing, after which he/she and the parties must sign it (either by hand or electronically).

⁶⁹ See and compare Law No. 06/L-009 on Mediation, Article 11.3; Regulation No. 04/2019 on the Mediation Procedure of Court Cases, Article 9.1, and Regulation No. 04/2019 on the Mediation Procedure of Prosecution Cases, Article 9.1 Administrative Instruction (MJ) No. 05/2021 on the Procedure for the Mediation of Self-Initiated Cases and Cases Referred by the Administrative Body, Article 8.2

⁷⁰ See Administrative Instruction (MJ) No. 4/2021 on the Mediators' Fee in the Republic of Kosovo, Article 8.1

⁷¹ See Law No. 06/L-009 on Mediation, Article 12.5

⁷² See and compare, Administrative Instruction (MJ) No. 04 /2021 on the Mediators' Fee in the Republic of Kosovo, Article 3 (1.3)

⁷³ See and compare, Law No. 06/L-009 on Mediation, Article 12



The mediation agreement is ‘the agreement which contains in itself all the issues about which the disputed parties have agreed’⁷⁴ and depends exclusively on the will of the parties. Once the parties have reached an agreement, the mediator prepares the mediation agreement in writing and this must then be signed by the parties and mediator. The agreement should be clear and include all the points the parties have agreed upon. After drafting the mediation agreement in writing and before the parties or their representatives have signed it, the mediator must ensure that it has reflected precisely and fairly the will of the parties; he/she should read the agreement aloud to confirm that the parties have no remarks in the drafted text. Then, the mediator asks the parties to provide feedback before initiating the signing process, and only after the parties agree to the content of the agreement is the agreement finalized and signed by the parties and the mediator.⁷⁵

The mediator does not keep the written agreement reached in the mediation between the parties. The parties are provided with the mediation agreement and in case of its loss or destruction, the parties may request from one another and the mediator to confirm the reached settlement.⁷⁶ Despite the fact that the mediator does not keep the agreement reached in mediation, he/she is obliged to keep a report of all cases they have mediated, the nature of the resolved and unresolved cases and the parties to the procedure.⁷⁷

Interruption and termination of the online mediation procedure

The mediator interrupts the online mediation procedure if he/she notices that there are elements of domestic violence involved or there are shortcomings in the expression of the free will of the parties whether because of violence or intimidation. Online mediation terminates when an agreement is reached between the parties; when the party renounces mediation; when the mediator determines that the continuation of mediation would not be productive; when the parties fail to reach an agreement.

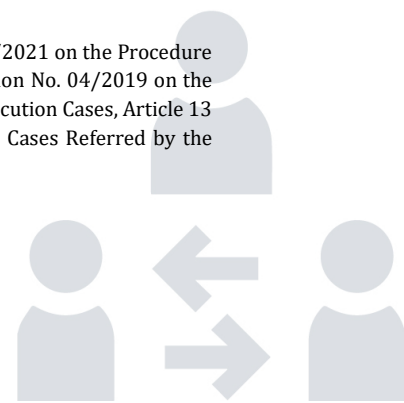
The mediation procedure does not apply to cases related to domestic violence, pursuant to the Law against Domestic Violence or to any dispute or case for which the exclusive responsibility of the court or another competent body is foreseen and in instances that contradict the legal order, legal provisions

⁷⁴ See Guide with Mediation Agreement Templates, USAID, April 2021, p. 5.

⁷⁵ See Law No. 06/L-009 on Mediation, Article 3 (1.6) and Article 14; Administrative Instruction (MJ) No. 05/2021 on the Procedure for the Mediation of Self-initiated Cases and Cases Referred by the Administrative Body, Article 10; Regulation No. 04/2019 on the Mediation Procedure of Court Cases, Article 13; Regulation No. 04/2019 on the Mediation Procedure of Prosecution Cases, Article 13

⁷⁶ Administrative Instruction (MJ) No. 05/2021 on the Procedure for Mediation of Self-Initiated Cases and Cases Referred by the Administrative Body, Article 13.2

⁷⁷ *ibid*, Article 13.1 and Article 14



and rules of public morality.⁷⁸ In cases containing elements of domestic violence, the mediator must terminate the mediation procedure and inform the parties of the reason for termination and instruct them to pursue other procedures in accordance with the legislation into force.⁷⁹ This should happen regardless of the stage of the online mediation procedure and the same applies if there are shortcomings in the expression of the free will of the parties whether because of violence or intimidation. When there is interruption, the mediator must draw up a report on the reasons for the interruption and return the case to the case referring judge or prosecutor to proceed with further proceedings.⁸⁰ Likewise, either party may withdraw from online mediation at any time.

It is worth observing that Article 34 of the Law No. 08/L – 022 on Electronic Identification and Trusted Services in Electronic Transactions also defines the exceptions to the use of electronic signature, which are also relevant to online mediation, according to which electronic signature cannot be used in the following instances: in the field of family and inheritance law, which are subject to special legal requirements; in legal actions for which public legalization, notarial act or court authorization is required; in legal actions related to the pecuniary guarantee for parole; whenever a special law does not permit the use of electronic signature.

Online mediation terminates in the following cases:

- › when an agreement is reached between the parties and the reached agreement in the online mediation procedure is enforceable;
- › when the party renounces (withdraws from) mediation;
- › when the mediator determines that the continuation of mediation would not be productive;
- › when the parties fail to reach an agreement to resolve their dispute or case within the time limits provided for by the law.

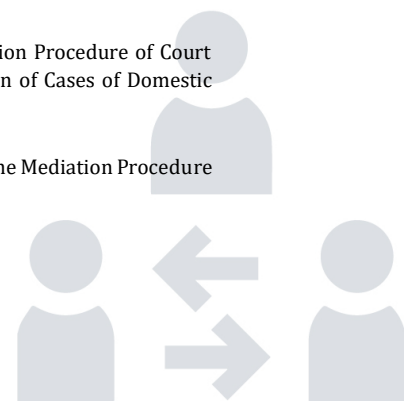
The legal effect of the agreement reached in online mediation

The agreement reached in the online mediation procedure is binding only upon the respective parties in dispute or disagreement and only for the object of the agreement; the mediation agreement is an enforceable document and regarded as a judicial agreement. Against the agreement

⁷⁸ See Law No. 03/L-006 on the Contentious Procedure, Article 3.3; Regulation No. 04/2019 on the Mediation Procedure of Court Cases, Article 3.6; as well as the Instruction of the Chief State Prosecutor for the Non-Referral to Mediation of Cases of Domestic Violence (27.05.2021)

⁷⁹ See Code (MJ) No. 12/2019 of Conduct of Mediators in the Republic of Kosovo, Article 7.8

⁸⁰ Regulation No. 04/2019 on the Mediation Procedure of Court Cases, Article 11; Regulation No. 04/2019 on the Mediation Procedure of Prosecution Cases, Article 11



reached in online mediation, the parties have no right of complaint. They have the right to request its dismissal or cancellation only by judicial process.

The agreement concluded in the online mediation procedure is binding only for the parties that have reached it and only for the object of the agreement.⁸¹ This mediation agreement is considered a judicial agreement and is enforceable.⁸² If the case is referred by the court, the agreement reached in writing is sent to the court, namely to the judge of the dispute or case for approval, who after assessing whether it meets the criteria as per the legislation into force, by a special decision or by affixing the seal of the court, approves it; after this the agreement acquires the power of a final decision. The agreement then has the power of enforcement document within the meaning of the applicable legal provisions, including the provisions of the Law on the Enforcement Procedure. The enforceability clause in the agreement is established according to the same rules as in court decisions. If the case is referred by the prosecution, the agreement reached in writing is sent to the referring prosecutor, who after its evaluation, by a separate decision approves the agreement; then the agreement and such decision is submitted to the chief prosecutor, after whose approval it has the power of a final decision. If the case is referred by the competent administrative body, the agreement reached in writing must be sent to the competent administrative body, which after approval by the head of the administrative body, has the power of an enforcement document. If the mediation starts with the self-initiation of the parties, the agreement reached in writing signed by the parties and the mediator, which contains the clause (certification) on the full force and enforceability of the agreement, has the power of enforcement document in accordance with the Law on Enforcement Procedure.⁸³

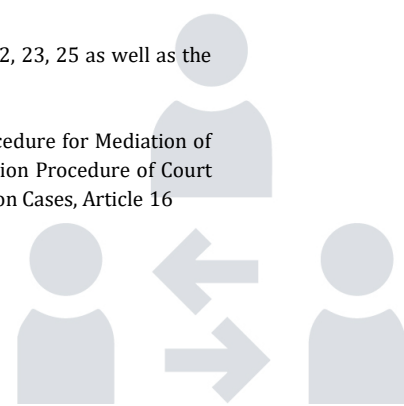
It should be emphasized that the judge by a special decision can cancel the agreement reached through mediation, if he/she finds that it is concluded contrary to the legislation into force and when the party testifies-argues that it has been reached without his/her free and full will. Likewise, the prosecutor who referred the case may cancel the agreement reached in mediation, when he/she finds that it has been concluded contrary to the applicable law and when there are shortcomings of free will.

Against the agreement reached in mediation, the parties have no right of complaint. They have the right to request the dismissal or cancellation of the agreement reached in mediation only by judicial process.

⁸¹ See Law No. 06/L-009 on Mediation, Article 14; Law No. 04/L-139 on Enforcement Procedure, Articles 22, 23, 25 as well as the Guide with Mediation Agreement Templates, USAID, April 2021

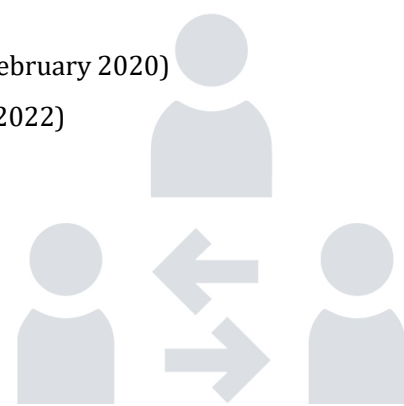
⁸² See Law No. 04/L-139 on Enforcement Procedure, Articles 22, 23, 25

⁸³ See Law No. 06/L-009 on Mediation, Article 15; Administrative Instruction (MJ) No. 05/2021 on the Procedure for Mediation of Self-Initiated Cases and Cases Referred by the Administrative Body; Regulation No. 04/2019 on the Mediation Procedure of Court Cases, Article 12 and Article 17.4 as well as Regulation No. 04/2019 on the Mediation Procedure of Prosecution Cases, Article 16

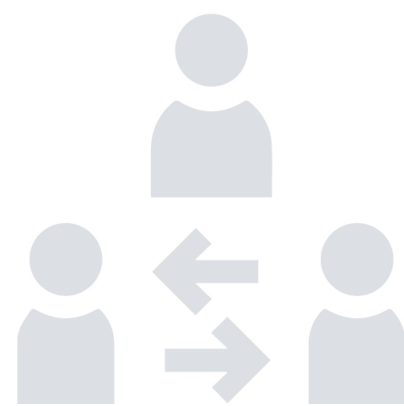


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- › Law No. 04/L-094 on Information Society Services (Official Gazette, No. 6, April 11, 2012)
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- › Statute (MJ) No. 06/2020 of the Chamber of Mediators of the Republic of Kosovo
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- › Protocol for Referral of Cases to Mediation (Kosovo Judicial Council, 01.03.2022)



- › Instruction for Non-Referral to Mediation of Cases of Domestic Violence (Office of the Chief State Prosecutor, 27.05.2021)
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