CRAFTING CLARITY: UNDERSTANDING THE FORMATION OF MEDIATION TERMS

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Parascovia Cazacu
Moldova State University
ORCID 0000-0002-7291-3138

The formation of mediation terms involves the strategic development of guidelines and agreements that govern the mediation process. This phase encompasses creating a standardized vocabulary that facilitates effective communication among mediators, disputing parties, and other stakeholders. The terminology used in the article defines key concepts, roles, and procedures within the mediation process that will help to build a shared framework for discussing and addressing disputes, reducing the risk of misunderstandings that could impede the mediation process. Overall, the purpose of this article is to focus on monosemy, polysemy, synonymy, and antonymy that hint at an exploration of how these concepts impact the clarity and precision of mediation terms.

Keywords**:** *translation, terminology, mediation, word-formation, classification*.

Linguistic aspects of term formation are of major interest to terminologists, terminographers and subject field specialists, but also to translators, interpreters and technical writers. Commonly, term formation is influenced by the subject field in which it is carried out, by the nature of the persons involved in the process of designation, by the stimulus causing the term formation, and of course by the phonological, morpho-syntactical and lexical structures of the language in which the new concept finds its linguistic expression. Apart from morphological principles of term formation, we distinguish and will analyse: monosemy, polysemy, synonymy and antonymy.

Monosemy is well known in linguistics as *consisting of a single meaning* (Crystal, 2008 : 101). Monosemy related to mediation terms proves that they are technical terms, terms only applicable in the mediation field. For instance, the term *litigation (litigiu),* identified in the following example:

The settlement-specific clauses need to be certain as to the costs of the ***litigation***.

The emphasized terms represents the process of making or defending a claim in court, according to *Oxford Dictionary of Law.* (Law, 2009 : 122) The same term translated in Romanian as *litigiu*, is defined in the dictionary as: "conflict între persoane, instituții, state etc. care poate forma obiectul unui proces, unui arbitraj etc." (DEX, 2009 : 521) In the example taken from the corpus, the translator used the terminological equivalent correctly:

Clauzele specifice soluționării trebuie să fie sigure în ceea ce privește costurile ***litigiului***. Another monosematic mediation term is *mediator (mediator).* The same dictionary, *Oxford Dictionary of Law*, offers the definition - "a person or an organization that tries to get agreement between people or groups who disagree with each other." (Law, 2009 : 129) The Romanian term *mediator*, according to the explanatory dictionary provides the following definition: "persoană, guvern etc. care mijlocește o înțelegere între două părți (adverse), care face un act de mediație". (DEX, 2009 : 743) As a proof to these definitions, the following statements containing this term will serve as eloquent examples:

*Although the **mediator** has provided a basic outline of this Settlement Agreement to the parties' counsel as a courtesy to facilitate the final resolution of this dispute, the parties and their counsel have thoroughly reviewed such outline and have, where necessary, modified it to conform to the requirements of their agreement.*

*Deși **mediatorul** a furnizat o schiță de bază a acestui acord de soluționare reprezentantului părților ca o curtoazie pentru a facilita soluționarea finală a acestui litigiu, părțile și consilierii lor au revizuit în detaliu această schiță și, dacă a fost necesar, l-au modificat pentru a se conforma cu cerințele contractului*.

Therefore, the term *mediator* can be exclusively used just in the mediation domain.

Similarly, *Oxford Dictionary of Law* defines *conciliation (conciliere)* as "a process that aims to end an argument between people or groups". (Law, 2009 : 41) The Romanian defining dictionary also provides the definition of the term *conciliere*, perceived as: "a încerca aplanarea sau evitarea unui litigiu prin împăcarea părților". (DEX, 2009 : 241) The monosematic terms, *conciliation / conciliere* are illustrated in the examples:

*The undersigned Parties hereby request the assistance of the Mediation and **Conciliation** Service.*

*Părțile subsemnate solicită prin prezenta asistența Serviciului de Mediere și **Conciliere.***

Thus the term *conciliation/conciliere* refers only to the action of mediating between two disputing people.

Other monosemic mediation terms are presented in the Table 1.1 below :

Office of the Mediator - Biroul Mediatorului,	*legal person – persoană juridică,*
allegation - afirmație,	*immovable property – bunuri imobile,*
legal - legal,	*unlawful acts – acțiuni ilicite.*
amendment - amendament	*statutory – reglemntar,*
adjournment - amânare,	*retroactive – retroactiv,*
criminal liability - răspundere penală,	*unliquidated damages – daune irecuperabile,,*
applicant - reclamant,	*Facilitative Mediation – Mediere Facilitativă,*
binding - obligatoriu,	*Evaluative Mediation – Mediere Evaluativă,*
non-compliance – nerespectare,	*plaintiff – reclamant.*

Table 1.1 Monosemic Mediation Terms.

Consequently, the concept of monosemy in mediation terms suggests that these terms maintain a single, consistent meaning both in everyday language and within the specialized field of mediation. This clarity in meaning simplifies communication and interpretation, reducing the likelihood of misunderstandings or ambiguity.

Lexical **polysemy** is the opposite phenomenon of monosemy. Mediation terminology is well known and characterized by its vast polysemy. The term polysemy was first introduced by Michel Bréal in 1897 to characterize the ability of words to acquire a new meaning that coexists with the old one. (Breal, 1897 : 54)

Many linguists have been concerned with the problem of polysemy and later this term has been explained from various linguistic perspectives: polysemy being considered as an

imperfection, an anomaly, which must be corrected by the intervention of standardization bodies. For example, researcher H. Béjoint considers polysemy to be an imperfection that impedes the proper functioning of communication and to be removed as soon as possible. (Cuyckens and Zawada, 2001 : 82)

English vocabulary is characterized by a much higher frequency of polysemantic terms than other language vocabularies. The phenomenon can be explained by a multitude of linguistic, ontological, gnoseological or even psychological factors, as well as by the predominantly monosyllabic character of the English language and thanks to the predominance of root terms. The higher the relative frequency of the word is, the greater the number of variations that make up its semantic structure and the more meanings this word will acquire, respectively. This phenomena has several basic origins, one of which is the unequal development of language compared to our social lives and our understanding of the outside world, for example thinking. (Ginsburg, 1979 : 71)

The word in one of its meanings is termed as lexico-semantic variant of this word. For example the mediation term ***agreement/contract*** that is known in mediation domain as a contract including all the elements of a legal contract: "offer, acceptance, and consideration (payment or performance), based on specific terms"[1]. For Romanian equivalent of this term there is the following definition: "acord încheiat între două sau mai multe persoane (fizice sau juridice), din care decurg anumite drepturi și obligații; act, înscris ce consemnează acest acord". (Hanga, 1998 : 126) These terms are recognized in the following examples :

The Mediator has no authority to compel ***agreement*** *or other resolution of the dispute and will issue no written recommendations or conclusions.*

Mediatorul nu are putere de a impune ***contractul*** *sau altă metodă de soluționare a litigiului și nu va emite recomandări sau concluzii scrise.*

The polysemic mediation term *agreement* can refer to: "1. the act or fact of agreeing; 2. an arrangement as to a course of action; 3. contract duly executed and legally binding; 4. the language or instrument embodying such a contract". (Collins, 1992 : 67) The Romanian term *contract* can refer to: " 1. contract încheiat de un salariat cu o întreprindere sau cu o instituție, prin care cel dintâi se obligă să presteze în favoarea celei din urmă o anumită muncă în schimbul unui salariu; 2. convenție scrisă, încheiată de o instituție sau o întreprindere cu muncitorii și funcționarii respectivi, reprezentați prin comitetul sindical; 3. contract între două întreprinderi prin care o parte se obligă să livreze anumite produse, să presteze un serviciu sau să execute o lucrare, iar cealaltă să plătească prețul mărfii sau al lucrării, ori tariful serviciului efectuat; 4. teorie care explică originea și natura statului pe baza unei convenții încheiate expres sau tacit între indivizii înșiși, între indivizi și suveran, între individ și comunitate". (DEX, 2009 : 267)

So, we can conclude that polysemic mediation terms have one meaning or more than one in everyday language and another in the field of mediation.

The same with the term *settlement/reglemntare,* well known in the mediation domain as a resolution of a lawsuit (or of a legal dispute prior to filing a complaint or petition) achieved by negotiation, without going forward to a final court judgment[2]. The following definition is provided for the Romanian term *reglementare:* "a supune ceva unor norme sau unui regulament, stabilind raporturi legale". (Hanga, 1998 : 354) The explicit meaning of these definitions can be deduced from the following examples identified in the corpus:

The Parties agree not to disclose to any non-party oral or written communications made

[1] Plain Language Legal Dictionary: https://www.rocketlawyer.com/legal-dictionary.rl.
[2] *Ibidem.*

*during the mediation process, including **settlement** terms, proposals, offers, or other statements, whether made privately to the Mediator or when all Parties are present.*

*Părțile convin să nu dezvăluie niciunei dintre părțile terțe comunicări orale sau scrise făcute în timpul procesului de mediere, inclusiv termenii de **reglementare**, propuneri, oferte sau alte declarații, indiferent dacă sunt făcute în mod privat mediatorului sau în prezența părților*.

The polysemic term *settlement* refers to: "1. an act of bestowing or giving possession under legal sanction; 2. an official agreement that ends an argument between two people or groups; 3. payment or adjustment of an account; 4. the process of people making their homes in a place, especially where few or no people lived before; 5. a small village". (Collins, 1992 : 757) The Romanian term *reglementare,* relates to: "1. a pune în ordine; 2. a legaliza; 3. care este în legătură cu Regulamentul Organic". (DEX, 2009 : 876)

Translators should take into account the fact that, sometimes dictionaries artificially increase a number of meanings of polysemantic terms including the meanings which do not belong to the sphere of mediation or legal terminology but to the general literary language. Furthermore, defining terms, authors of dictionaries often use verbs and nouns in one article, which also gives rise to "false polysemy".

Another polysemantic mediation term is *claim (pretenție)* known as the making of a demand (asserting a claim) for money due, for property, from damages or for enforcement of a right[1]. The Romanian equivalent – *pretenție,* is expounded as : revendicare a unui drept. (Hanga, 1998 : 321) These terms are detected in the examples:

*The Mediation and Conciliation Service and its employees will be held harmless of any **claim** for damages for any act or omission occurring during or in connection with the mediation process, to the extent permitted by applicable law.*

*Serviciul de mediere și conciliere și angajații săi vor fi scutiți de orice **pretenție** de despăgubire pentru orice act sau omisiune care a avut loc în timpul sau în legătură cu procesul de mediere, în măsura permisă de legea aplicabilă.conform prevederilor legislației în vigoare.*

In addition, the term *claim* has the following other meanings: "1. to ask for especially as a right; 2. to say that something is true although it has not been proved and other people may not believe it; 3. a right to something specifically: a title to a debt, privilege, or other thing in the possession of another; 4. to assert in the face of possible contradiction". (Collins, 1992 : 342) Despite the provided definition above concerning the Romanian term *pretenție* in legal dictionary, the explanatory dictionary offers a few more definitions to this terms related to common language: "1. convingere (nejustificată) pe care o are cineva despre meritele sale și cerința ca această convingere să fie împărtășită și de ceilalți; 2. aere de superioritate, ifose; 3. intenție, dorință, năzuință ambițioasă; 4. exigență". (DEX, 2009 : 813)

One of the most complex polysemic mediation term is *right (drept)* known as an entitlement to something, whether to concepts like justice and due process or to ownership of property or some interest in property, real or personal[2].

Romanian equivalent – *drept*, is well known for: "totalitatea regulilor de conduita stabilite si sanctionate de lege si care sunt aduse la indeplinire prin forta de constrangere a statului". (Hanga, 1998 : 209) The term *right (drept)* is pretty often met in Mediation Agreements, for example:

*The Parties understand that they have a **right** to representation during mediation.*

*Părților li se adduce la cunoștință că au **dreptul** la reprezentare în timpul medierii*.

[1] *Ibidem*
[2] *Ibidem*

The dictionary offers the following meanings of the term *right*: "1. being in accordance with what is just, good, or proper; 2. conforming to facts or truth, 3. morally good or acceptable; correct according to law or a person's duty; 4. socially fashionable or important; 5. of, on or towards the side of the body that is towards the east when a person faces north; 6. used to emphasize something bad; 7. done with the right hand; 8. being in good physical or mental health or order; 9. of, adhering to, or constituted by the Right especially in politics; 10. most favorable or desired". (Collins, 1992 : 876) Besides the Romanian explanatory dictionary provides as well numerous definitions for the Romanian term – *drept:* "1. care merge de la un punct la altul direct, fără abatere; 2. care are o poziție verticală (față de un punct de reper); 3. care are o poziție orizontală (față de un punct de reper); 4.care este, se face etc. potrivit dreptății și adevărului; 5. care trăiește și lucrează conform dreptății, adevărului, omeniei, binelui; 6. care aparține sau se cuvine cuiva pe temeiul unei legi sau al unei recunoașteri oarecare; 7. care este legat de cineva prin legături directe, de sânge; 8. despre măsuri și greutăți: adevărat, autentic, bun, veritabil; 9. care se află de partea sau în direcția mâinii drepte; 10. orientare politică prin care se susține libertatea individuală în materie de economie și care protejează proprietatea și diviziunile de clasă. 11. știință sau disciplină care studiază dreptul". (DEX, 1998 : 311)

Therefore, it is recommended for translators to get accustomed to consult specialized dictionaries whenever something in the context alerts them to a usage distinct from standard or everyday usage. Actually, the understanding of such kind of terms is of great importance in grasping any type of text in which they occur.

Synonymy is one of the most difficult approaches of mediation terminology, since it is considered that mediation terms are precise and semantically accurate. Anyway, while rendering a mediation agreement a translator shall deal with the fact that a term may have several synonyms and the translators may don't know which of them is the most appropriate for the mediation context in translation process. Synonymy is defined as the coincidence in the essential meaning of words which usually preserve their differences in connotations and stylistic characteristics. (Melinkoff, 2004 : 269)

Before making any conclusions, let's analyse the definitions of these terms *indemnify – warrant – authorize (a despăgubi – a garanta – a împuternici)* in English, first, afterwards in Romanian. Thus, according to the English dictionary, *indemnify* is to guarantee against any loss which another might suffer. (Law, Martin, 2009 : 421) In Romanian the equivalent of the term *indemnify* is *a despăgubi,* defined as: "a plăti cuiva sau a lua de undeva echivalentul unei pierderi (materiale, morale) suferite". (Hanga, 1998 : 203) The meaning of this term is perceived in the following examples extracted from a mediation agreement:

The parties agree that the mediator is not liable for any act or omission in connection with the mediation and agree to ***indemnify*** *and hold the Mediator faultless from any claims for damages that may arise in any way from the Mediation.*

Părțile înțeleg că mediatorul nu poartă răspundere pentru nicio acțiune sau omisiune în legătură cu procesul de mediere și sunt de acord să-l ***despăgubească*** *și să-l elibereze pe mediator de orice pretenții de despăgubire care ar putea apărea în procesul de mediere*.

The term *warrant (garanta)* has the following explanation according to the dictionary – "a writing or a document certifying or authorizing something". (Garner, 1999 : 784) The Romanian variant of the term *warrant* is *a garanta*, was detected in the dictionary as: "a da cuiva siguranța că va avea ceva". (DEX, 2009 : 447) Both versions of these terms in English and Romanian were identified in the examples presented below:

The undersigned executes this Agreement on behalf of the beneficiary and ***warrants*** *that he/she is duly authorized to do so.*

Subsemnatul încheie acest Contract în numele beneficiarului şi ***garantează*** *în acest sens că este autorizat în mod corespunzător .*

The last synonym – *authorize* is defined as: "to officially empower someone to act". (Garner, 1999 : 1543) The Romanian term *a împuternici* means "a autoriza pe cineva pentru exercitarea unui drept sau pentru săvârșirea unui act". (Hanga, 1998 : 87) In order to support the definitions, we will provide examples:

The parties hereby ***authorize*** *the Mediator to file ADR Reports requested by the Court having jurisdiction over this dispute.*

Prin prezenta părțile ***împuternicesc*** *mediatorul să depună documente solicitate de instanța competentă, necesare pentru rezolvarea alternativă a acestui litigiu.*

Consequently, we shall use the term *warrant* when we refer to insurances, *indemnify* – when we refer to compensations or reimbursement, and *authorize* – for official permission or approval.

Other confusing terms are: *adjourn – postpone – suspend – withdraw (suspenda –amâna – întrerupe – retrage).* The first term *adjourn* has the following definition: "to suspend a session indefinitely or to another time or place. (Garner, 1999 : 34) The Romanian equivalent – *suspenda* is explained as " încetare temporară a unei acțiuni judiciare". (Hanga, 1998 : 384) The accurate meaning of these terms can be comprehended from the examples provided below:

If the Dispute shall be unresolved at the end of the day or days on which the Mediation takes place, the Mediation may be ***adjourned*** *to such time as the Parties and the Mediator agree.*

În cazul în care litigiul nu va fi soluționat la sfârșitul zilei sau zilelor în care are loc medierea, procesul de mediere poate fi ***suspendat*** *până la data convenită de către părți și mediator.*

The following term – *postpone* means to arrange for an event, etc. to take place at a later time or date than originally planned. (Law, Martin, 2009 : 228) The Romanian translation of the given term is *amâna,* expresses: "a trece la îndeplinirea unei acțiuni într-un moment ulterior celui stabilit inițial". (Hanga, 1998 : 58) The meanings of these terms are exemplified in the following:

If the ***postponed*** *Mediation does not take place the Abated Fee will be charged to the Parties.*

Dacă procesul de mediere este ***amânat*** *și nu are loc, taxa redusă va fi percepută părților.*

The following polysemantic term *suspend* refers to the situation: to officially delay something to happen later than planned. (Law, Martin, 2009 : 291) The Romanian translation – *întrerupe* is defined as "a (se) suspenda temporar cursul, desfășurarea unei acțiuni". (DEX, 2009 : 323) Its meanings are reflected in the following excerpts:

Any party may ***suspend*** *the mediation at any time, for any reason.*

În orice moment, oricare dintre părți poate ***întrerupe*** *procesul de mediere, din orice motiv.*

Finally, the last term ***withdraw*** defined as: to stop taking part in an activity[1]. The Romanian equivalent – *a renunța* has the following meaning: "a se lăsa de ceva, a întrerupe, a înceta de a mai face ceva; a părăsi de bunăvoie (ceva sau pe cineva)". (DEX, 2009 : 912) The terms meanings are illustrated in the examples:

[1] *Ibidem*

*Either of the Parties may **withdraw** from the Mediation at any time and, if so, shall immediately inform the Mediator and the other Party.*

*Oricare dintre părți are dreptul de a **renunța** la mediere în orice moment la procesul de mediere, informând imediat mediatorul și cealaltă parte.*

We consider that this pair of synonyms exemplifies the phenomenon of absolute synonymy, because the mentioned terms, identified in the corpus in several phrases, can be substituted without disturbing the meaning of the statement :

to constrain – to limit /a constrânge – a limita	*conflict – dispute / conflict – litigiu*
necessary – binding / necesar – obligatoriu	*issue – matter / problemă / dispută*
intentional – willful / intenționat – deliberat	*terminate – conclude / încheia –conchide*
unlawful – illegal / ilicit – illegal	*legally – lawfully / legal – legitim*
settlement – agreement / reglementare – contract	*inquiry – investigation / anchetă – investigație*
compensation – damages / despăgubiri – daune	*obligation – liability / obligație – răspundere*
term – condition / termen – condiție	*document – evidence/ document – dovadă*
private – confidential / privat – confidențial	*payment – disbursement – cost – expense / plata – debursare – cost – cheltuială*

Table 1.2 Selected synonymous terms from the examined corpus.

Overall, these pairs of synonyms create confusion and difficulties in understanding and, in particular, in translation, even for those in the field. Moreover, it would be impossible for a translator to translate correctly and use a certain concept without working with a specialist in the field of mediation, because, for mediators, even if the terms are apparently similar, synonymous, they are obviously not identical.

Antonymy is one of the semantic relations that contribute to the systematization of the lexicon, which is closely related to synonymy and polysemy. Unlike other lexical categories, such as synonyms and homonyms, antonyms have been less studied, and so far there is a diversity of opinions.

Lexical antonymy is conceived as an opposition of words (lexical units) at a pragmatic level, and lexical antonyms can be easily deduced from a context. (Thelen, 2002 : 164)

According to M. Lynne Murphy, antonyms are fixed in pairs, therefore they are less dependent on context or a communication situation. (Jones, 2012 : 72) In other words, antonymy represents the words that lie in an inherently incompatible binary relationship as in the opposite pairs such as *legal – illegal / legal - ilegal, pecuniary – non-pecuniary / pecuniar - nepecuniar, movable assets – immovable assets / bunuri mobile – bunuri imobile, lawful – unlawful / legitim – nelegitim,* etc.

There are three main types of antonymy, that is, *gradable antonymy, complementary antonymy,* and *converse antonymy*. The commonest type of antonymy is the *gradable antonymy,* like in the following example:

*The obligation of confidentiality herein contained shall bind the Parties, all those attending on their behalf and the Mediator whether or not such **confidential** information is or later comes to be in the **public** domain.*

Prezentul document obligă părțile, reprezentanții acestora și mediatorul, să păstreze

confidențialitatea informației de care au luat cunoștință în cadrul procesului de mediere, indiferent dacă aceste informații ***confidențiale*** *vor fi sau nu mai târziu în spațiul* ***public***.

In these examples we identified a pair of *gradable antonymy: confidential- public.* According to the *Oxford Dictionary of Law (7 ed.),* the term *confidential* is defined as: the state of being kept secret. In other words in mediation domain the term *confidential* refers to something that is kept or meant to be kept unknown or unseen by others. The Romanian equivalent – *confidențial*, is defined as: "care se comunică în taină". (DEX, 2009 : 289) The antonym – *public* is defined by the same dictionary, as "relating to or involving people in general, rather than being limited to a particular group of people". *(Ibidem :* 42) In Romanian the term public means "care privește pe toți, la care participă toți". *(Ibidem :* 987) So, the term *public* relates to something exposed to general view.

Here are some additional instances of gradable antonymy: *opening statement – closing statement (pledoaria introductivă – pledoaria finală); litigation – agreement (contestație – acord); compel – neglect (a obliga – a neglija)*; *conflict – agreement (conflict – acord)*; *legal person – natural person (persoană juridică – persoană fizică); present – absent (prezent – absent); orally – written (oral – scris),* etc.

The members of the antonym pairs of complementary antonyms are complementary to each other. Antonyms like : *identifying – non – identifying (identificare – neidentificare)*; *admissible – inadmissible (admisibil – inadmisibil), resolve – unresolve (rezolvare – nerezolvare), conduct – misconduct (desfășurare - abatere), disclosable – undisclosable (divulgabil – nedivulgabil)* are of this type.

The pair of complementary antonyms we identified in the following examples :

The signing of this Agreement is evidence that the Parties intend to ***conduct*** *this Mediation in an honest and forthright manner.*

Semnarea acestui acord reprezintă dovada intenției părților să ***desfășoare*** *procesul de mediere într-un mod onest și direct.*

According to *Collins English Dictionary and Thesaurus,* the term *conduct* is defined as "direct or take part in the operation, process of carrying on or management of a conflict". (Collins, 1992 : 188) The Romanian term *a desfășura* relates to "a înfăptui o acțiune de durată, pe etape succesive și pe un plan larg". (DEX, 2009 : 367) In the following, we offer the definition of the English term *misconduct*: "improper and/or illegal acts by a public official which violate his/her duty to follow the law and act on behalf of the public good". (Collins, 2009 : 762) The Romanian antonym *abatere* is defined as "încălcare a unei dispoziții cu caracter administrativ sau disciplinar". (Hanga, 1998 : 8) These meanings of the given terms are pretty conspicuous in the examples:

Absent wilful ***misconduct*** *or gross negligence, the Parties hereby indemnify the Mediator and any servant or agent of the Mediator who may, with the consent of the Parties, be involved in the Mediation against any costs.*

În absența unei ***abateri*** *intenționate sau a neglijenței grave, părțile îl despăgubesc pe mediator și orice funcționar sau agent al mediatorului care, cu acordul părților, poate fi implicat în mediere împotriva oricăror costuri*.

In the examples provided previously the relation of complementary antonyms of the emphasized terms is very apparent. The converse antonymy pairs of words shows a reversal relationship, which include such a relationship that one of them cannot be used without suggesting the other. For instance: *advocate – witness (avocat – martor); mediator – parties (mediator – părți); arbitrator – party (arbitru – parte); claimant – defendant (reclamant –*

pârât); lawyer – plaintiff (avocat – reclamant); attorneys – parties (avocați - părți).

To support the above-mentioned concept of converse antonymy, we will provide examples: *mediator – parties (mediator – părți).* The term *mediator* is explained as: a person who conducts mediation and tries to bring people and their disputes to early resolution through a conference, as well as being an active participant in the discussions and attempts to work out a solution[1]. In Romanian, the term *mediator* represents: "persoană, guvern etc. care mijlocește o înțelegere între două părți (adverse), care face un act de mediație". (Hanga, 1998 : 311)

The meaning of the term mediator can be perceived from the contexts:

All signatories to this Settlement Agreement hereby release the ***Mediator*** *from any responsibility arising from the drafting of this Settlement Agreement, and by signing this Settlement Agreement acknowledge that they, or their attorneys, have been advised by the* ***mediator*** *in writing that this Settlement Agreement should be independently reviewed by counsel before executing the Agreement.*

Toți semnatarii acestui acord de soluționare îl eliberează pe ***mediator*** *de orice responsabilitate care reiese din redactarea acestui Acord de soluționare, și prin semnarea acestui acord de soluționare recunosc că ei sau avocații lor au fost informați în scris de către* ***mediator*** *că acest acord de soluționare ar trebui să fie revizuit în mod independent de un consilier înainte de a executa contractual.*

Its converse antonym – ***party***, according to *Oxford Dictionary of Law (7 ed.),* "is a person or entity who takes part in a legal transaction, for example a person with an immediate interest in an agreement or deed". (Law, Martin, 2009 : 512) According to Romanian explanation in the dictionary of law, the term *parte* is explained as: "fiecare dintre persoanele, dintre grupurile de persoane etc. interesate într-o acțiune, implicate într-un conflict, angajate în tratative etc.". (Hanga, 1998 : 386) This term is frequently met in mediation agreements, as in the following statements:

Except for the agreements set forth herein, the ***parties*** *hereby release each other from all claims, counterclaims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter of this cause.*

Cu excepția acordurilor prevăzute în prezentul document, ***părțile*** *se eliberează reciproc de toate pretențiile, pretențiile reconvenționale, cererile sau procesele, cunoscute sau necunoscute, fixe sau contingente, lichidate sau nelichidate, indiferent dacă s-a afirmat sau nu în cazul de mai sus, începând cu această dată, decurgând din sau legate de evenimentele și tranzacțiile care fac obiectul acestei cauze*.

The term "parties" appears in the plural in a mediation agreement, particularly because both parties are involved in the process of mediation.

Analyzing the inventory of English mediation terms from the Mediation Agreements, we highlighted the prefixes that record the highest productivity rate in the formation of antonyms: *non-, i-, un-, dis-, im-, mis-, in-.* These prefixes are a way of expressing semantic contradiction, and a mechanism for forming logical negation.

As a consequence of studying and analyzing different Mediation Agreements and Romanian conceptual corpus, we can complete with the remark that the formation of Romanian pairs of antonyms mostly encounter the prefixes *non-, in-, i-, ne-.*

In conclusion, the formation of mediation terms is a nuanced process characterized by a spectrum of linguistic phenomena, including monosemy, polysemy, antonymy, and synonymy.

[1] *Ibidem*

Monosemy emphasizes the clarity of meaning, where mediation terms maintain a singular interpretation both in everyday language and within the specialized context of mediation. Polysemy, on the other hand, introduces the complexity of multiple meanings, with terms taking on different nuances in everyday language and within the field of mediation.

The presence of antonymy and synonymy further enriches the lexicon of mediation terms. Antonymy underscores the existence of opposing concepts within the mediation landscape, offering a spectrum of actions and attitudes. Synonymy, meanwhile, allows for the interchangeability of terms, providing practitioners with diverse expressions to convey similar or identical ideas.

This interplay of monosemy, polysemy, antonymy, and synonymy in the formation of mediation terms highlights the dynamic nature of language within the field. Practitioners benefit from recognizing and navigating these linguistic intricacies to ensure effective communication, shared understanding, and precise application of mediation concepts in diverse contexts. Ultimately, a comprehensive understanding of these linguistic phenomena contributes to the development and refinement of a robust and adaptable mediation lexicon.

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