



**ASSOCHAM International Council of
Alternate Dispute Resolution
("AICADR" Based on UNCITRAL MODEL)**



THE ASSOCIATED CHAMBERS OF COMMERCE AND INDUSTRY OF INDIA



ASSOCHAM International Council of Alternate Dispute Resolution



D. S. Rawat
Chairman

We are pleased to inform you that ASSOCHAM International Council of Alternate Dispute Resolution (AICADR) has been formed as an exclusive council of The Associated Chambers of Commerce and Industry of India, providing Arbitration, Conciliation, Mediation or any other dispute resolution methods. These rules are based on UNCITRAL Model and have been prepared after a series of meetings and deliberations with the Hon'ble Judges of Supreme Court, High Court, Leading Legal Practitioners, Senior Bureaucrats, Industrial Representatives, Authorities from Secretariat of the United Nations, Commission on International Trade Law etc. incorporating all latest provisions, aiming at to bring a **fair & trustworthy, faster and cost effective ADR mechanism catering to the needs of domestic and global dispute resolutions.**

You are requested to make use of this mechanism in all your domestic/global contracts for disputes resolutions through AICADR Arbitration, Conciliation and Mediation rules. You may also like to join as its member and / or submit your particulars etc. for consideration as ADR panel member/conciliator/mediator etc.

For further information, please contact

Shri S. L Khurana

Joint Registrar

Mob: 9899111216 Tel: 01146550573

Email ID: dg.aicadr@assochem.com



ASSOCHAM International Council of Alternate Dispute Resolution

WHY AICADR

- The Law Commission, Government of India, in its 246th Report emphasized on culture of institutional arbitration in India, recommended chambers of commerce to set up new arbitration centers with rules/latest provisions.
- ASSOCHAM International Council of Alternate Dispute Resolution (AICADR) has been formed as an exclusive Council of the Associated Chambers of Commerce & Industry of India, providing Arbitration, Conciliation, Mediation or any other dispute resolution methods.
- The ADR Rules are based on UNCITRAL model, drawn up after meetings and deliberations with the Hon'ble Judges of Supreme Court, High Court, Leading Practitioners, Senior Bureaucrats, Industrial Representatives and Authorities from Secretariat of United Nations Commission on International Trade Law etc.
- Incorporated latest provisions, aiming to bring a **fair and trustworthy, faster and cost effective ADR mechanism catering to the needs of domestic and global dispute resolution.**

AIMS & OBJECTS

- Propagation of ADR
- Training of arbitrators and business executives
- Research and Coordination with other similar ADR institutions
- Speedy/fair resolution of disputes within fixed time frame at minimum cost

INFRASTRUCTURE

- Panel of renowned arbitrators/conciliators/mediators
- Professional Team of Secretariat
- ADR meeting rooms equipped with state-of-the-art facilities including Digital projector, audio and visual facilities and a dedicated system
- Multi-point video conference facilities
- Centrally located offices at different locations in India & Abroad



Shri D.S. Rawat, Secretary-General, ASSOCHAM & Chairman, AICADR and Shri G. P. Srivastava, D.G. AICADR, briefing salient features of AICADR to Hon'ble Minister of Law & Justice, Shri Sadananda Gowda on 1st December, 2015



Library



Meeting Room



ADR Council meeting in progress

TIME TABLE

- The Tribunal (ADR Panel Members(s)/Conciliator(s)/Mediator(s) appointed shall after its first meeting communicate the time table to the Registrar along with time period for publication of the result/decision/award which should be adhered to and may not exceed 1 year.
- The Tribunal may, where necessary, secure agreement of parties to dispense with formal proof of documents, except the questioned documents.
- The Tribunal may implead material party to the proceedings with the consent of the parties and the written consent of the party to be impleaded. The proportionate fees will be paid by the new party as determined by the Tribunal.

MOST ECONOMICAL FEES

AICADR Centre has adopted broadly the Law Commission 246th Report Guidelines for fees of ADR Panel Member as under:

(i) Sum in dispute (Rs.)	Fees (Each ADR Panel Member)
Upto Rs. 5,00,000/-	Rs. 45,000/-
Above Rs. 5,00,000/- and upto Rs. 20,00,000/-	Rs. 45,000/- +3.5% of the claim amount over and above Rs. 5,00,000/-
Above Rs. 20,00,000/- and upto Rs. 1,00,00,000/-	Rs. 97,500/- +3% of the claim amount over and above Rs. 20,00,000/-
Above Rs. 1,00,00,000/- and upto Rs. 10,00,00,000/-	Rs. 3,37,500/- +1% of the claim amount over and above Rs. 1,00,00,000/-
Above Rs. 10,00,00,000/- and upto Rs. 20,00,00,000/-	Rs. 12,37,500/- +0.75% of the claim amount over and above Rs. 10,00,00,000/-
Above Rs. 20,00,00,000/-	Rs. 19,87,500/- +0.5% of the claim amount over and above Rs. 20,00,00,000/- with a ceiling of Rs. 30,00,000/-

- In the event, the ADR Panel Member to be appointed is a Sole ADR Panel member; he shall be entitled to an additional amount of 25% on the fee payable as per the table set out above.
- **Conciliation & Mediation:** Fee payable to Conciliator and Mediator, will be 50% of the above ADR Panel Member's fees.
- **Incentive for Speedy Resolution:** In order to conclude ADR promptly with the period agreed and Rule 8 of the General Rule, the incentives of 20% can be considered if award is declared within 9 months from its commencement or 10% if within 12 months durations.



Mr. Joao Riberio, United Nations Uncitral (Head of Regional Centre for Asia and the Pacific) speaking at AICADR meeting



AICADR Meeting with SAARC Arbitration Council and Bahrain Chamber of Commerce & Industry Delegation



Mr. Malik Imran Admad, D.G. SAARC Arbitration Council and His Excellency Khalid Al- Amin Chairman, BCCI addressing AICADR meeting



Shri G.P. Srivastava, Director General, AICADR presented highlights of ASSOCHAM International Council of Alternate Dispute Resolution



ASSOCHAM-ICADR Members' Interaction with Mr. Salim Moollan, London, on 11th December, 2015

JOIN AS AICADR MEMBER IN APPROPRIATE CATEGORY

CATEGORIES:	MEMBERSHIP FEE: Excluding Service Tax as applicable
Individual Membership	One time joining fee: Rs. 500/- Annual membership fee: Rs. 1,000/-
Corporate Membership (up to four members from same Associations, firms, companies, undertakings etc.)	One time joining fee: Rs. 2,500/- Annual membership fee: Rs. 5,000/-
Life Member	(i) Individual: One time joining fee: Rs.500/- Life membership fee: Rs.10,000/- (ii) Corporate: One time joining fee : Rs. 2,500/- Life membership fee: Rs. 50,000/-
Empanelment: Mediator/ Conciliator/ADR Panel Member (For Life Members only on approval by ADR Committee)	Rs. 2,500/-

(The membership fee covers period January to December. Except life members, others have to pay proportionate fee for fraction of the Calendar period as applicable, subject to minimum 6 months period).

BENEFITS TO MEMBERS

- Use infrastructure facility including library / e-library etc.
- Receive periodical E-ASSOCHAM Legal Bulletin – Articles solicited from members for publishing
- Through conferences, seminars, workshops and lecturers, share ideas, exchange knowledge and to network.
- Members enjoy discounted registration fees at conferences and seminars
- Preferential rates for advertising in the Bulletin
- Sponsorship opportunities
- Lecture/programme/event invitation
- Act as arbitrator/conciliator/mediator

REFERENCE OF DISPUTES

Disputes can be referred to AICADR under its Rules for Arbitration/Conciliation/Mediation:

- By an clause in a contract providing for reference of the dispute under that contract
- By a separate agreement providing for reference of the existing dispute
- By an agreement for providing administrative services under any other rules
- To appoint arbitrator/mediator in commercial disputes as required by any party

USE OF ADR CLAUSE – EASE OF DOING BUSINESS

It is advisable to use the following ADR clause in all domestic and global commercial contracts.

“All disputes or differences whatsoever arising between the parties out of or relating to construction, meaning and operation or effect of this contract or breach thereof shall be settled by Mediation/Conciliation/Arbitration (tick mark) in accordance with the Rules of ‘AICADR’ based on UNCITRAL Model and the Decision/Award made in pursuance thereof by Panelists of ‘AICADR’ shall be binding on all the parties”

Appointing Authority :

AICADR

No. of ADR Panel Member:

1-2 or more (please specify)

Place of ADR & type

Please specify; Arbitration, Conciliation & Mediation)

Language

English

Name, Designation and Signature of the Party:

Name, Designation and Signature of the Party :

You are requested to make use of this mechanism in all your domestic/global contracts for disputes resolutions through AICADR Arbitration, Conciliation and Mediation rules.

Membership form can be downloaded from the below link: <http://assochem.org/upload/docs/AICDAR-Manual.pdf>

For further information, please contact:

Mr. S. L. Khurana, Joint Registrar
Tel: 011-46550573; Mob: 9899111216
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Tel: 011-46550562; Mob: 9891895295
E-mail: shivam.bharadwaj@assochem.com

ASSOCHAM INTERNATIONAL COUNCIL OF ALTERNATE DISPUTE RESOLUTION

ASSOCHAM Corporate Office: 5, Sardar Patel Marg, Chanakyapuri, New Delhi – 110021
Tel: +91-11-46550555 (Hunting Line) • Fax: +91-11-23017008, 23017009 • Web: www.assochem.org



ASSOCHAM

International Council of Alternate Dispute Resolution

(“AICADR” Based on UNCITRAL MODEL)

Preamble

ASSOCHAM International Council of Alternate Dispute Resolution (“AICADR”) Council is an exclusive Council of Associated Chambers of Commerce & Industry of India (ASSOCHAM) providing Arbitration, Conciliation, Mediation or any other dispute resolution method. Aims and objects are propagation of ADR, training, research and Co-ordination with other such centers.

“By virtue of Article 3 provisions in its Memorandum of Association and Articles of Association Article 30(d) (ii) ASSOCHAM frames the “ASSOCHAM International Alternate Dispute Resolution Council” and Rules for Arbitration, Conciliation & Mediation in the spirit of UNCITRAL Model Law and Rules, with amendments in future, subject to Indian Arbitration and Conciliation Act 1996 and its amendments”.



Part-I

General Rules

A. ADR Rules:

(a) Scope of Application and Interpretation

This part I applies to all forms of ADR which covers Arbitration, Conciliation and Mediation including commercial contracts, IPR, Trade Marks, Copy Right, Banking, Building Construction, Maritime, Aviation, Ports, Ship-Building, Insurance, Management Consultancy, Commercial Agency, Labour or any other area.

Where parties have agreed to refer their disputes to ADR under Rules of ASSOCHAM International Council for Alternate Dispute Resolution (“AICADR”), the parties shall be deemed to have agreed that the dispute resolution shall be conducted and administrated in accordance with these Rules.

(b) Model ADR Clause to be signed by parties:

“All disputes or differences whatsoever arising between parties out of or relating to construction, meaning and operation or effect of this contract or breach thereof shall be settled by Mediation/ Conciliation/ Arbitration (tick mark ✓) in accordance with the Rules of ‘AICADR’ and the Decision/Award made in pursuance thereof by Panelists of ‘AICADR’ shall be binding on all the parties.”

Appointing Authority : AICADR
No. of ADR Panel : 1-2 or more
Members (please specify)
Place of ADR & type : Please specify
(Arbitration, Conciliation & Mediation)
Language : English

Name, Designation and Signature of the Party

Name, Designation and Signature of the Party

(c) Reference of Disputes

Disputes can be referred to AICADR under its Rules for Arbitration/Conciliation/Mediation.

- i) *By a clause in a contract providing for reference of the dispute under that contract (sub-rule (b))*
- ii) *By a separate agreement providing for reference of the existing dispute (given below)*

Agreement for reference of existing dispute:

The named party/ies hereby submit the following dispute for resolution under ASSOCHAM International Council of Alternate Dispute Resolution (AICADR)

Nature of Dispute

All details pertaining to the dispute including any contract and other legal documents (annexed)

Procedure selected: Arbitration or Mediation (tick mark)

The claim or relief sought

(Amount of claim and nature of relief)

Whether Arbitrator/Mediator appointed by parties: Yes/No

Whether AICADR is designated as Appointing Authority for appointment of Arbitrator/Mediator: Yes/No

Whether the matter is pending before any court of law/tribunal; and if yes details and present status: Yes/No

Name & Address of both parties with telephone/mobile/email etc:

**On behalf of
First Party**

**On behalf of
Second Party**

Note: (a) The Submission Agreement shall be accompanied by Registration Fee of Rs.25,000/-

(b) These formats are illustrative which can be modified depending upon requirement.

iii) *By an agreement for providing administrative services under any other rules*

iv) *To appoint arbitrator/mediator in commercial disputes as required by any party*

1. DEFINITIONS

IN THESE RULES UNLESS THE CONTEXT OTHERWISE REQUIRES:-

- 1.1 “Centre” means the **ASSOCHAM International ADR Council**.
- 1.2 “Chairman” means the chairman of the ADR Committee mentioned in the General Rules.
- 1.3 “party” means a party to an agreement for ADR.
- 1.4 “Panel” means Panel of ADR Panel Members, Arbitrators, Conciliators or Mediators empanelled and maintained by the Registrar of the Centre
- 1.5 “Registrar” means the Registrar for the time being appointed by the Centre and includes such other persons as may be nominated for carrying out the duties of the Registrar when he is not available.
- 1.6 “ADR” means Alternate Dispute Resolution by Mediation or Conciliation or Arbitration by the choice of the parties in accordance with rules of the Centre for International Disputes Resolution and may also include any domestic disputes with modification as felt necessary.
- 1.7 “Tribunal” means a sole member or a panel of members appointed for dispute resolution.

- 1.8 “Guidelines” mean ‘International Bar Association (IBA)’ guidelines, which may be followed to the maximum possible extent.
 - 1.9 “Rules” means the Rules of International Council for Alternate Dispute Resolution (AICADR) on Arbitration, Conciliation & Mediation in parts II, III & IV of these Rules.
 - 1.10 All “definitions” in the Arbitration & Conciliation Act 1996 are also incorporated in these Rules and prevail over these Rules.
 - 1.11 “Words” importing the singular number include, where the context admits or requires the plural number and vice versa.
 - 1.12 “Costs” mean costs based on the provisions of these rules and taxes as applicable.
 - 1.13 “Party” does not necessarily mean only the signatory to the ‘ADR’ agreement, but also persons claiming through or under such signatory, successors-of interest of such parties, alter-ego’s of such parties etc.
 - 1.14 “Interest” includes award of interest on interest (compound interest) at market based determination unless it is stated otherwise.
- (a) **Receipt of written communications** – Any written communication shall be deemed to have been received if it is delivered to the addressee personally or at his place of business, habitual residence or mailing address or by electronic means.
 - (b) If none of the places referred to in clause (a) can be found after making a reasonable inquiry, a written communication shall be deemed to have been received if it is sent to the addressee’s last known address by registered post.
 - (c) The Communication is deemed to have been received on the day it is so delivered in terms of clause (a) or deemed to be delivered in terms of clause (b).



2. ADR COMMITTEE

- 2.1 The Governing Body/Managing Committee of the ASSOCHAM shall constitute an ADR Committee for performing the functions under the Rules. It shall consist of a Chairman who shall normally be ex officio Secretary General of ASSOCHAM, a Director General nominated by Secretary General of ASSOCHAM and maximum of eight other members, from different disciplines/Ministries such as Director General Foreign Trade, Ministry of External Affairs, Ministry of Finance, Shippers Body, Min of Commerce, Min of Law, EU Commission, Public Sector Corporation etc., subject to their suitability and consenting to be a member.
- 2.2 The Chairman of the above committee may also co-opt not more than four persons to be additional members from different disciplines who can contribute in this committee. Director General will assist the Chairman and function on his behalf in his absence.
- 2.3 The meetings of the Committee will follow the general law of meetings and all decisions will be by simple majority in line with Rules and Law.
- 2.4 The Chairman of the Committee can delegate to the Director General or Registrar or any other functionary all functions for the Day to Day Running of the Centre.
- 2.5 The Chairman of ADR Committee in consultation with any other 2 members will decide on Enrolment of Member and appointment as Mediator/ Conciliator/ ADR Panel Member from the panel of names at the “AICADR” centre.
- 2.6 The Chairman of ADR Committee shall appoint a Registrar or any other person who shall carry out the duties of the Registrar.
- 2.7 The Chairman of the ADR Committee may appoint an Advisory Committee of Competent persons.

- 2.8 The Chairman of ADR Committee in consultation with minimum 2 other member may delete any name (s) from the panel or membership.
- 2.9 The ADR Committee will prepare and submit an annual report and circulate to all the members.

3. INTERPRETATION OF THE RULES

The decision of the ADR Committee in consultation with the Advisory Committee on any question relating to interpretation of these rules or any procedural matter thereunder shall be final and binding on the parties.

4. (i) PANEL OF ADR PANEL MEMBERS, ARBITRATORS, CONCILIATORS AND MEDIATORS

Panel shall be maintained by the Registrar after approval by the ADR Committee from persons who are qualified and possess knowledge and experience in their respective fields of profession or in the field of law and are willing to serve generally or in specific fields and also who are from time to time recommended by the members of the ASSOCHAM or any other person or organization of repute in ADR.

- (ii) The Registrar shall prepare and maintain an up-to-date Panel of names together with adequate information as to their qualifications and experience. Separate lists may be kept and maintained in the Panel for each of the fields of international trade and/or business transactions etc.
- (iii) Prominent experts and businessmen may be conferred Honorary Membership by the ADR Committee.

5. DUTIES OF THE REGISTRAR

- 5.1 The Registrar shall perform the following duties:
 - a) Receive applications for Arbitration/ Mediation/Conciliation;
 - b) Receive payment of fees and deposit;

- c) Issue/receive letters /all communication on behalf of AICADR Centre and communicate to them the orders and directions of the ADR Panel Member(s)/Conciliator(s)/Mediator(s).
 - d) Keep a register of applications and of award(s)/decision(s) made by the ADR Panel Member(s)/Conciliator(s)/Mediator(s).
 - e) Keep such other books or memoranda and make such other records or returns as shall from time to time require and generally carry out the directions of ADR Committee so constituted under these Rules and take such other steps as may be necessary to assist such ADR Panel Member(s)/Conciliator(s)/Mediator(s) in carrying out of their functions.
 - f) Administration of the Centre and/or any other function as assigned to him from time to time.
 - g) To appoint ADR Panel Members in consultation with ADR Committee.
- 5.2 The Registrar, if necessary, may delegate to any other officer of the ADR Centre/ ASSOCHAM to discharge such of the functions and administrative duties of the Registrar as are deemed proper and necessary, from time to time, with reference to a particular case or cases and keep ADR Committee so advised, including organizing Conferences etc. as and when so required.
- 5.3 At the end of calendar year, the Registrar will prepare an annual report and accounts as may be prescribed and approved by the DG and Chairman-ADR Committee to be circulated to all members of AICADR and to ASSOCHAM.
- 5.4 "AICADR" will, as required, may have mutual co-operation agreements with any other Arbitral Centers / Institutions, with names of ADR panel experts nominated to each other panels.

5.5 ASSOCHAM AICADR, if desired by parties conduct ADR as agreed under any other rules to be administered by AICADR and charge administrative cost on case to case basis.

6. MEMBERSHIP/EMPANELMENT.

Persons who want to be members of the Centre and or to be on Panels of ICADR Centre can apply on payments as prescribed on formats (Annex-1)

7. RULES

Respective detailed rules on Arbitration, Conciliation and Mediation are annexed at Part II, III & (IV) herein which may be amended to by majority of the ADR Committee Members in consultation with the Advisory Committee.

8. Time Table

- (i) The Tribunal (ADR Panel Member(s)/ Conciliator(s)/Mediator(s) appointed shall after its first meeting communicate the time table to the Registrar along with the time period for publication of the result/ decision/award which should be adhered to and may not exceed 1 year.
- (ii) The Tribunal may, where necessary, secure agreement of parties to dispense with formal proof of documents, except the questioned documents.
- (iii) Tribunal may implead material party to the proceedings with the consent of the parties and the written consent of the party to be impleaded. The proportionate fees will be paid by the new party as determined by the Tribunal.

9. Language

- (1) The parties are free to agree upon the language or languages to be used in the proceedings or in the alternative, English shall be the language.
- (2) Failing any agreement referred to in sub rule (1), the Tribunal shall determine the

language or languages to be used in the ADR proceedings.

- (3) The agreement or determination, unless otherwise specified, shall apply to any written statement by a party, any hearing or any arbitral award, decision or other communication by the ADR Tribunal.

10. Guidelines

- 10.1 Guidelines to be followed in the ADR cases to the maximum possible extent and also absolves any liability by ADR Tribunal or any official of AICADR
- 10.2 International Bar Association (IBA) guidelines on conflicts of interest in International Arbitration (2014). (Annexure-2)
- 10.3 International Bar Association (IBA) Guidelines “Code of Ethics” (Annexure-3)
- 10.4 International Bar Association (IBA) Guidelines on party representation in International Arbitration (Annexure-4)
- 10.5 IBA Guidelines on Impartiality by and Disclosure (Annexure-5)
- 10.6 Any other Guidelines of IBA related to Arbitration already existing or promulgated in future including Indian High Court/ Supreme Court Guideline/Manual on Mediation etc.
- 10.7 Counsel, if any shall comply Indian Bar Association Rules and Code of Conduct

11. General Principles

- 11.1 In the interpretation of these rules, regard is to be had to its international need to promote uniformity in its application and the observance of good faith.
- 11.2 Questions concerning matters governed by these rules which are not expressly settled in it are to be settled in conformity with the general principles on which these rules are based.

ANNEXURE-1

MEMBERSHIPS OF “AICADR” AND CENTRES

1. Centres other than Delhi will be created as and when decided by ADR Committee
2. Membership is open to any person or body, who is of good standing, and with a bona fide interest in ADR (Arbitration, Mediation & Conciliation) and including lawyers, ADR Panel Members, mediators, conciliations, experts, academician, businessmen, law firms, specialized experts of particular subject, maritime/construction, commercial and trading persons and organizations.

3. Types of Membership

- i. Individuals
- ii. **Corporate**
Associations/firms/companies/undertakings/ others
- iii. Others as may be decided by ADR Committee e.g. Life Member/Honorary Member etc.
- iv. Any qualified person may offer to be on the panels as ADR Panel Member/Mediator/ Conciliator as decided by the ADR Committee

4. Requisite Form

The requisite FORM as enclosed as Annexure 1-A is to be filled and sent to AICADR with registration fee and first subscription

5. Benefits to the Members

- i. Use infrastructure facility including library etc.
- ii. Receive the “AICADR” Bulletin on internet as and when decided by ADR Committee
- iii. Through conferences, seminars, workshops and lectures, share ideas, exchange knowledge and to network.
- iv. Members enjoy discounted registration fees at conferences and seminars
- v. Preferential rates for advertising in the Bulletin
- vi. Sponsorship opportunities
- vii. Lecture/ programme/ event invitation
- viii. Act as arbitrators/ mediators/ conciliators



ANNEXURE-1-A
AICADR MEMBERSHIP FORM

(g) References: (i)
(ii)

1. Type of Membership Applied (Please refer Clause 8):

- (I) Individual
(II) Corporate

2. Membership

- (I) Yearly
(II) Life time

3. Name of Individual/Organization:

4. Address:

5. Tel.: Mob.:
Fax:

6. Email:

7. For Individual Members only

- (a) Academic Degrees or Qualifications
- (b) Professional Experience
- (c) Fields of expertise
- (d) Arbitration/ Mediation/ Conciliation Experience
- (e) Number of arbitration cases in which you have acted as:-

	Chairman of ADR Tribunal	Sole ADR Panel Member	Co ADR Panel Member	Party's Counsel	Other
International Institutional Arbitration					
International Ad-hoc Arbitration					
Institutional Domestic Arbitration					
Ad-hoc Domestic Arbitration					

(f) Current CV (Please Attach)

8 AICADR MEMBERSHIP DETAILS:

Categories	Membership Fee Excluding Service Tax as applicable
(I) Individual Membership	
(a) Annual	Annual fee: Rs. 1,000/- One time joining fee: Rs 500/-
(b) Life Time	Life time fee: Rs. 10,000/- One time joining fee: Rs. 500/-
(c) ADR Panel Member/Mediator/ Conciliator (Please tick) <i>Empanelment (for Life Members only on approval by ADR Committee)</i>	Rs. 2,500/-
(II) Corporate Membership Associations / Firms / Companies / Undertaking / others	
(a) Annual Corporate Membership (up-to 4 nominated representative from the same organization)	Annual fee: Rs 5,000/- One time joining fee: Rs 2,500/-
(b) Life Corporate Membership (upto 4 nominated representative from the same organization) Please furnish: Name, Designation and Contact Details of 4 nominated persons on organization's letter head along with this application form	Life membership fee: Rs. 50,000/- One time joining fee: Rs. 2500/-
<i>Note: The membership fee covers period from January to December. Except life members, others have to pay proportionate fee for fraction of the calendar period as applicable, subject to minimum 6 months period.</i>	

9. Mode of payment

Cheque /Draft in favour of "ASSOCHAM-ICADR"

For bank transfer

Bank: State Bank of Hyderabad
Branch Code: 20588 (Kailash Colony, New Delhi- 110048)
Account No: 62423605530
IFSC Code: SBHY0020588
MICR Code: 110004007
SWIFT Code: SBHYINBB034

Signature:

Name:

Date:

Place:



ANNEXURE-1-B

MODEL STATEMENTS OF INDEPENDENCE AND DISCLOSURE PURSUANT TO ADR RULES to be signed by the ADR Panel Member/Arbitrator/ Conciliator/Mediator/Expert (on a Rs. 10/- Non judicial stamp paper.)

Circumstances to Disclose

I am impartial and independent of each of the parties (give name) and intend to remain so. To the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties and the other ADR Panel Members of any such circumstances that may subsequently come to any attention during this arbitration.

Circumstances to Disclose

I am impartial and independent of each of the parties and intend to remain so. Attached is a statement made pursuant to Article 11 of the “AICADR” Rules of (a) my past and present professional, business and other relationships with the parties and (b) any other relevant circumstances [include statement] I confirm that those circumstances do not affect my independent and impartiality. I shall promptly notify the parties and the other ADR Panel Members of any such further relationships or circumstances that may subsequently come to my attention during this arbitration.

Note: Any party may consider requesting from the ADR Panel Member the following addition to the statement of independence.

I confirm on the basis of the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently, efficiently and in accordance with the time limits in the Rules.

Signature
ADR Panel Member
Conciliator
Mediator
Expert

Address:.....
.....
.....
.....
E-mail:.....
Telephone:.....
Mobile:
Date:.....

ANNEXURE-1-C

FEES/COSTS OF ADR GUIDELINES

“AICADR” Centre has adopted the Law Commission 246th Report Guidelines as under:

(i) Sum in dispute (Rs.)	Fees (Each ADR Panel Member)
Upto Rs. 5,00,000/-	Rs. 45,000/-
Above Rs. 5,00,000/- and upto Rs. 20,00,000/-	Rs. 45,000/- + 3.5% of the claim amount over and above Rs. 5,00,000/-
Above Rs. 20,00,000/- and upto Rs. 1,00,00,000/-	Rs. 97,500/- + 3% of the claim amount over and above Rs. 20,00,000/-
Above Rs. 1,00,00,000/- and upto Rs. 10,00,00,000/-	Rs. 3,37,500/- + 1% of the claim amount over and above Rs. 1,00,00,000/-
Above Rs. 10,00,00,000/- and upto Rs. 20,00,00,000/-	Rs. 12,37,500/- + 0.75% of the claim amount over and above Rs. 10,00,00,000/-
Above Rs. 20,00,00,000/-	Rs. 19,87,500/- + 0.5% of the claim amount over and above Rs. 20,00,00,000/- with a ceiling of Rs. 30,00,000/-

- In the event, the ADR Panel Member to be appointed is a Sole ADR Panel Member; he shall be entitled to an additional amount of 25% on the fee payable as per the table set out above.

(ii) Conciliation & Mediation

Fee payable to Conciliator and Mediator, will be 50% of the above ADR Panel Member’s fees.

(iii)

- All travel costs to the ADR Panel Member/ Conciliator/Mediator/ the Registrar etc. boarding and lodging
- Air / AC Travel. For ADR hearing in local city conveyance charge of Rs. 1000/- per hearing.

- Any foreign national member in the panel the above rate will multiply by the parity price of Indian rupees with the currency of the nationality of the Panelist/Mediator/ Conciliator/ADR Panel Member.

- In order to conclude ADR promptly with the period agreed and Rule 8 of the General Rule (Part I), the incentive of 20% can be considered if award is declared within 9 months from its commencement or 10% if within 12 months duration.

- Summary ADR Panel Member Fees will be 66% of above rates.

(vi) Administrative Fees by AICADR

In addition to above fees/expenses, ICADR Centre will charge

- Registration of ADR case Rs.25,000/- payable in advance
- Administrative fees 2% of amount in dispute including counter claim(s) if any payable in advance
- All other facilities on cost On each occasion from time to time