



Weinstein International Foundation
MEDIATING A BETTER FUTURE™

2025 INTERNATIONAL MEDIATION WRITING COMPETITION

CALL FOR ENTRIES



THE WEINSTEIN INTERNATIONAL FOUNDATION is proud to announce its fifth iteration of the International Mediation Writing Competition. Law students from select countries around the world are invited to write a mediation memorandum on behalf of a client who is preparing to participate in the mediation of a litigated dispute.

The top paper will be awarded a maximum cash prize of **\$1000 (USD)**.

For information regarding how to participate, please contact the Senior Fellows of the Weinstein International Foundation who are leading the competition in their respective countries. You may also contact info@weinsteininternational.org.

Papers will be judged based on persuasiveness, ability to move the dispute to resolution while furthering the clients' interests, the tailoring of arguments to the mediation process, and the overall quality of writing and presentation.

The papers are strictly limited to 2500 words.

\$1000 PRIZE FOR BEST PAPER



Weinstein International Foundation
MEDIATING A BETTER FUTURE™

International Mediation Writing Competition

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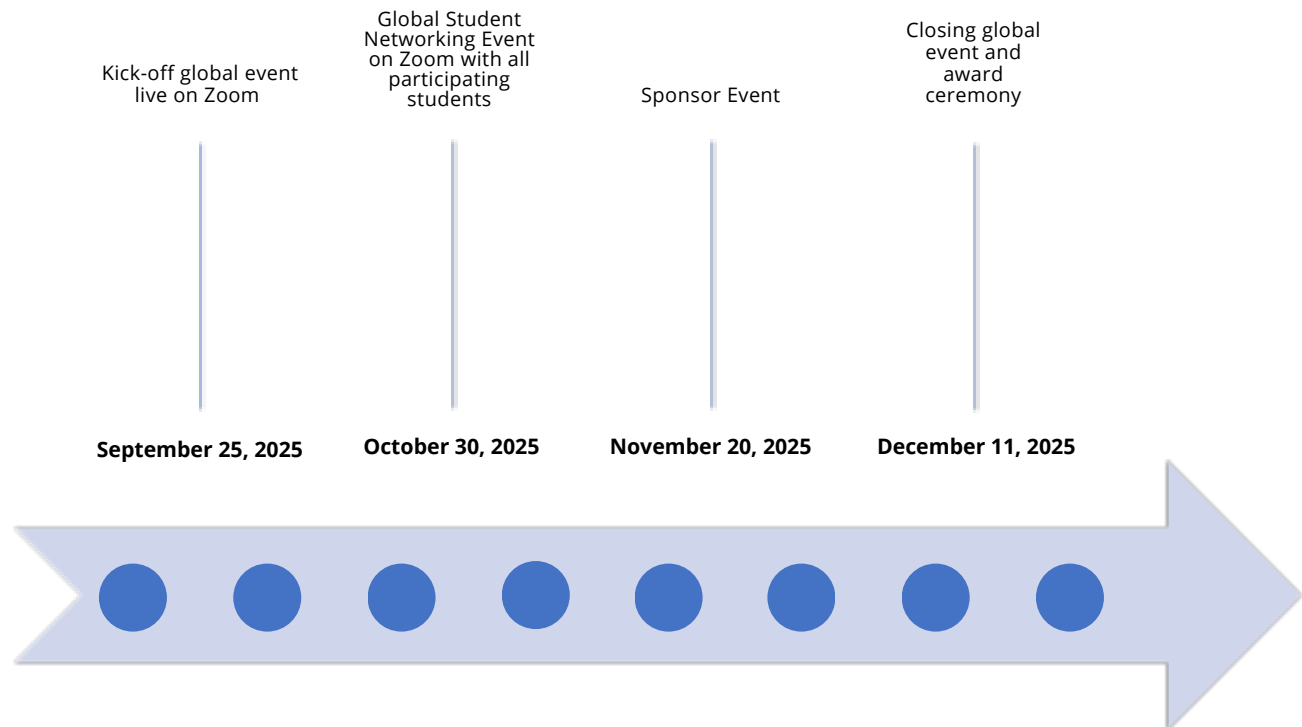
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WIF EVENTS PROJECT TIMELINE





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International Mediation Writing Competition

INSTRUCTIONS FOR STUDENT PARTICIPANTS

The Weinstein International Foundation invites you to enter this year's International Mediation Writing Competition.

The competition is open to all full-time enrolled law students who are not yet qualified, practicing lawyers, from law schools located in participating countries.

The competition is intended to increase student interest in mediation, enhance the skill level of advocates in the mediation process and to raise the level of quality for the written memoranda submitted prior to mediation.

To find out more regarding student participation in the competition, including country specific competition deadlines, please contact the following Senior Fellows who are leading the competition in their respective countries. You can also send an email to info@weinsteininternational.org.

Your memoranda must not exceed 2500 words, with one part (at least 60%) to be shared with the other party and the mediator and the other part to be kept confidential between you and the mediator. You may be creative in your writing style but you are not allowed to add facts that are not included in the case.

All entries will be anonymized. Entries will be judged based on criteria that test your ability to marshal facts, law and procedural history effectively, your ability to be persuasive without alienating the other side, to suggest ways that the mediator might be able to maximize the likelihood of a successful mediation and, of course, your writing ability.

The maximum award for first place mediation briefs is \$1,000 (USD).



International Mediation Writing Competition

INSTRUCTIONS FOR JUDGES

On behalf of the Weinstein International Foundation (hereinafter “WIF”), we would like to thank you for agreeing to act as a judge in the fourth iteration of the WIF International Mediation Writing Competition. This short memo is meant to help guide you through the process of judging entries to the competition.

As a judge, you will be reading a number of short memoranda written by law students who are acting as advocates in a mediation scenario. The memoranda should not exceed 2500 words, with a division of the memo into an open part (intended to be shared with the other party) and a closed part (intended to be kept confidential between the mediator and the author). You will be judging the memos according to nine criteria. These criteria (spelled out in more detail in the attached “Criteria for Judges”) are:

- Summarizes facts effectively, accurately and completely
- Uses law appropriately (The applicable law is the law that students are taught at their law school)
- Persuades the other side about the strength of the author’s claim
- Invites the other party to negotiate in good faith
- Offers a helpful description of negotiation history
- Offers a realistic assessment of the obstacles to settlement
- Proposes useful and workable strategies to help guide the mediator in determining his approach
- Effectively breaks down information between the open part and the closed part
- Is generally well-written

Each criterion will be awarded equal weight along a four-point scale, as follows:

POOR (OR MISSING) = 0

FAIR = 1

GOOD = 2

EXCELLENT = 3

The highest score an author may obtain is 27 points

Your role involves four discrete tasks.

1. Read these instructions in their entirety. Please raise any questions you may have about the instructions before taking any additional steps.
2. Read this year’s problem (attached) a few times to get a sense of the scenario and the role of the advocate.
3. Read each entry/memorandum and grade each of the criteria on a copy of the “Grading Sheet for Judges” (attached). You need merely to place an “X” or a check in the appropriate box to the right of each criterion.
4. Return completed sheets as indicated according to the specific instructions provided for your local context.

Thank you very much for agreeing to judge this competition. We hope that this event helps raise awareness of the importance of mediation in the world of dispute resolution, and also of the importance of good advocacy in mediation. Your contribution in this competition will turn that hope into reality.



International Mediation Writing Competition

GRADING SHEET FOR JUDGES

NAME (OR NUMBER) OF PARTICIPANT _____

TOTAL POINTS AWARDED _____

JUDGE'S NAME _____

DATE ENTRY WAS JUDGED _____

	0 points (POOR or MISSING)	1 point (FAIR)	2 points (GOOD)	3 points (EXCELLENT)
Criterion 1: Summary of Facts				
Criterion 2: Use of Law				
Criterion 3: Persuasiveness				
Criterion 4: Invitation to Negotiate				
Criterion 5: Negotiation History				
Criterion 6: Assessment of Obstacles				
Criterion 7: Proposes Mediator Strategies				
Criterion 8: Breakdown between Open and Closed Parts				
Criterion 9: Quality of Writing				

If you have any other comments or feedback for the author, please include it with this form. That feedback will be forwarded to the author but unless you specify otherwise, your name will be omitted from the score sheet and feedback.



International Mediation Writing Competition

CRITERIA FOR GRADING

CRITERION ONE: AN EXCELLENT MEMO SUMMARIZES FACTS EFFECTIVELY, ACCURATELY AND COMPLETELY

This memo must not exceed 2500 words. Any memo that exceeds the limit should be graded down. An excellent memorandum distills all the important facts down into an easily digested summary, and it does not lose accuracy in the distillation.

CRITERION TWO: AN EXCELLENT MEMO USES LAW APPROPRIATELY

The simulation contains no applicable law. The applicable law is the law that students are taught at their law school. Participants in this competition are invited to do whatever legal research they want and to include relevant law in their memoranda. However, the most effective mediation memos are much lighter on the law than the memos written for a judge or magistrate called upon to render a decision. The memo should alert the mediator to any relevant rules or laws that the mediator should be aware of, but stops short of being a legalistic argument.

CRITERION THREE: AN EXCELLENT MEMO PERSUADES THE OTHER SIDE ABOUT THE STRENGTH OF THE AUTHOR'S CLAIM

After reading an excellent mediation memo, the reader is left with the impression that the author is "right" - that is, that she has a strong claim. However, given that mediation is a process in which the author will need to persuade the other negotiator of that "rightness," the argument ought not to be strident or worded in such strong language that the other negotiator will react negatively or feel the need to argue back. An excellent memo is assertive without inviting argument.

CRITERION FOUR: AN EXCELLENT MEMO INVITES THE OTHER PARTY TO NEGOTIATE IN GOOD FAITH

Excellent advocates are keenly aware that they must persuade the other negotiator to say "yes" to a proposal that will come during the mediation. Such an advocate judiciously chooses language that signals a willingness to make concessions in return for compromises or concessions from the other side. Some memos even contain an explicit offer to make a concession if the other side is willing to reciprocate. But even in the absence of such an explicit offer, an excellent memo is framed in such a way that the

opposing negotiator feels more inclined to come to the negotiation as a problem-solving ally, not a legal opponent.

CRITERION FIVE: AN EXCELLENT MEMO OFFERS A HELPFUL DESCRIPTION OF THE NEGOTIATION HISTORY

It is always useful for a mediator to know what attempts at settlement have preceded the mediation. No mediator wants to repeat a failed past tactic or approach. Thus, it is incumbent on the advocates to let the mediator know what the negotiation or settlement history has been in the dispute. If that negotiation history is too self-serving, the mediator is likely to discount or dismiss it. And if the self-serving description is in the Open Part of the memo, it is likely to alienate the other side. An excellent memo summarizes the negotiating history accurately, and portrays prior failures to settle as "no one's fault."

CRITERION SIX: AN EXCELLENT MEMO OFFERS A REALISTIC ASSESSMENT OF THE OBSTACLES TO SETTLEMENT

A mediator needs to determine how he or she can help move the parties toward settlement. A critical piece of background information the mediator needs is an understanding of what stands in the way of an agreement. Sometimes the obstacle is obvious - for example, where one side denies liability and the other side insists that the defendant is liable. Or where one side values the claim in the tens of millions of Euros and the other values it in the hundreds. However, it is often the case that there are obstacles to settlement that are not immediately apparent to a mediator from the facts or negotiation history - for example, when the advocate has lost trust with her client and the client no longer believes the information the advocate brings to him. There are many such examples of hidden obstacles. An excellent mediation memo helps the mediator diagnose the roadblocks that will have to be surmounted before a settlement can be attained.

CRITERION SEVEN: AN EXCELLENT MEMO PROPOSES USEFUL AND WORKABLE STRATEGIES TO HELP GUIDE THE MEDIATOR IN DETERMINING HIS OR HER APPROACH

Mediators are greatly helped when participants facilitate the structuring of an effective mediation process. While it is useful for a party to identify obstacles to settlement (see Criterion Six), it is even more useful when the parties then offer their perspective on how to structure the mediation in a way that overcomes the obstacles, exploits common interests and creates a settlement that both parties prefer over further conflict. An excellent mediation memo will contain at least one suggestion about how the mediator might proceed, and sometimes more than one. These strategies ought to arise organically out of the situation, and should not be monolithically biased in favor of the author's position.

CRITERION EIGHT: AN EXCELLENT MEMO EFFECTIVELY BREAKS DOWN INFORMATION BETWEEN THE OPEN (SHARED WITH THE OTHER SIDE) PART OF THE MEMO AND THE CLOSED (CONFIDENTIAL) PART

One of the most important skills in mediation is knowing what to share with one's negotiation counterpart and the mediator, and what to keep between the mediator

and one's self. This skill is important during a mediation, but also in the writing of a pre-mediation memo. Many mediators prefer that the parties write something private in addition to something shared. The private memos often contain information about strategy, about the other side, about aspects of the negotiation history, and perhaps even about settlement targets and obstacles. To the extent that the memo ought to inform the mediator without inflaming the other side, this can be accomplished by keeping the information confidential.

However, advocates who keep too much information confidential fail to serve their clients' interests. It is the other side who must be persuaded. This means that as much information as possible ought to be in the Open Part of the memo and that the Closed Part is kept to a minimum.

Moreover, the information in the Closed Part still needs to be accurate and believable. If the author is too one-sided in the Closed Part, the mediator will naturally discount the strength of the author's statements.

A fine balance needs to be struck, but an excellent memo manages to expertly walk the line between shared and confidential information.

CRITERION NINE: AN EXCELLENT MEMO IS WELL-WRITTEN

This point ought to be obvious. When an advocate takes the time and exercises the skills required to produce a well-written work, he or she makes the job of the reader much easier. Well-written works are more persuasive and show the author in the best possible light. When spelling and grammar are perfect, when word choice is creative and appropriate, when sentence and paragraph structure evince care and skill, the product and the argument contained therein are all more likely to do the intended job.



LETTER OF APPOINTMENT TO DRAFT A MEDIATION BRIEF

TO: OUR NEW ASSOCIATE

FROM: SENIOR PARTNER

RE: BankoLoan vs Credit-IAIne Ltd¹

Our firm is very pleased to have hired you. You seem like a lawyer with a terrific career ahead of you. The leadership of the firm has great faith in your abilities, and as a result, we have decided to give you a very important and urgent task. Your job is to write a mediation brief in support of our client. The mediation will take place tomorrow morning.

This case file contains:

- A) A summary of the case (as presented by our client)
- B) A transcript from a confidential interview with the client
- C) An article on the current situation and a collection of representative social media posts

We are confident that you will be able to prepare this brief as soon as possible.

Do your best work. We have placed our trust in you.

¹ Disclaimer: This is a work of fiction. Any similarity to actual persons or actual events is purely coincidental. The original case and transcript were drafted by Senior Fellow Eleni Charalambidou. The reproduction, translation, editing, or use for commercial purposes is strictly prohibited without the written consent of the author.



DOCUMENT NO. 1: "YOUR APPLICATION HAS BEEN REJECTED."

CASE SUMMARY

CLIENT: Credit-IAIne

Mediterranea is a member state of the Union of Island Nations (UIN). In recent years, it has suffered greatly from the economic crisis. Many businesses have closed, and unemployment rates have skyrocketed.

Recently, the government requested and received significant financial support from the UIN to promote entrepreneurship and announced an interest rate subsidy program for loans granted to young entrepreneurs. Through this program, a young entrepreneur who wishes to start a small or medium-sized innovative business—if deemed to have high creditworthiness and presents a viable business plan—will be able to receive a loan from banks up to a certain limit, repayable in 10 years interest-free, as the government will cover the entire interest cost through the UIN subsidy. Each applicant is allowed to apply for the program through only one bank, and loans will be granted on a first-come, first-served basis until the allocated budget is exhausted. The criteria are strict, and it is expected that only 1 in 5 applications will be approved. However, experts estimate that the program will significantly boost the country's development and help curb brain drain.

BankoLoan Ltd. is the largest of Mediterranea's three banks. It provides retail and business banking services. Due to the expected high volume of applications, BankoLoan decided to integrate an Artificial Intelligence (AI) system to automate the assessment of applicants' creditworthiness and business plan viability, aiming to reduce costs and loan approval time.

Credit-IAIne Solutions is an innovative FinTech company based in Oceana (Oceana and Mediterranea are neighbouring member states of the UIN), specializing in AI systems for the banking sector. It develops AI tools using machine learning to analyze financial data and predict loan risk. The company had previously created AI systems for banks handling similar programs in Oceana and Thalassia. Due to this expertise, BankoLoan selected Credit-IAIne to develop the required AI system.

For the first stage of application processing, i.e., assessing applicants' creditworthiness, Credit-IAIne proposed a solution that would use historical customer data from BankoLoan to predict loan repayment probability. Both parties agreed that data from other foreign banks would not be useful due to differing socioeconomic factors between countries. Therefore, only BankoLoan's data would be used.

For the second stage, i.e., evaluating business plans, Credit-IAIne proposed a solution based on government and UIN viability criteria, trained using anonymized business plans that were



deemed viable in similar programs in two other UIN states. Since Mediterraneana had no prior program of this kind, these external datasets were used for model training. Credit-IAIne had collected this data from its systems in banks of those countries and had permission to use it for AI model training.

All these details were documented in a contract signed by both parties with a 12-month duration. The agreement covered:

- Custom AI system development based on the outlined data,
- 12-month usage license,
- Algorithm customization to BankoLoan's needs,
- Ongoing monitoring and upgrades during this period

Credit-IAIne was granted system access to integrate the AI into BankoLoan's infrastructure and was permitted to use anonymized application data for AI training (this clause was also included in the general terms of customer loan applications).

The AI system's development and installation cost 2 million Island Pounds, while the license, monitoring, and upgrades were set at 200,000 Pounds per month (2.4 million annually). During testing, the system appeared to function flawlessly. BankoLoan paid the 2 million for development and the first 200,000 for licensing.

Within 48 hours of launch, BankoLoan received 6,000 loan applications. The AI system:

- Rejected 2,000 applications in the first stage due to low creditworthiness,
- Rejected 2,800 in the second stage
- Approved 1,200 business plans

Applicants received an automated message within 24 hours stating either: *"Your application has been approved. The bank will contact you shortly for further details,"* or *"Your application has been rejected due to low creditworthiness / due to lack of business plan viability"* (depending on the case).

While the approval rate (20%) seemed statistically reasonable, journalists quickly uncovered and published two major issues:

1. All applicants from certain minority groups received the "rejected due to low creditworthiness" message. This sparked massive media coverage, and organizations announced that they were planning to take legal action against the bank—both at the national level (for constitutional violations on equality and discrimination) and at the UIN level (since funding came from UIN). Social media was full of angry citizen posts.



2. Nearly all approved business plans were in the fishing and IT sectors. Almost all plans related to education, tourism, and other industries were rejected.

Many applicants who passed the first stage but were rejected in the second stage demanded a detailed explanation. BankoLoan sent them an automated system report, but in many cases, the AI decision could not be explained adequately. Frustrated applicants flooded bank branches, which were unable to attend to regular customers.

At the same time, the government's ministry overseeing the program demanded an immediate resolution. This all unfolded within just a few days, leaving no time for in-depth issue analysis.

To calm public outrage, BankoLoan issued a press release:

"BankoLoan has supported the citizens of Mediterranea for decades. Some issues have arisen with the loan approval process, caused by the software provided by Credit-IAIne for application evaluation. The bank deeply regrets any inconvenience and is actively seeking the best solutions. We assure the citizens of Mediterranea that all appeals will be considered and the issue will be resolved immediately."

Simultaneously, BankoLoan's legal team sent a formal notice to Credit-IAIne, stating that the AI system was flawed, producing incorrect decisions. They also demanded full reimbursement of all payments made and stated they will hold Credit-IAIne liable for any legal costs arising from lawsuits by minority groups.

Credit-IAIne Solutions responded with a formal notice rejecting all claims, stating that the AI functioned perfectly and as agreed, the system is just a tool, and it was trained using the data specified in the contract and in any event, loan approval decisions were the sole responsibility of BankoLoan.

Credit-IAIne then issued its own press release:

"Credit-IAIne provides cutting-edge technology solutions tailored to client needs. The AI software was trained based on the data outlined in the contract, as agreed between our company and the client. We delivered a tool that functioned flawlessly with no technical issues. The responsibility for loan approval decisions lies solely with BankoLoan."



DOCUMENT NO. 2: TRANSCRIPT OF PRIVATE DISCUSSION BETWEEN ADVOCATE AND CLIENT ON THE CASE

Advocate: I need to understand the full picture to give you the best legal advice. I've been following the media coverage, but I want to hear directly from you. What exactly went wrong?

Credit-IAIne CEO: The situation escalated quickly. According to the reports, our system scored second-generation immigrant minority groups from Thalassia and Ionia significantly lower in creditworthiness. We weren't aware of this issue because our application process doesn't include ethnicity or origin as a factor.

Advocate: That's an important point. If you didn't know their ethnicity, how did the bias emerge?

Credit-IAIne CEO: The system was trained exclusively on the criteria and datasets provided by BankoLoan. The issue likely stems from historical biases embedded in those datasets. However, we had no way of knowing this in advance.

Advocate: That gives us an argument for your lack of liability. But if this goes to court, there's always some risk. What's your biggest concern right now?

Credit-IAIne CEO: Two things. First, we want to minimize financial losses. Second, we need a clear communication strategy to protect our reputation. We're already seeing negative coverage beyond Oceana and Mediterranea, and we fear losing contracts with two other banks from UIN member states that were planning similar programs.

Advocate: Understood. During mediation, we should address the issue of the communication strategy. Let's talk liability now. Going back to the first stage of credit assessment—why do you think the system failed?

Credit-IAIne CEO: We don't know yet. BankoLoan provided three equally weighted scoring criteria (income, employment history, and debt) and historical data. If the issue is with the criteria, we can adjust them quickly, within two days, at almost no cost. But if the problem is in the training data, the solution will be more complex. In any case, as I said, we did not do anything wrong there. The system was built based on what they provided, but the public is going against us.

Advocate: Are there any options to fix the issue if the historical data they provided is flawed?

Credit-IAIne CEO: We have two choices: a) wipe all training data and revert the system to a baseline that relies only on the three criteria. The wiping would take three days, but this solution would need specialized oversight for at least a month, since the system would utilize new applications to train itself. This oversight needs to be very careful and would cost about 100,000, or b) retrain the system using



different datasets provided by the bank, if they have any. That would take at least 20 days but cost less—around 60,000—because it wouldn't require such thorough supervision.

Advocate: The second option seems more sustainable, but we'll need to factor in how the bank perceives it and if they have different datasets. What about the evaluation of the business plans?

Credit-IAIne CEO: That's a bigger challenge. We guaranteed the validity of training data for this stage, which means there's legal exposure. The problem is that the datasets we used came from Thalassia and Oceana. After reviewing them, we realized those countries had sector-specific lending priorities—fisheries for Thalassia and IT startups for Oceana. That skewed the system to favor businesses in those sectors. Unfortunately, our previous project manager who handled these countries left the company after a big fight, and we could not have consulted with him.

Advocate: That's a weak spot. If Mediterranea's government wants all industries to be treated equally, your system's current model works against that goal. What's the fix?

Credit-IAIne CEO: We need a deep data analysis to identify and correct the biases. We have two possible timelines: a) a 30-day fix at a cost of 200,000, or a b) faster 10-day fix, but that would cost 500,000 due to overtime and hiring costs of additional specialists.

Advocate: Those are significant costs. What's your financial situation with this contract?

Credit-IAIne CEO: BankoLoan agreed to pay us 4.4 million. So far, we've received 2.2 million. We've already spent 2.4 million on development and installation. That leaves us with 2 million, which was meant for additional expenses and profit. Any financial settlement needs to cover at least all our costs.

Advocate: In negotiations, that 2 million is your ceiling for covering fixes and potential compensation. You need to push for the best possible financial outcome while keeping future risks in mind.

Credit-IAIne CEO: Exactly. And no matter what, we need an agreement with the bank on a joint public relations strategy. We can't afford to lose credibility with other potential clients.

Advocate: That makes sense. Damage control will be just as crucial as the legal and financial aspects. Have you tried to make any offers so far?

Credit-IAIne CEO: Not really. After their notice and their press release, they did not leave us any other option than to reply immediately in the same style. We tried to call their CEO, but she was abroad. We sent an invitation for the mediation two days ago and, thankfully, they accepted.

This article was published in one of the most popular news websites. It already has thousands of views and hundreds of comments.

MEDITERRANEA TIMES ONLINE

Today, last update 19.00

Credit-IAIne Faces Backlash Over Biased Credit Scoring System

By columnist Georgina Adams



Credit-IAIne, a leader in AI-powered credit scoring, is currently in hot water after its system for BankoLoan was found to have biased outcomes. The issue? The system, which evaluates the creditworthiness of applicants, was trained on data that seems to unfairly penalize certain minority groups—specifically second-generation migrants from the Mediterranean and Ionian regions.

The company didn't know about this problem until it hit the media. They insist they can't be held responsible for this, as the data was provided by BankoLoan, but with the media storm picking up speed, the company now has a reputation crisis on its hands.

On top of that, there's the financial fallout. The system was designed using data from other countries, with their own industry focuses, and Credit-IAIne's model just didn't translate well for the Mediterranean market.

The company's been left scrambling to figure out how to fix this, while facing potential legal challenges down the line.

Right now, Credit-IAIne is working hard to manage the damage to its reputation, which could impact contracts with other banks who are looking to launch similar programs. With its credibility on the line, the company needs to move fast, fix the problems, and figure out how to keep clients on their side.



Recent Social media posts:



"Credit-IAIne's faulty system just discriminated against entire communities and it's about time someone is held accountable. How many more lives will be affected before they fix this mess?! #Credit-IAIneFail #Discrimination #FixItNow"

"Unbelievable! Credit-IAIne's algorithm just scored minority groups from specific regions so low that it's costing people their chance at financial stability. How can we trust a company that doesn't even bother to double-check its data? This isn't just an oversight – it's systemic bias disguised as technology! #BiasInTech #CreditScoring #JusticeForAll"

"Great job, Credit-IAIne! People in the Mediterranean region can't catch a break because your algorithm can't tell the difference between good business ideas and biased data. FIX YOUR SYSTEM!! #SystemicFailure #TechForGood #Accountability"

"So Credit-IAIne made a huge mistake that could cost a substantial UIN investment, and what do they do? A half-hearted apology and a patch job? This is exactly why AI should be handled by people who care about REAL outcomes, not just numbers on a screen. #TechAccountability #Credit-IAIne #WakeUp"

"Apparently, Credit-IAIne thinks the only businesses worth funding are fishing and IT? What's next, a tech startup that sells fishing nets online? There's more to business than just these two sectors! #BusinessBias #FixTheAlgorithm #TechFishing"

"Credit-IAIne's idea of business innovation: fish farms and IT startups. Guess they're not interested in anything outside of tech or seafood? Maybe they'll fund my new app: 'FishyTech' – where cod meets code. #BusinessFail #DiversityInBusiness #Credit-IAIne"

"So apparently, if you didn't have a business plan about fishing or IT, Credit-IAIne wasn't interested. What are they going to do next? Start funding fish-powered AI? #FishTechRevolution #AIGoneFishing #InnovationNotJustTech"