

KFCRI CONCILIATION RULES

[1st Edition, 1 April 2020]

KFCRI

TABLE OF CONTENTS

1. <u>SHORT TITLE AND SCOPE.....</u>	4
2. <u>DEFINITIONS.....</u>	4
<u>CHAPTER I</u>	5
<u>CONCILIATION PROCEEDINGS</u>	
3. <u>INITIATION OF CONCILIATION PROCEEDINGS.....</u>	5
4. <u>COMMENCEMENT OF CONCILIATION PROCEEDINGS.....</u>	5
5. <u>NUMBER OF CONCILIATORS.....</u>	6
6. <u>APPOINTMENT OF CONCILIATORS.....</u>	6
7. <u>SUBMISSION OF STATEMENTS TO CONCILIATOR.....</u>	7
8. <u>REPRESENTATION AND ASSISTANCE.....</u>	7
9. <u>CONCILIATOR NOT BOUND BY ENACTMENTS.....</u>	8
10. <u>ROLE OF CONCILIATOR.....</u>	8
11. <u>ADMINISTRATIVE ASSISTANCE.....</u>	9
12. <u>COMMUNICATION BETWEEN CONCILIATOR AND PARTIES.....</u>	9
13. <u>DISCLOSURE OF INFORMATION.....</u>	9
14. <u>COOPERATION OF PARTIES WITH CONCILIATOR.....</u>	9
15. <u>SUGGESTIONS BY PARTIES FOR SETTLEMENT OF DISPUTE.....</u>	10
16. <u>SETTLEMENT AGREEMENT.....</u>	10
17. <u>STATUS AND EFFECT OF SETTLEMENT AGREEMENT.....</u>	10
18. <u>CONFIDENTIALITY.....</u>	11
19. <u>TERMINATION OF CONCILIATION PROCEEDINGS.....</u>	11
20. <u>RESORT TO ARBITRAL OR JUDICIAL PROCEEDINGS.....</u>	11
21. <u>COSTS.....</u>	12
22. <u>DEPOSITS.....</u>	12
23. <u>ROLE OF CONCILIATOR IN OTHER PROCEEDINGS.....</u>	13

<u>24. ADMISSIBILITY OF EVIDENCE IN OTHER PROCEEDINGS.....</u>	<u>13</u>
<u>25. INTERPRETATION AND APPLICATION.....</u>	<u>13</u>
<u>CHAPTER II</u>	
<u>PROFESSIONAL CODE OF CONDUCT.....</u>	<u>14</u>
<u>APPENDICES</u>	
<u>APPENDIX A.....</u>	<u>21</u>
<u>FEES SCHEDULE</u>	
<u>APPENDIX B.....</u>	<u>23</u>
<u>MODEL CONCILIATION CLAUSE</u>	
<u>APPENDIX C.....</u>	<u>24</u>
<u>MODEL CONCILIATION AGREEMENT</u>	
<u>APPENDIX D.....</u>	<u>25</u>
<u>MODEL RECORD FORM</u>	
<u>APPENDIX E</u>	<u>27</u>
<u>MODEL SETTLEMENT AGREEMENT FORM</u>	

KFCRI

KFCRI CONCILIATION RULES

(w.e.f. 1st April, 2020)

PRELIMINARY

1. SHORT TITLE AND SCOPE

- (1) These rules may be called The KFCRI Conciliation Rules, 2020.
- (2) These rules shall apply where the parties seeking an amicable settlement have agreed in writing that-
 - (a) a dispute which has arisen, or
 - (b) a dispute which may arise, between them in respect of defined legal relationship, whether contractual or not, shall be settled under the KFCRI Conciliation Rules.
- (3) These rules shall not apply to disputes which by virtue of any law, for the time being in force, may not be submitted to conciliation.
- (4) In event of any of the rules being in conflict with any provision of law from which the parties cannot derogate, that provision of law prevails.

2. DEFINITIONS

In these rules unless, the context otherwise requires-

- (a) “**Chairperson**” means Chairperson of KFCRI.
- (b) “**Conciliation Rules**” or “**Rules**” mean The KFCRI Conciliation Rules, 2020.
- (c) “**KFCRI Managing Committee**” means the Governing body that manages the operations of KFCRI.
- (d) “**KFCRI Conciliation Panel**” refers to the Conciliators empaneled by the Managing Committee of KFCRI.

- (e) “**Tribunal secretaries**” means the tribunal assistant appointed by the KFCRI who may handle organizational and administrative tasks on behalf of the tribunal and conciliators.
- (f) “**Rules of Conciliation**” or “**Rules**” means the KFCRI Conciliation Rules.
- (g) “**Party**” means a party to a conciliation agreement. It shall include individual, Hindu Undivided Family, Body of Individuals (who is Indian National or from any country outside India), Co-operative Society, firm/ company incorporated in India or outside India), body corporate & association of persons whether incorporated or not, Government (includes Provincial Governments, State Governments and Governments of foreign country and Municipal Governments therein), Government organization or Government Undertaking;
- (h) “**KFCRI**” means the Kovise Foundation Conflict Resolution International, Chennai.
- (i) “**Appendix**” means the Appendix to these rules.

CHAPTER-I

CONCILIATION PROCEEDINGS

3. INITIATION OF CONCILIATION PROCEEDINGS

(1) In event of a dispute, a party may request the initiation of Conciliation by filing a Conciliation Request Form with KFCRI. Such a request shall contain a brief statement explaining the nature of the dispute, the quantum of the dispute (if any), the relief or remedy sought.

(2) The names, addresses, phone and fax numbers of all parties to the dispute, the counsels representing them, if any, should be furnished to KFCRI.

4. COMMENCEMENT OF PROCEEDINGS

Commencement of conciliation proceedings.

(1) The party initiating conciliation shall send to the other party a written invitation to conciliate under this Part, briefly identifying the subject of the dispute.

- (2) Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.
- (3) If the other party rejects the invitation, there will be no conciliation proceedings.
- (4) If the party initiating conciliation does not receive a reply within thirty days from the date on which he sends the invitation, or within such other period of time as specified in the invitation, he may elect to treat this as a rejection of the invitation to conciliate and if he so elects, he shall inform in writing the other party accordingly.

5. NUMBER OF CONCILIATORS

- (1) There shall be one conciliator unless the parties agree otherwise.
- (2) Where there is more than one conciliator, they ought as a general rule, to act jointly.

6. APPOINTMENT OF CONCILIATORS

- (1) Subject to Rule 5, -
 - (a) In conciliation proceedings with one conciliator, the parties may agree on the name of the sole conciliator;
 - (b) In conciliation proceedings with two conciliators, each party may appoint one conciliator;
 - (c) In conciliation proceedings with three conciliators, each party may appoint one conciliator. The parties may agree on the name of the third conciliator, who shall act as the presiding conciliator.
- (2) Parties may request the assistance of KFCRI in connection with the appointment of conciliators. In particular,
 - (a) A party may request KFCRI to recommend the names of suitable individuals to act as conciliator; or
 - (b) The parties may agree that the appointment of one or more conciliators be made directly by such institution or person;

- (3) Where a request in pursuance of clause (a) or (b) of sub-rule (2) of Rule 6 is made to KFCRI, the party making the request shall send to KFCRI-
- (a) A copy of the invitation to conciliate;
 - (b) A copy of the acceptance by the other party;
 - (c) A copy of the agreement, if any, between the parties providing for an amicable settlement of the dispute between them by conciliation.
 - (d) Any qualification required of the conciliator;
 - (e) Any additional information, if required by KFCRI.
- (4) In recommending or appointing individuals to act as conciliator, KFCRI shall have regard to-
- (a) Any qualification required of the conciliator by the agreement of the parties;
 - (b) Where the parties are of different nationalities, the advisability of appointing a conciliator of a nationality other than the nationalities of the parties.

7. SUBMISSION OF STATEMENTS TO CONCILIATOR

(1) The Parties shall, upon the appointment of the conciliator, submit to the panel, a brief self-explanatory statement explaining the nature of the dispute, the quantum of the dispute (if any), the relief or remedy sought.

(2) The Parties shall further submit a statement in writing of the position of the conciliator and the facts and grounds in support thereof, supplemented by any documents and other evidence that such Party deems appropriate.

(3) At any stage of the conciliation proceedings, the conciliator may request the parties to submit to himself and KFCRI, any additional information the conciliator deems appropriate.

8. REPRESENTATION AND ASSISTANCE

The parties may be represented or assisted by persons of their choice. Each party shall notify in advance the names and the role of such persons to the conciliator and the other party. Each party shall have full authority to settle or be accompanied by a person with such authority.

9. CONCILIATOR NOT BOUND BY ENACTMENTS

The conciliator is not bound by the Code of Civil Procedure, 1908 or the Indian Evidence Act, 1872.

10. ROLE OF CONCILIATOR

(1) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.

(2) The conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties and the circumstances surrounding the dispute, including any previous practices between the parties.

(3) The conciliator shall conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and any special need for a speedy settlement of the dispute.

(4) The conciliator shall, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons thereof.

(5) The conciliator shall attempt to facilitate voluntary resolution of the dispute by the parties, and communicate the view of each party to the other, assist them in identifying issues, reducing misunderstandings, clarifying priorities, exploring areas of compromise and generating options in an attempt to solve the dispute, emphasizing that it is the

responsibility of the parties to take decision which affect them; he shall not impose any terms of settlement on the parties.

11. ADMINISTRATIVE ASSISTANCE

In order to facilitate the conduct of the conciliation proceedings, the parties, or the conciliator with the consent of the parties, may request the Managing Committee of the KFCRI to provide such administrative assistance.

12. COMMUNICATION BETWEEN CONCILIATOR AND PARTIES

- (1) The conciliator may invite the parties to meet with him or may communicate with them orally or in writing. He may meet or communicate with the parties together or with each of them separately.
- (2) Unless the parties have agreed upon the place where meetings with the conciliator are to be held, such place will be determined by the conciliator, after consultation with the parties, having regard to the circumstances of the conciliation proceedings. The conciliator may request the Tribunal Secretary of the KFCRI to arrange for the place where such meetings will be held.

13. DISCLOSURE OF INFORMATION

When the conciliator receives factual information concerning the dispute from a party, he shall disclose the substance of such information to the other party in order that the other party may have the opportunity to present any explanation which he considers appropriate: However, when a party gives any information to the conciliator subject to a specific condition that it be kept confidential, the conciliator shall not disclose that information to the other party.

14. CO-OPERATION OF PARTIES WITH CONCILIATOR

The parties shall in good faith co-operate with the conciliator and, in particular, shall endeavor to comply with requests by the conciliator to submit written materials, provide evidence and attend meetings.

15. SUGGESTIONS BY PARTIES FOR SETTLEMENT OF DISPUTE

Each party may, on its own initiative or at the invitation of the conciliator, submit to the conciliator suggestions for the settlement of the dispute.

16. SETTLEMENT AGREEMENT

(1) When it appears to the conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the conciliator may reformulate the terms of a possible settlement in the light of such observations.

(2) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement.¹ If requested by the parties, the conciliator may draw up, or assist the parties in drawing up the settlement agreement.

(3) When the Parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

(4) The Conciliator shall authenticate the settlement agreement, and furnish a copy thereof to each of the parties.

17. STATUS AND EFFECT OF SETTLEMENT AGREEMENT

The settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Sec 30 of the Arbitration and Conciliation Act, 1996.

¹ The parties may wish to consider including in the settlement agreement a clause that any dispute arising out of or relating to the settlement agreement shall be submitted to arbitration.

18. CONFIDENTIALITY

Unless the parties agree otherwise, or the disclosure is required in connection with judicial proceedings, the conciliator and the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall also extend to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

19. TERMINATION OF CONCILIATION PROCEEDINGS

(1) The conciliation proceedings shall be terminated:

- (a) By the signing of the settlement agreement by the parties, on the date of the agreement; or
- (b) By a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or
- (c) By a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- (d) By a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.

(2) The conciliator shall, upon termination of the conciliation proceedings, send an intimation thereof in writing to KFCRI.

20. RESORT TO ARBITRAL OR JUDICIAL PROCEEDINGS

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject of the conciliation proceedings, except that a party may initiate arbitral or judicial proceedings where, in its opinion, such proceedings are necessary for preserving its rights.

21. COSTS

(1) Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and gives written notice thereof to the parties.

The term 'costs' includes-

- (a) The fee and expenses of the conciliator and witnesses requested by the conciliator with the consent of the parties;
- (b) Any expert advice requested by the conciliator with the consent of the parties;
- (c) The cost of any assistance provided, in Rule 11 of the KFCRI Conciliation Rules;
- (d) The costs of any services of the Managing Committee and the Tribunal Secretary of the KFCRI.
- (e) Any other expenses incurred in connection with the conciliation proceedings and the settlement agreement.

(2) The costs, as defined above, shall be borne equally by the parties unless the settlement agreement provides for a different apportionment. All other expenses incurred by a party are borne by that party.

22. DEPOSITS

(1) The conciliator shall, upon his appointment, in consultation with KFCRI, direct each party to deposit an equal amount as an advance for the costs referred to in Rule 18, paragraph 1 which he expects will be incurred.

(2) During the course of the conciliation proceedings the conciliator may, in consultation with KFCRI, direct supplementary deposits with KFCRI in an equal amount from each party.

(3) If the required deposits under paragraphs 1 and 2 of Rule 22, are not paid in full by both parties within thirty days, the conciliator shall inform the parties in order that one or the other party may make the required deposit. In event of failure by the parties to make the deposit, the conciliator may suspend the proceedings or may make a written declaration of termination to the parties, effective on the date of that declaration.

(4) Subject to any settlement agreement, upon termination of the conciliation proceedings, KFCRI shall apply the deposits to the costs of the proceedings, render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

23. ROLE OF CONCILIATOR IN OTHER PROCEEDINGS

(1) The parties and the conciliator undertake that, unless the parties agree otherwise -

- (a) The Conciliator shall not act as an arbitrator or as a representative or counsel of a party in any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the conciliation proceedings;
- (b) The Conciliator shall not be presented by the parties as a witness in any arbitral or judicial proceedings.

24. ADMISSIBILITY OF EVIDENCE IN OTHER PROCEEDINGS

The parties shall not rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject-matter of the conciliation proceedings,

- (a) Views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- (b) Admissions made by the other party in the course of the conciliation proceedings;
- (c) Proposals made by the conciliator;
- (d) The fact that the other party had indicated its willingness to accept a proposal for settlement made by the conciliator.

25. INTERPRETATION AND APPLICATION

If any question arises as to the interpretation or application of these rules or any procedural matter thereunder, the decision of KFCRI shall be final and binding on the parties.

CHAPTER-II **PROFESSIONAL CODE OF CONDUCT**

The KFCRI Code of Professional Conduct (“the Code”) provides users of conciliation services with a concise statement of the ethical standards they can expect from KFCRI Accredited Conciliators.

1. DEFINITIONS

(1) For the purposes of this Code, Conciliation is defined as an Alternate Dispute Resolution (ADR) process whereby the parties to the dispute use a conciliator (the KFCRI Accredited Conciliator), who meets with the parties both separately and together in an attempt to resolve their differences.

(2) A KFCRI Accredited Conciliator (also called a Conciliator in this Code) is an individual:

(a) whose competency in the practice of conciliation has been Accredited by KFCRI, and

(b) who is authorised by KFCRI to use the KFCRI name and logo.

2. CONCILIATOR APPOINTMENT

(1) Entitlement to use the title “KFCRI Accredited Conciliator” and the KFCRI logo

In the event that a KFCRI Accredited Conciliator fails to maintain KFCRI requirements for certification, or no longer qualifies as a KFCRI Accredited Conciliator, use of the title KFCRI Accredited Conciliator and use of the KFCRI name and logo will end.

(2) Promotion of Conciliators’ services

Subject to applicable laws and to regulations governing professional practice, Conciliators will present and promote their practice truthfully and accurately. They may quote freely from, and link to, their Profile on the KFCRI web portal and they are free to replicate that Profile, or extracts from it, for their own professional purposes.

(3) Appointment

- a. Before the conciliation begins, Conciliators will inform the parties of their relevant background and experience.
- b. Conciliators will advise parties that they will be invited to offer the Conciliator feedback on the process at any stage, including offering written feedback at the conclusion of the conciliation.
- c. Conciliators will, prior to appointment, conduct reasonable inquiries to determine if any pre-existing relationship or interest in the subject matter of the dispute creates a real or perceived conflict of interest. The conciliator will disclose any such interests and obtain the parties' consent to continue. Regardless of party consent, if the conciliator thinks that the relationship or interest poses a threat to the conciliator's ability to conduct the conciliation impartially, the conciliator shall decline the appointment.

3. **DILIGENCE**

Conciliators may accept an assignment to act as Conciliator in any situation in which they are competent to serve in that capacity. Conciliators should ensure that they have the requisite time, energy and procedural and subject matter expertise to competently meet the reasonable expectations of the parties.

4. **IMPARTIALITY**

- a. Conciliators will always conduct conciliation in an impartial manner, avoiding bias or prejudice in favour or against any party. Bias can arise due to several factors: conciliator's reaction to a conciliation participant's personal characteristics,

- background or values; conciliator personal, professional or financial interests in the subject matter of the dispute; or pre-existing relationships with any conciliation participant. If at any time a Conciliator feels unable to conduct the process in an impartial manner, he/she will express that concern and withdraw from the conciliation.
- b. Conciliators will not accept an appointment without first disclosing anything within their knowledge that may, or be perceived to, materially affect their impartiality. This duty to disclose is a continuing obligation throughout the conciliation process.
 - c. The existence of relationships or interests potentially affecting, or appearing to affect, a Conciliator's impartiality will not automatically imply unfitness to act as a conciliator, provided these circumstances have been fully disclosed and addressed to the satisfaction of the parties and the Conciliator.
 - d. The duty to disclose perceived or actual threats to Conciliator impartiality is ongoing. Newly discovered interests or relationships creating an actual or perceived threat to Conciliator impartiality must be disclosed and parties must renew their consent to proceed with the process.
 - e. Following any such disclosures, if any party raises an objection, the Conciliator will withdraw from the conciliation.
 - f. After accepting appointment, and until the conciliation process ends, Conciliators will not enter into financial, business, professional, family or social relationships or acquire financial or personal interests that are likely to create an actual or perceived threat to conciliation impartiality. In the case of perceived threats, conciliators may proceed after full disclosure and party consent.
 - g. Within 12 months following the end of a conciliation, Conciliators will not represent in an advisory capacity or accept employment with any party to a conciliation in the same or a substantially related matter, unless all parties to the conciliation expressly consent to that representation after full disclosure. Acting as a neutral in other dispute resolution proceedings (e.g. as a conciliator or arbitrator) that may involve some or all of the parties will not be considered a representation in an advisory capacity for the purposes of this clause.

5. CONCILIATION PROCESS

(1) Procedure

Conciliators will ensure that the parties to the conciliation and their advisers understand the characteristics of the conciliation process, their roles as parties and advisers, and the role of a conciliator, as well as the enforceability of any resulting agreement. The Conciliator will ensure that before the conciliation begins, the parties have understood and agreed to the terms and conditions which will govern the conciliation including those relating to Conciliator and party obligations to respect Conciliator confidentiality. It is best practice for those terms to be contained in a written Agreement to Conciliate, unless the parties or the circumstances dictate otherwise.

(2) Fairness and Integrity of the process

- a. Conciliators will explain the conciliation process to the parties and their advisers, and be satisfied that they consent to the process being used and to the Conciliator selected (unless applicable law, court rules or contract require use of a particular process and/or conciliator). Conciliators will ensure that all parties are aware that they have an equal opportunity to engage in pre-conciliation private communications with the Conciliator.
- b. Conciliators will conduct the process with attention to procedural fairness to all parties. The Conciliator will take particular care to ensure that all parties have adequate opportunities to be heard, to be involved in the process and to have the opportunity to seek and obtain legal or other counsel before finalizing any resolution.
- c. Conciliators will take reasonable steps to prevent any misconduct that might invalidate an agreement reached in conciliation or create or aggravate a hostile environment. Conciliators will endeavour to ensure that the parties have reached agreement of their own volition and knowingly consent to any resolution.

(3) Termination of the process

- a. The Conciliator will ensure the parties understand that they may withdraw from the conciliation at any time by informing the Conciliator of that preference (unless applicable law, court rules or contract require otherwise).
- b. Conciliators shall withdraw from a conciliation if a negotiation among the parties appears to be moving towards an unconscionable or illegal outcome. An unconscionable outcome is one which is the product of undue pressure, exploitation or duress. An unconscionable outcome reflects one party's exploitation of an existing power imbalance to the degree that the resulting agreement "shocks the conscience" and violates accepted legal and cultural norms of fairness.

(4) Feedback

Unless inappropriate in the circumstances, Conciliators will, at the conclusion of a conciliation, invite the parties and advisers and any co-conciliators or assistant conciliators, to complete an KFCRI Feedback Request Form and return it to the Conciliator or to the Reviewer indicated by the Conciliator in his/her KFCRI Profile to assist in the preparation of the Conciliator's Feedback Digest.

(5) Fees

- a. Conciliators will, before accepting appointment, agree with the parties how their fees and expenses will be calculated, and how they will be paid by the parties (and if shared between the parties, in what proportions). Conciliators who withdraw from a case will return to the parties any fees already paid relating to the period following withdrawal.
- b. Conciliators will not suggest to the parties that their remuneration should be based on, or related to, the outcome of the conciliation.

6. CONFIDENTIALITY

- a. Conciliators will keep confidential all information acquired in the course of serving as a conciliator in a conciliation unless:

- Compelled to make a disclosure by law or by some governmental agency having appropriate authority and jurisdiction, or
 - Arising under Rule 30, in which event the recipients of the confidential information shall themselves be bound to maintain the confidentiality, or
 - The specific information comes into the public domain (otherwise than as a result of a disclosure by the Conciliator), or
 - The parties release the Conciliator from the confidentiality restriction, or as necessary to defend the Conciliator from any proceedings or charges for which (s)he risks incurring any liability, or
 - Disclosure is necessary to prevent death or imminent bodily harm or severe damage to an identifiable third party or to prevent the commission of illegal and morally objectionable acts. Before using or disclosing such information, if not otherwise required to be disclosed by law, Conciliators should make a good faith effort to persuade the party, and/or the party's counsel or other advisers, to act in such a way that would remedy the situation.
- b. The Conciliator may, however, disclose having previously served as a conciliator in a conciliation involving one or more of the parties, provided none of the details of that case are disclosed.
- c. Conciliators will discuss confidentiality with the parties before or at the beginning of the conciliation and obtain their consent to any communication or practice by the Conciliator that involves the disclosure of confidential information.
- d. At no time following the end of a conciliation will Conciliators adduce evidence or testify on behalf of one of the parties in making or defending a claim against another party to the same conciliation where they have acquired confidential information from the other party, unless all that information is no longer confidential or unless the party protected by the confidentiality gives consent.

7. PROFESSIONAL CONDUCT ISSUES AND COMPLAINTS

- a. A KFCRI Accredited Conciliator may consult his/her Reviewer about any professional or ethical dilemmas.
- b. A party to conciliation who believes there has been a lack of compliance with this Code may activate the KFCRI Professional Conduct Assessment Process.
- c. Adherence to this Code does not replace or qualify any legislation or rules regulating individual professions or any more extensive rules of conduct which may apply in specific circumstances.

8. REMOVAL OF DIFFICULTIES

If any difficulty arises in giving effect to the provisions of these Rules, the Managing Committee of KFCRI may, by a notification published in the Official Website, make such provisions, not inconsistent with the provisions of these Rules as appear to the Managing Committee to be necessary or expedient for removing the difficulties.

9. POWER TO REPEAL OR AMEND

The Managing Committee of KFCRI may, by a notification published in the Official Website, make any Amendment or Repeal any Provision of these Rules as appear to the Managing Committee to be necessary or expedient.

APPENDIX- A
FEES SCHEDULE

Where the value of the case can be determined in terms of money-

<u>VALUE</u>	<u>CONCILIATOR'S FEE</u>	<u>ADMINISTRATIVE EXPENSES</u>
49,999 and below	3,000/-	0.5%
From 50,000 to 4,99,999	5%	
From 5,00,000 to 9,99,999	4%	
From 10,00,000 to 49,99,999	3%	
From 50,00,000 to 99,99,999	2.5%	
From 1,00,00,000 to 4,99,99,999	2%	
From 5,00,00,000 to 9,99,99,999	1.5%	
10,00,00,000 and above	1%	

Where the value of the case cannot be determined in terms of money-

- * The fee ranges from Rs. 2,500/- to 5,000/-
- * The fee depends on the mediator that the party chooses.
- * 10% of the fee shall be paid as administrative expenses to KFCRI.
- * All of the above given details apply to an hour.



APPENDIX -B
MODEL CONCILIATION CLAUSE

Any claim(s), controversy (ies), difference(s), dispute(s) arising out of or in connection with the present contract shall be finally settled under the Rules of Conciliation of the Kovise Foundation Conflict Resolution International (KFCRI) by one or more Conciliators appointed in accordance with the said rules.



APPENDIX- C
MODEL CONCILIATION AGREEMENT

In drawing up Domestic or international contracts, we recommend that parties include the following Conciliation clause:

“Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by conciliation. The authority to appoint the conciliator/conciliators shall be the Kovise Foundation Conflict Resolution International (KFCRI). The Kovise Foundation Conflict Resolution International (KFCRI) will provide administrative service in accordance with the “KFCRI Conciliation Rules 2019” and subsequent Amendments thereof.

The seat of the conciliation shall be [Chennai].*

The Tribunal shall consist of _____** conciliator(s).

The language of the Conciliation shall be _____.

APPLICABLE LAW

Parties should also include an applicable law clause. The following is recommended:

This contract is governed by the laws of _____***.

APPENDIX-D

MODEL RECORD FORM

DATE: _____

VENUE: _____

DURATION: _____ (In hours)

CONCILIATOR: _____

PARTIES:

NAME OF PARTY A: _____

PRESENT

ABSENT

REPRESENTED BY:

[To be filled, only if the party is represented by a person other than himself]

COUNSEL: _____

NAME OF PARTY B: _____

PRESENT

ABSENT

REPRESENTED BY:

[To be filled, only if the party is represented by a person other than himself]

COUNSEL: _____

NEXT SESSION:

DATE: _____

TIME: _____

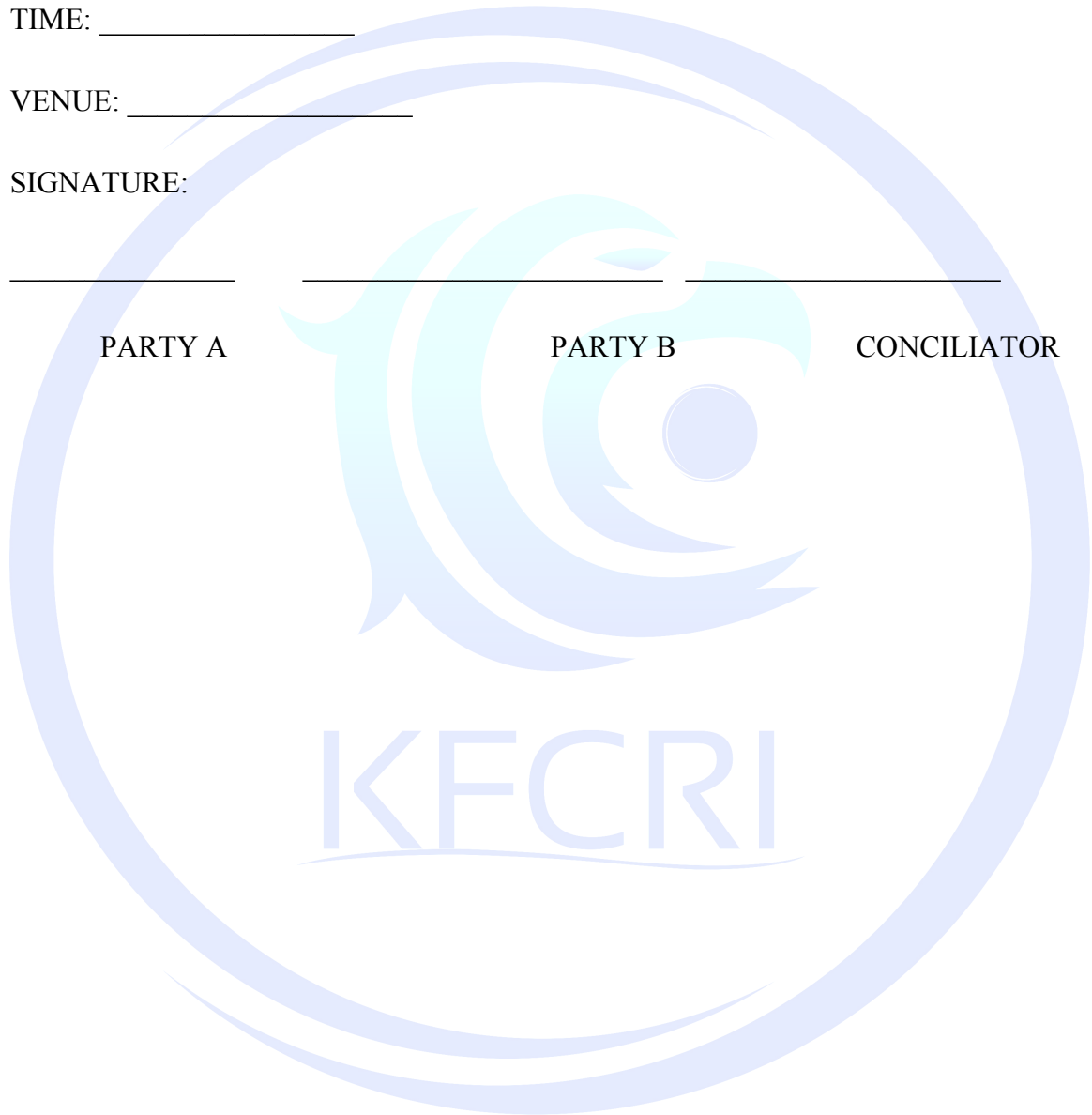
VENUE: _____

SIGNATURE:

PARTY A

PARTY B

CONCILIATOR



APPENDIX-E

MODEL SETTLEMENT AGREEMENT FORM

CASE NUMBER:

Party A's name:

Counsel:

Party B's name:

Counsel:

Mediator(s) name:

Mediation service provider:

Date of agreement:

Terms of settlement:

By consent and in full and final settlement of ___ claims:

[___ shall pay the following to ___]

To specify payment dates and when interest shall run.

[Other terms of settlement]

(May be deleted/ modified as necessary)

Party A's signature:

Party B's signature:



** Parties should specify the seat of Conciliation of their choice. If the parties wish to select an alternative seat to Chennai, please replace “[Chennai]” with the city and country of choice (e.g., “[City, Country]”).*

*** State any number of conciliators. state one, two, or three.*

**** State the country or jurisdiction.*