

KD LEX CHAMBERS
RULES FOR INTERNATIONAL INSTITUTIONAL MEDIATION

PREAMBLE

We, the members of the KD Lex Chambers: Centre for Conflict Resolution, (“**KDLC**”) in order to promote the use of mediation for the resolution of disputes in India, in accordance with the principles of the UNCITRAL Model Law on International Commercial Mediation, do hereby enact the following rules for the regulation of institutional mediation proceedings i.e., “**KD Lex Chambers Rules for Institutional Mediation**” These rules shall govern all institutional mediation proceedings taking place in India, unless otherwise specified in a written agreement between parties. The rules shall be interpreted in a manner consistent with “The Mediation Bill 2023,” “UNCITRAL Model Law on International Commercial Mediation,” “Singapore Convention on Mediation” and shall be supplemented by such provisions as the Council may from time to time decide. The Rules are designed to provide a forum for mediation that is both accessible and equitable. The purpose of these rules is to ensure that the process of mediation is conducted in a fair, efficient, and cost-effective manner and to ensure that all parties to the mediation receive appropriate support and advice throughout the process.

ARTICLE 1: GENERAL PROVISION

1. The Central Government shall establish a Mediation Institution (**KDLC**) in India. The Mediation Institution (**KDLC**) shall be established in India as an autonomous body under the control of a Board of Directors. The Board of Directors shall include representatives from the Government, the civil society, and the industry.
2. KD Lex Chambers LLP, shall appoint qualified mediators who shall act as neutral third parties in any dispute or controversy or the parties will jointly appoint a mediator who is impartial and knowledgeable of the applicable law, ethics, and the subject matter of the dispute.
3. In accordance with the rules, mediator shall be employed unless the parties agree to an alternative settlement procedure or a combination of settlement procedures prior to the confirmation or appointment of the Mediator or with the Mediator's consent.

ARTICLE 2: SCOPE AND APPLICATION OF RULES

The scope of this set of rules is to provide a framework for International Institutional Mediation in India and abroad. This includes the establishment and regulation of mediation institutions, the eligibility criteria and qualifications of mediators, the procedures to be followed during mediation proceedings, and the enforcement of the mediated settlement agreements.

The Rules for International Institutional Mediation in India shall be applicable to all disputes between two or more parties, both domestic and international, which are subject to the jurisdiction of India and wishing to settle the dispute through mediation. This includes any and all disputes that involve at least one party located in India, or disputes that involve the

interests of parties located in India or outside India. It will also include disputes that involve the government of India, or any of its departments or agencies and any parties that seek to enforce a mediated settlement agreement. These rules shall not be interpreted to supersede or modify any applicable Indian laws. The Rules for International Institutional Mediation in India shall be interpreted in accordance with the Indian laws and the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Mediation.

ARTICLE 3: COMMENCEMENT OF MEDIATION

All parties to the mediation must agree to participate in the mediation and must sign a participation agreement prior to the commencement of the mediation. The parties must commit to participate in good faith, with the aim of resolving the dispute through the mediation process. They should exchange relevant information and documents prior to the commencement of the mediation. The request to appoint the mediator shall be delivered by email or any other means of communication that can provide a record. The mediator shall be appointed by the KD Lex Chambers LLP, India and shall have the authority to determine the procedures to be followed during the mediation.

The mediator shall ensure that all parties are given an equal opportunity to present their case and that all parties are treated with respect and dignity throughout the process.

The mediator shall not provide legal advice to any of the parties.

The mediator shall inform all parties of the progress of the mediation and shall provide periodic progress reports.

The mediator shall provide the parties with sufficient time to consider any proposals for a resolution of the dispute.

All parties must agree to abide by the terms of any settlement reached during the mediation process.

The mediator shall maintain the confidentiality of all information disclosed during the mediation process. The parties may mutually agree to modify or amend any of the above rules at any time during the mediation process.

ARTICLE 4: COMMENCEMENT WHERE THERE IS AN AGREEMENT TO THE RULES

When there is a prior agreement between the parties to refer to the Rules of Mediation shall file the request for the Mediation with the Centre. The agreement to the Rules International Institutional Mediation Rules of KD Lex Chambers LLP, India shall come into effect on the date of signature of the parties and shall be binding from that date, and the rules and regulations shall be binding on all parties and shall be considered part of the agreement.

ARTICLE 5: COMMENCEMENT WHERE THERE NO PRIOR AGREEMENT TO THE RULES

In the absence of the prior rule present for the commencement of the agreement and if any party wishes to refer to the rules to resolve the dispute, they may do so by sending a written request to the centre and by following the similar procedure as that of when there is an agreement to the rules. After referring to the proposal the centre shall send the official confirmation to the parties that such agreement has been reached and approved.

ARTICLE 6: PLACE AND LANGUAGE(S) OF THE MEDIATION

In the absence of an agreement of the parties, the centre may determine the location of any physical meetings of the mediator and the parties or may invite the mediator to do so after the Mediator has been appointed or it may also be any other mutually agreed location.

In the absence of an agreement of the parties, the centre may determine language(s) in which the mediation shall be conducted or may invite the mediator to do so after the Mediator has been appointed or it may also be any other mutually agreed language(s).

ARTICLE 7: APPOINTMENT OF MEDIATOR

Unless the parties have agreed themselves person as a mediator, the appointment shall be done by KD Lex Chambers LLP, in accordance with the following procedure.

The centre shall provide an identical list of candidates of mediators including their qualifications to each party and the mediator shall be selected by the Institution upon the recommendation of the parties. The parties shall have the rights to delete or approve names of the candidates if objected. Both the parties shall send their approve list of candidates within 7 working days of the list send to the parties.

The rules hereby certifies that all Government Officers appointed as mediators in this Institution have undergone the necessary Vigilance Clearance and are in compliance with all applicable laws and regulations, and shall remain valid until the appointment is terminated. It shall include a background check and verification of the Government Officer's qualifications, experience, and other relevant information.

After the confirmation and appointment of the mediator the centre shall consider the attributes of the mediators such as nationality, language, skills, qualifications, and experiences.

Upon agreement of the parties, the parties can nominate for more than one mediator or can also request the centre to appoint more mediators to resolve the dispute. And after appointment of the mediator form the centre if any of the parties have any objections can pose it on front of centre within 15 days of the declaration of the mediators.

The mediator shall be a neutral party and shall not take sides in any dispute, he should be impartial, independent, neutral and shall be required to attend all mediation sessions and provide reports and recommendations to the parties.

The mediator shall be required to maintain confidentiality of all proceedings and documents and shall be entitled to reasonable compensation for their services as determined under the rules.

ARTICLE 8: FEES AND COSTS

Mediation fees and costs shall be paid in advance by the parties, or as otherwise agreed in writing by the parties and KD Lex Chambers LLP.

The fee for mediation services shall be calculated on the basis of a daily rate, the length of the mediation, the number of mediators, the travel, and other expenses incurred. For the purposes of calculating the fee, a day shall be considered as 8 hours of mediation.

The fee for the mediator shall include travel, accommodation, and other costs associated with the mediation and to be paid in full at the end of the mediation.

The parties shall be responsible for paying all costs associated with the mediation, including the costs of documents, witness fees, and other related costs.

If the parties fail to pay the fee and costs within the agreed timeframe, the Centre reserves the right to withdraw its services.

ARTICLE 9: CONDUCT OF THE MEDIATION

The mediator and the parties shall discuss and mutually agree the manner in which the mediation shall be conducted which could also include the meetings via video conference, telephone or any other online tools. And if there is prior present of any such agreement by the parties then the mediator shall determine and follow the manner in which the mediation shall be conducted.

All parties must agree to mediate in good faith, with reasonable effort and in a spirit of cooperation.

The mediator is free to communicate and separately with both the parties but with the clearance that the mediator shall not disclose any information given by one party to other party, the mediator is expected to be impartial, independent and objective.

All parties must disclose all information relevant to the dispute in a timely fashion as per the scheduled timetable, the parties must also provide reasonable access to witnesses and documents, and must be truthful in their communications.

The mediator may use any techniques that the parties agree to in order to facilitate the resolution of the dispute, he/she may only disclose information to the parties that is necessary to facilitate the resolution of the dispute.

The mediator may recommend or suggest a resolution or settlement, but may not impose it on the parties.

The mediator is prohibited from engaging in any ex-prate communication with any of the parties. The mediator shall keep confidential all information supplied to them in the course of the mediation.

ARTICLE 10: ROLE OF THE MEDIATOR

The role of a mediator for KD Lex Chambers LLP, involves working with the Indian government and other international stakeholders to facilitate the resolution of disputes and conflicts in an amicable manner. The mediator will work to develop an understanding between the parties involved and to ensure that all parties adhere to international standards of justice and fairness.

The mediator may also be called upon to provide expert advice and assistance to the parties as they attempt to resolve their differences.

The mediator should also possess strong negotiation and problem-solving skills, and have a proven track record of successfully mediating international disputes. The mediator should be impartial and objective throughout the dispute resolution process, and should be able to facilitate an effective dialogue between the disputants.

The mediator should be prepared to provide impartial advice and guidance, and should be willing to consider the interests of all parties involved. He/ she should also be prepared to act as an intermediary between the parties, and should be able to initiate and facilitate further communications between the parties if needed. He should further be able to develop strategies to help the parties reach a mutually satisfactory agreement, and should be able to create an atmosphere of trust and understanding between the parties.

The mediator should also be able to develop constructive solutions to the dispute, and should have a thorough understanding of domestic and international law for the dispute resolution process.

ARTICLE 11: CONFIDENTIALITY

All information shared by the parties during the mediation process shall remain confidential and shall not be disclosed to any third party without the consent of all parties involved.

No recording for any of the sessions or meetings with the parties of the mediator shall be made.

All confidential information must be treated with the utmost discretion and shall not be used for any purpose other than the mediation.

All parties, persons including the mediator their representatives, advisor, independent experts or any other persons involved during the meeting shall ensure that all information is stored and managed in a secure environment and shall further respect the confidentiality of the mediation, unless agreed by the parties or mediator to use or disclose the information outside the party involved in the mediation. Each person shall sign the undertaking for the appropriate confidentiality prior to taking part in mediation process.

Unless agreed by the parties the mediator and the parties shall not introduce evidence or any manner whatsoever in any judicial or arbitration proceedings

ARTICLE 12: TERMINATION OF THE MEDIATION

The mediation shall be terminated by signing of the settlement agreement by the parties covering all of the issues in dispute between the parties or by the decision of the mediator's judgment or by a written declaration of the party at any time.

The termination of mediation should be mutually agreed upon by all parties involved in the mediation. The mediator(s) must provide a written declaration of the termination of the mediation process, including the reasons for the termination, to all parties.

Upon termination, all parties must sign a mediation agreement indicating the termination of the mediation process and the resolution of the conflict. In the case of an unsuccessful mediation process, all parties should be informed of the reasons for the termination, as well as any other relevant information.

The mediator(s) should also provide a written analysis and report of the mediation process, including all relevant information, to the national and international institutions involved or the parties involved.