

上海市黄浦大公调解中心调解规则

Mediation Rules of Shanghai Huangpu Dagong Mediation

(2025 年 8 月修订)

(Revised August 2025)



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第一章 总 则

Chapter 1: General Provisions

第一条 （调解组织介绍）

Article 1 (Introduction of Mediation Organization)

上海市黄浦大公调解中心（以下简称“大公调解”）是经司法局和民政局审核登记，由众尊清算出资设立的非营利性社会调解组织，属于行业性专业性调解组织。

Shanghai Huangpu DaGong Mediation Center (hereinafter referred to as "DaGong Mediation") is a non-profit social mediation organization established and funded by Zhongzun Liquidation, registered and approved by the Bureau of Justice and Bureau of Civil Affairs, and belongs to the category of industry-specific professional mediation organizations.

大公调解中心是上海市高级人民法院、上海市司法局首批特邀商事调解组织名录入册单位，中国法学会团体会员，黄浦区法学会理事单位，获评“上海市优秀调解组织”称号的商事调解机构，是上海市社团组织等级 AAA 级评级的商事调解机构。中心设有独立党支部，依据法律法规、政策制度，用系统专业的调解手段，帮助国内外企业法人、社会机构和公民自然人解决民商事、海事、涉外等领域的纠纷并提供有关的调解、咨询、培训教育服务。

DaGong Mediation Center is listed in the first batch of specially invited commercial mediation organizations by the Shanghai Higher People's Court and Shanghai Bureau of Justice, is a group member of the China Law Society, a council member of the Huangpu District Law Society, has been awarded the title of "Shanghai Excellent Mediation Organization," and is a commercial mediation institution with AAA-level rating by Shanghai social organizations. The center has an independent party branch and, in accordance with laws, regulations, and policy

systems, uses systematic and professional mediation methods to help domestic and foreign corporate legal entities, social institutions, and individual citizens resolve disputes in civil and commercial, maritime, foreign-related and other fields, and provides related mediation, consultation, and training services.

大公调解的服务团队是由退休法学法律工作者以及律师、清算师、会计师、相关企业高管等一批精通法律调解、民商事业务和纠纷等事务的百余位专兼职专业人士构成，凭借多元专业组合的团队对具体纠纷的专业理解和对争议焦点的准确施策，促使合法、通情和达理的调解高效达成；聚焦中高端民商事纠纷，专注解决疑难案件。

DaGong Mediation's service team consists of more than one hundred full-time and part-time professionals, including retired legal workers, lawyers, liquidators, accountants, and senior corporate executives who are proficient in legal mediation, civil and commercial affairs, and dispute resolution. With their diverse professional combinations and specialized understanding of specific disputes and accurate strategies for focal points of contention, they promote lawful, reasonable, and logical mediation achievements efficiently, focusing on high-end civil and commercial disputes and specializing in resolving difficult cases.

现为友好快捷高效运用调解方式解决纠纷大公调解特制定本规则。

These rules are specially formulated by DaGong Mediation for the friendly, quick, and efficient use of mediation methods to resolve disputes.

第二条 （适用范围）

Article 2 (Scope of Application)

本规则适用于当事人在房地产、工程承包、投资、金融、保险、

贸易、航运、物流、知识产权、技术转让、企业清算、破产重组以及其它民商事、海事、涉外等领域的争议调解及咨询。

These rules apply to mediation and consultation of disputes between parties in real estate, engineering contracting, investment, finance, insurance, trade, shipping, logistics, intellectual property, technology transfer, corporate liquidation, bankruptcy reorganization, and other civil and commercial, maritime, and foreign-related fields.

第三条 （规则适用）

Article 3 (Application of Rules)

除非另有约定，当事人将争议提交给大公调解进行调解的，将视为同意按照本规则进行调解。

Unless otherwise agreed, when parties submit disputes to DaGong Mediation for mediation, they shall be deemed to have agreed to conduct mediation in accordance with these rules.

当事人约定适用本规则进行调解的，将视为同意将争议提交给大公调解进行调解。

When parties agree to apply these rules for mediation, they shall be deemed to have agreed to submit disputes to DaGong Mediation for mediation.

当事人可以共同约定补充、修改或者排除适用本规则的条款，但不得违反法律法规的强制性规定。

Parties may jointly agree to supplement, modify, or exclude the application of provisions in these rules, but shall not violate mandatory provisions of laws and regulations.

第四条 （调解原则）

Article 4 (Mediation Principles)

开展调解应当遵循自愿、公平、诚信、保密原则，不得违反法律

法规的强制性规定，不得损害国家利益、社会公共利益或者他人合法权益，不得违背公序良俗。

Mediation shall be conducted in accordance with the principles of voluntariness, fairness, good faith, and confidentiality, and shall not violate mandatory provisions of laws and regulations, shall not harm national interests, social public interests, or legitimate rights and interests of others, and shall not violate public order and good morals.

第五条 （调解依据）

Article 5 (Basis for Mediation)

调解员应当依据法律规定、国际惯例、行业规则、交易习惯等开展商事调解，促进当事人自愿达成调解协议。

Mediators shall conduct commercial mediation based on legal provisions, international practices, industry rules, trading customs, etc., to promote parties to voluntarily reach mediation agreements.

第六条 （联合调解）

Article 6 (Joint Mediation)

经当事人同意，大公调解可以与其他争议解决机构进行联合调解，也可以接受司法机关、行政机关、仲裁机构、公证处、商会、行业协会等邀请或者委托调解。

With the consent of the parties, DaGong Mediation may conduct joint mediation with other dispute resolution institutions, and may also accept invitations or commissions for mediation from judicial organs, administrative organs, arbitration institutions, notary offices, chambers of commerce, industry associations, etc.

第二章 调解程序

Chapter 2: Mediation Procedures

第一节 调解的申请与受理

Section 1: Application and Acceptance of Mediation

第七条 （申请调解）

Article 7 (Application for Mediation)

（一）争议的部分或者全部当事人可以向大公调解提出调解申请。
申请调解应当提交以下材料：

(1) Some or all parties to a dispute may apply to DaGong Mediation for mediation. Applications for mediation shall submit the following materials:

1. 提交由当事人签名或者盖章的《调解申请书》，其中应写明或提供以下内容：

Submit a "Mediation Application Form" signed or sealed by the parties, which shall state or provide the following:

（1）申请人和被申请人的名称（姓名）、法定代表人、住所及通信联系地址、邮政编码、电话号码、传真号码、电子邮件地址等其他可以联系各方当事人的其他信息；

(1) Names of applicants and respondents, legal representatives, domiciles, mailing addresses, postal codes, telephone numbers, fax numbers, email addresses, and other contact information;

（2）调解请求及事实理由、案件争议事项；

(2) Mediation requests, factual reasons, and disputed matters;

（3）双方当事人自愿调解的意愿；

(3) Willingness of both parties to voluntarily mediate;

（4）其它应当写明的事项。

(4) Other matters that should be stated.

2. 证据材料。

2.Evidence materials.

3. 调解申请人的主体资格证明文件，当事人委托代理人或者代表参与调解的，须向大公调解提交载明委托代理人或者代表的姓名、单位、职责和权限的授权委托书。

3.Qualification documents of the mediation applicant. When parties delegate agents or representatives to participate in mediation, they must submit to DaGong Mediation a power of attorney stating the names, units, duties, and authority of the agents or representatives.

4. 大公调解所要求提交的其他必要材料。

4.Other necessary materials required by DaGong Mediation.

（二）当事人申请调解的，应当缴纳案件登记费。

(2)When parties apply for mediation, they shall pay case registration fees.

第八条 （通知被申请人）

Article 8 (Notice to Respondent)

大公调解在收到调解申请材料及案件登记费后，会根据申请人提供的信息向被申请人发出通知。

After receiving mediation application materials and case registration fees, DaGong Mediation will send notice to the respondent based on information provided by the applicant.

若申请人在申请调解前已经与被申请人书面约定将争议提交调解，且该约定符合法律规定，除非被申请人在收到大公调解通知后的5日内明确表示拒绝调解，否则视为被申请人同意调解。

If the applicant has made a written agreement with the respondent before applying for mediation to submit disputes to mediation, and such agreement complies with legal provisions, unless the respondent clearly

refuses mediation within 5 days of receiving notice from DaGong Mediation, the respondent shall be deemed to agree to mediation.

若申请人在申请调解前未与被申请人书面约定将争议提交调解，除非被申请人在收到大公调解通知后的 5 日内明确表示同意调解，否则视为被申请人拒绝调解。

If the applicant has not made a written agreement with the respondent before applying for mediation to submit disputes to mediation, unless the respondent clearly agrees to mediation within 5 days of receiving notice from DaGong Mediation, the respondent shall be deemed to refuse mediation.

按照申请人提供的联系方式无法通知到被申请人的，申请人可以提供其他送达方式，仍无法通知到被申请人的，默认为被申请人不同意调解。

If the respondent cannot be notified using contact methods provided by the applicant, the applicant may provide other delivery methods. If the respondent still cannot be notified, it shall be deemed that the respondent does not agree to mediation.

第九条 （受理调解）

Article 9 (Acceptance of Mediation)

（一）各方当事人均同意调解时，大公调解将受理调解。

(1) When all parties agree to mediation, DaGong Mediation will accept the mediation.

（二）大公调解受理调解时，应当尽快向各方当事人发出受理通知书，告知当事人权利义务。调解期限自最后一方当事人收到受理通知书之日起计算。

(2) When DaGong Mediation accepts mediation, it shall promptly send acceptance notices to all parties, informing them of their rights and

obligations. The mediation period shall be calculated from the date the last party receives the acceptance notice.

（三）大公调解受理调解的，将向当事人发出缴费通知书，通知当事人预缴调解服务费，并告知当事人收费规则和缴费期限。

(3) When DaGong Mediation accepts mediation, it will send fee notices to parties, notifying them to prepay mediation service fees, and inform them of fee rules and payment deadlines.

第二节 调解员的选定

Section 2: Selection of Mediators

第十条 （调解员的产生）

Article 10 (Selection of Mediators)

（一）各方当事人在收到受理通知书之日起 5 日内，按照规定在大公调解的调解员名册中自主选定调解员，或者委托大公调解指定调解员。选定或者指定调解员，应当从具备调解本案所需要的执业资质、专业特长、调解经验、工作语言等条件和能力的调解员中作出选择。

(1) Within 5 days of receiving the acceptance notice, all parties shall independently select mediators from DaGong Mediation's mediator roster according to regulations, or delegate DaGong Mediation to appoint mediators. Selection or appointment of mediators shall be made from mediators who possess the professional qualifications, expertise, mediation experience, working languages, and other conditions and abilities needed for mediating the case.

（二）除当事人另有约定外，一般案件原则上由一名调解员进行调解。重大疑难争议或者在适用法律、专业领域、技术因素、工作语言等方面有较大难度的案件的调解，经当事人约定或者由大公调解建议并经当事人同意，可以选定或者指定多名调解员参与调解。多名调解员参与调解的，应当选定或者指定一名首席调解员，由其主持调解。

首席调解员由各方当事人共同选定，或者共同委托已选定的调解员共同选定，或者共同委托大公调解指定。

(2) Unless parties agree otherwise, ordinary cases shall in principle be mediated by one mediator. For major difficult disputes or cases with considerable difficulty in applicable law, professional fields, technical factors, working languages, etc., multiple mediators may be selected or appointed to participate in mediation with the agreement of parties or upon suggestion by DaGong Mediation and with parties' consent. When multiple mediators participate in mediation, a chief mediator shall be selected or appointed to preside over mediation. The chief mediator shall be jointly selected by all parties, or jointly delegated to be selected by already-selected mediators, or jointly delegated to DaGong Mediation for appointment.

（三）当事人也可以在上述名册之外选择调解员。当事人从上述名册之外选择调解员的，应当向大公调解中心主任提出申请。经大公调解主任及其他当事人同意后，该被提名调解员方可担任案件的调解员。该调解员调解争议，需同意并遵守大公调解的调解规则，拥有同在册调解员一样的权利和义务。

(3) Parties may also select mediators from outside the above roster. When parties select mediators from outside the roster, they shall apply to the director of DaGong Mediation Center. With consent from the director of DaGong Mediation and other parties, the nominated person may serve as mediator for the case. Such mediator, when mediating disputes, must agree to and comply with DaGong Mediation's mediation rules and have the same rights and obligations as listed mediators.

（四）当事人无法选择一致或者放弃自主选择的，由大公调解指定本案的调解员。

(4) When parties cannot reach consensus on selection or waive independent selection, DaGong Mediation shall appoint the mediator for the case.

(五) 调解员在接受当事人选定或者大公调解指定时应当承诺具有调解本案所必需的能力、时间和精力。

(5) When accepting selection by parties or appointment by DaGong Mediation, mediators shall promise to possess the necessary ability, time, and energy for mediating the case.

第十一条 （调解员利益冲突披露与回避）

Article 11 (Mediator Conflict of Interest Disclosure and Recusal)

调解员在接受当事人选定或大公调解指定时，以及再后续调解的任何阶段，应确保其能够到任司职，得以勤勉、高效地进行调解，并应当披露可能影响其在该案件中担任调解员的中立性、公正性的情况，包括但不限于一下情形：

Mediators, when accepting selection by parties or appointment by DaGong Mediation, and at any stage of subsequent mediation, shall ensure their ability to serve competently and conduct mediation diligently and efficiently, and shall disclose circumstances that may affect their neutrality and impartiality as mediators in the case, including but not limited to the following:

（一）调解员有下列情形之一的，当事人有权申请回避：

(1) Parties have the right to request recusal when mediators have any of the following circumstances:

（1）调解员是本案当事人或者一方当事人、代理人近亲属的；

(1) The mediator is a close relative of a party or agent in the case;

（2）调解员与本案有利害关系的；

(2) The mediator has an interest in the case;

（3）调解员与本案当事人、代理人有其他关系，可能影响该案件调解中立性的。

(3) The mediator has other relationships with parties or agents that may affect neutrality in mediation.

（二）当事人认为调解员存在可能影响其公正性、中立性的情况的，有权申请调解员回避。

(2) When parties believe mediators have circumstances that may affect their impartiality and neutrality, they have the right to request mediator recusal.

（三）调解员不得在后续与调解所涉争议有关的仲裁程序中担任仲裁员，但法律另有规定或者当事人同意的除外。

(3) Mediators shall not serve as arbitrators in subsequent arbitration procedures related to disputes involved in mediation, except where otherwise provided by law or with parties' consent.

调解员有上述情形的，应当自行回避；但是双方当事人同意或法律另有规定的除外。

Mediators with the above circumstances shall recuse themselves, except with consent of both parties or where otherwise provided by law.

第十二条 （调解员的更换）

Article 12 (Replacement of Mediators)

调解员因被申请回避等原因无法履行职责，当事人或者大公调解应当在 5 日内重新确定调解员，重新确定调解员的时间将不计入调解期限。

When mediators cannot fulfill their duties due to recusal applications or other reasons, parties or DaGong Mediation shall redetermine mediators within 5 days. Time for redetermining mediators shall not be counted in the mediation period.

重新确定调解员后，已经进行的调解程序是否重新进行，将由新确定调解员决定。

After redetermining mediators, whether already-conducted mediation procedures shall be repeated will be decided by the newly determined mediator.

第三节 调解的进行

Section 3: Conduct of Mediation

第十三条 （调解语言）

Article 13 (Mediation Language)

当事人可以约定调解语言，未约定的将由调解员来决定

Parties may agree on the mediation language; if not agreed upon, it will be decided by the mediator.

第十四条 （调解地点）

Article 14 (Mediation Venue)

调解原则上应在大公调解所在地、委托调解的机构所在地或者由大公调解指定的在线调解系统进行。但当事人协商一致亦可在其他地点进行，由此产生的额外费用由当事人共同承担。

Mediation shall in principle be conducted at the location of DaGong Mediation, the location of the institution delegating mediation, or in online mediation systems designated by DaGong Mediation. However, parties may also agree to conduct mediation at other locations, with additional costs borne jointly by the parties.

第十五条 （调解期限）

Article 15 (Mediation Period)

当事人可以约定调解期限，当事人未约定的，调解期限为大公调解受理调解之日起 30 日。如遇到重大案件或复杂疑难的，调解员需

经当事人同意延长调解期限。接受委托开展调解的，调解期限按照委托调解相关要求执行。

Parties may agree on a mediation period. If parties do not agree, the mediation period shall be 30 days from the date DaGong Mediation accepts mediation. In cases of major or complex difficult cases, mediators may extend the mediation period with parties' consent. For commissioned mediation, the mediation period shall be executed according to relevant requirements for commissioned mediation.

第十六条 （调解方式）

Article 16 (Mediation Methods)

调解员可以采用其认为有利于当事人达成和解的方式进行调解。这种方式包括但不限于：

Mediators may conduct mediation in ways they consider conducive to parties reaching settlement. Such methods include but are not limited to:

（一）单独或者同时会见各方当事人或代理人；

(1) Meeting with parties or agents separately or simultaneously;

（二）举行远程线上同步会议或者异步会议；

(2) Holding remote online synchronous or asynchronous meetings;

（三）经双方当事人同意且调解员认为有必要的，可以向有关专家或者专业机构就相关问题进行咨询；

(3) With consent of both parties and when mediators deem necessary, consulting relevant experts or professional institutions on related issues;

（四）要求当事人补充提交材料、口头或者书面意见，应当事人请求提出解决争议意见或者建议；

(4) Requiring parties to supplement materials, oral or written opinions, and providing dispute resolution opinions or suggestions upon parties' request;

(五) 调解员认为合适的其他方法。

(5) Other methods deemed appropriate by mediators.

第十七条 (勤勉原则)

Article 17 (Principle of Diligence)

大公调解和调解员应当高效推进调解程序, 努力协助当事人进行沟通, 发现各方的共同利益, 并在此基础上促使当事人找到解决方案。

DaGong Mediation and mediators shall efficiently advance mediation procedures, strive to assist parties in communication, discover common interests of all parties, and on this basis promote parties to find solutions.

第十八条 (自愿原则)

Article 18 (Principle of Voluntariness)

调解员应当尊重当事人的意愿, 公平、公正对待各方当事人。调解员无权将解决争议方案强加于当事人。

Mediators shall respect parties' wishes and treat all parties fairly and justly. Mediators have no authority to impose dispute resolution plans on parties.

第十九条 (保密原则)

Article 19 (Principle of Confidentiality)

(一) 调解活动非公开进行, 除当事人的代表人、代理人外, 其他任何人员仅在全体当事人和调解员同意的情况下才可以出席调解活

(1) Mediation activities are conducted non-publicly. Except for parties' representatives and agents, other personnel may attend mediation activities only with consent of all parties and mediators.

(二) 当事人、调解员及参与调解的其他人员应当对调解过程中产生所有信息保密，但下列情况除外：

(2) Parties, mediators, and other personnel participating in mediation shall keep confidential all information generated during mediation, except in the following circumstances:

1. 各方当事人协商一致并经过调解员和大公调解同意披露的；

1. Disclosed with unanimous agreement of all parties and consent of mediators and DaGong Mediation;

2. 根据法律的强制性规定必须披露的；

2. Must be disclosed according to mandatory legal provisions;

3. 为履行调解协议必须披露的。

3. Must be disclosed for fulfilling mediation agreements.

(三) 必要时，调解员可以要求所有参与调解的人员另行签署保密协议。

(3) When necessary, mediators may require all personnel participating in mediation to separately sign confidentiality agreements.

第二十条 （证据排除）

Article 20 (Evidence Exclusion)

当事人不得将调解过程中对方当事人作出的陈述、承认、让步或者承诺，以及调解员发表的意见或者建议等，在后续与调解所涉争议有关的仲裁、诉讼或者其他争议解决程序中作为证据使用，但法律另有规定或者对方当事人同意的除外。

Parties shall not use statements, admissions, concessions, or commitments made by opposing parties during mediation, or opinions or

suggestions expressed by mediators, as evidence in subsequent arbitration, litigation, or other dispute resolution procedures related to disputes involved in mediation, except where otherwise provided by law or with consent of opposing parties.

第四节 调解终止和中止

Section 4: Termination and Suspension of Mediation

第二十一条 （调解终止情形）

Article 21 (Circumstances for Mediation Termination)

出现以下情形之一，调解程序终止：

Mediation procedures terminate when any of the following circumstances occur:

（一）经调解达成调解协议的；

(1) Mediation agreement is reached through mediation;

（二）任何一方当事人声明终止调解程序或者以自己的行为表明不再继续参与调解的；

(2) Any party declares termination of mediation procedures or indicates through their actions that they will no longer continue to participate in mediation;

（三）调解员在与当事人协商后认为调解已无成功的可能并声明终止调解程序的；

(3) After consulting with parties, mediators believe mediation has no possibility of success and declare termination of mediation procedures;

（四）当事人未在大公调解确定的合理期限内缴纳调解费用，大公调解决定终止调解程序；

(4) Parties fail to pay mediation fees within reasonable periods determined by DaGong Mediation, and DaGong Mediation decides to

terminate mediation procedures;

（五）当事人约定期限终止或者调解期限届满各方当事人未达成调解协议，当事人明确不同意延期；

(5) Agreed periods expire or mediation periods end without parties reaching mediation agreements, and parties clearly disagree to extensions;

（六）因当事人虚假调解大公调解决定终止调解；

(6) DaGong Mediation decides to terminate mediation due to parties' false mediation;

（七）其他导致调解程序终止的情形。

(7) Other circumstances leading to termination of mediation procedures.

第二十二条 （调解中止）

Article 22 (Mediation Suspension)

调解员认为存在有助于促成和解的情形，经当事人和大公调解中心同意，可以中止调解。当事人协商一致也可以申请中止调解。中止期间不计入调解期限。

When mediators believe circumstances exist that are conducive to reaching settlement, mediation may be suspended with consent of parties and DaGong Mediation Center. Parties may also unanimously apply for mediation suspension. Suspension periods shall not be counted in mediation periods.

经各方当事人同意，调解员可以恢复调解程序，调解期限继续计算。

With consent of all parties, mediators may resume mediation procedures, and mediation periods continue to be calculated.

第三章 调解协议

Chapter 3: Mediation Agreements

第二十三条 （调解协议达成）

Article 23 (Reaching Mediation Agreements)

当事人通过调解就全部或者部分争议事项达成一致的，可以就达成一致的事项签订调解协议。

When parties reach consensus on all or part of disputed matters through mediation, they may sign mediation agreements on matters reaching consensus.

调解协议应当经调解员签名并加盖大公调解的印章。

Mediation agreements shall be signed by mediators and sealed with DaGong Mediation's seal.

第二十四条 （调解协议内容）

Article 24 (Content of Mediation Agreements)

调解协议应当载明以下内容：

Mediation agreements shall contain the following:

1. 双方当事人的基本情况；
1.Basic information of both parties;
2. 主要事实和争议事项；
2.Main facts and disputed matters;
3. 争议的解决方案；
3.Solutions to disputes;
4. 履行的方式、期限和违约责任；
4.Methods, periods of performance, and breach of contract liability;
5. 调解费用的分担方式；
5.Method of sharing mediation costs;
6. 调解协议的日期。
6.Date of mediation agreement.

第二十五条 （调解协议形式）

Article 25 (Form of Mediation Agreements)

调解协议应当采用书面形式。

Mediation agreements shall be in written form.

当事人应当通过由大公调解认可的线上平台以电子方式签订协议的，视为采用书面形式。

When parties sign agreements electronically through online platforms recognized by DaGong Mediation, this shall be deemed written form.

第二十六条 （调解协议履行）

Article 26 (Performance of Mediation Agreements)

调解协议具有法律约束力，当事人应当自觉履行调解协议。

Mediation agreements have legal binding force, and parties shall consciously perform mediation agreements.

经由双方当事人的共同申请，大公调解可以对调解协议的履行提供监督或者相关履约辅助服务，由此产生的费用将由当事人承担。调解员应当及时主动履行调解协议。

Upon joint application by both parties, DaGong Mediation may provide supervision or related performance assistance services for mediation agreement performance, with resulting costs borne by parties. Mediators shall promptly and actively perform mediation agreements.

第二十七条 （调解协议执行）

Article 27 (Enforcement of Mediation Agreements)

当事人可以采取以下方式赋予调解协议强制执行力或者申请执行，大公调解将予以协助：

Parties may adopt the following methods to give mediation agreements enforcement power or apply for enforcement, and DaGong

Mediation will provide assistance:

1. 依法就调解协议向有管辖权的人民法院申请司法确认;

1.Lawfully apply to competent people's courts for judicial confirmation of mediation agreements;

2. 根据仲裁协议或者调解协议中的仲裁条款依法申请仲裁, 请求仲裁庭制作调解书或者根据调解协议的有关内容制作裁决书;

2.Lawfully apply for arbitration based on arbitration agreements or arbitration clauses in mediation agreements, requesting arbitration tribunals to make mediation documents or award documents based on relevant content of mediation agreements;

3. 调解协议以给付为内容且债务人承诺愿意接受强制执行的, 可以依法向公证机构申请办理具有强制执行效力的债权公证文书;

3.When mediation agreements involve payment content and debtors promise willingness to accept enforcement, they may lawfully apply to notary institutions for notarial documents with enforcement power;

4. 调解协议涉及在中华人民共和国领域外执行的, 可以依照有关国际条约的规定, 向有管辖权的外国主管机关申请执行。

4.When mediation agreements involve enforcement outside the territory of the People's Republic of China, they may apply to competent foreign authorities for enforcement according to relevant international treaty provisions.

第四章 调解费用

Chapter 4: Mediation Fees

第二十八条 (调解费用的类型)

Article 28 (Types of Mediation Fees)

调解费用包括案件登记费和调解服务等。具体规定详见大公调解的《收费办法》。

Mediation fees include case registration fees and mediation service fees. Specific provisions are detailed in DaGong Mediation's "Fee Schedule."

第二十九条 （调解费用承担）

Article 29 (Bearing of Mediation Fees)

（一）申请人申请调解的，应当向大公调解缴纳案件登记费。

(1) When applicants apply for mediation, they shall pay case registration fees to DaGong Mediation.

（二）被申请人同意接受调解的，当事人应当向大公调解预缴调解服务费。调解服务费由各方当事人平均承担，但当事人对于预缴的比例另有约定的，从其约定。

(2) When respondents agree to accept mediation, parties shall prepay mediation service fees to DaGong Mediation. Mediation service fees shall be borne equally by all parties, but if parties have other agreements on prepayment proportions, such agreements shall be followed.

（三）经大公调解确认调解程序终止或者调解不成功的，大公调解可以在扣除已产生的调解服务成本费用后，会返还当事人已缴纳的部分调解服务费。双方当事人在调解过程中达成和解并退出调解程序的，按照大公调解《收费办法》收费。

(3) When DaGong Mediation confirms termination of mediation procedures or unsuccessful mediation, DaGong Mediation may return part of mediation service fees already paid by parties after deducting incurred mediation service costs. When both parties reach settlement during mediation and withdraw from mediation procedures, fees shall be charged according to DaGong Mediation's "Fee Schedule."

第三十条 （未预缴调解费用的处理）

Article 30 (Handling of Non-prepayment of Mediation Fees)

当事人无正当理由未预缴调解费用，经催告仍未预缴的，大公调解可以：

When parties fail to prepay mediation fees without justifiable reasons and still fail to prepay after reminders, DaGong Mediation may:

1. 决定调解程序是否继续进行；
- 1.Decide whether mediation procedures continue;
2. 中止调解程序，直至当事人预缴完毕；
- 2.Suspend mediation procedures until parties complete prepayment;
3. 经两次催告仍未预缴调解费用的，终止调解程序。

3.Terminate mediation procedures if fees remain unpaid after two reminders.

继续、中止和终止调解程序不免除各方当事人支付先前调解过程中已经产生的相关费用与开支的义务。

Continuation, suspension, and termination of mediation procedures do not exempt parties' obligations to pay related costs and expenses already incurred in previous mediation processes.

第三十一条 （其他费用）

Article 31 (Other Fees)

各方当事人参加调解活动产生的差旅费等其他各项费用应当自行负责。

Travel expenses and other costs incurred by parties participating in mediation activities shall be borne by themselves.

应一方当事人请求或者经各方当事人同意，用于邀请证人，聘请专家、翻译及其他相关人员的费用，办理专家咨询、法律查明、鉴定及租用调解场所、办理相关法律手续等发生的费用，由提请方当事人预缴或者由各方当事人协商预缴。

Upon request of one party or with consent of all parties, costs for inviting witnesses, hiring experts, translators, and other related personnel, expenses for expert consultation, legal verification, appraisal, venue rental, and related legal procedures shall be prepaid by the requesting party or jointly prepaid by all parties through consultation.

第六章 附 则

Chapter 6: Supplementary Provisions

第三十二条 （案卷归档）

Article 32 (Case File Archiving)

调解程序结束后，大公调解及调解员均应当将调解案件归档并按照《中华人民共和国档案法》进行妥善保管，材料内容包括结案报告、案件登记材料、案件申请材料、受理材料、会议记录、调解协议或者终止材料等。

After mediation procedures end, both DaGong Mediation and mediators shall archive mediation cases and properly preserve them according to the "Archives Law of the People's Republic of China." Materials include case closure reports, case registration materials, case application materials, acceptance materials, meeting records, mediation agreements, or termination materials.

第三十三条 （案卷查阅）

Article 33 (Case File Review)

除法律法规另有规定或者当事人有明确约定外，当事人不得查阅或者复制调解档案。

Except where otherwise provided by laws and regulations or clearly agreed by parties, parties may not review or copy mediation archives.

第三十四条 （电子传输与文件处理）

Article 34 (Electronic Transmission and Document Processing)

调解的部分或者全部程序可以采用电子传输的方式进行。

Part or all of mediation procedures may be conducted through electronic transmission.

但对于因不可抗力或者第三方供应商的不当行为及技术问题所导致的电子信息传输错误，大公调解将不承担由此导致的损失。除非当事人明示并经调解组织同意，当事人在调解过程中提交的实物、文件副本或者复制品，不得要求大公调解和调解员予以退还。

However, DaGong Mediation shall not bear losses caused by electronic information transmission errors due to force majeure or improper conduct and technical problems of third-party suppliers. Unless parties expressly agree and the mediation organization consents, physical objects, document copies, or reproductions submitted by parties during mediation shall not require return by DaGong Mediation and mediators.

第三十五条 （期限）

Article 35 (Time Limits)

（一）本规则所规定的期限和根据本规则所确定的期限，应当自期限开始之次日起计算。如果期限开始之次日为送达地非工作日，则从其后的第一个工作日开始计算。

(1) Time limits specified in these rules and determined according to these rules shall be calculated from the day following the start of the time limit. If the day following the start of the time limit is a non-working day at the place of service, calculation shall begin from the first working day thereafter.

（二）期限内的非工作日应当计算在期限内。期限届满日是非工作日的，以其后的第一个工作日为期限届满日。

(2) Non-working days within time limits shall be counted within the time limits. When time limits expire on non-working days, the first

working day thereafter shall be the expiration date.

第三十六条 （解释权）

Article 36 (Right of Interpretation)

本规则由大公调解制定，并由大公调解秘书处负责解释。

These rules are formulated by DaGong Mediation and interpreted by DaGong Mediation Secretariat.

第三十七条 （施行日期）

Article 37 (Effective Date)

本规则自 2025 年 8 月 1 日起施行。

These rules take effect from August 1, 2025.

上海市黄浦大公调解中心

Shanghai Huangpu DaGong Mediation Center

二〇二五年八月一日

August 1, 2025