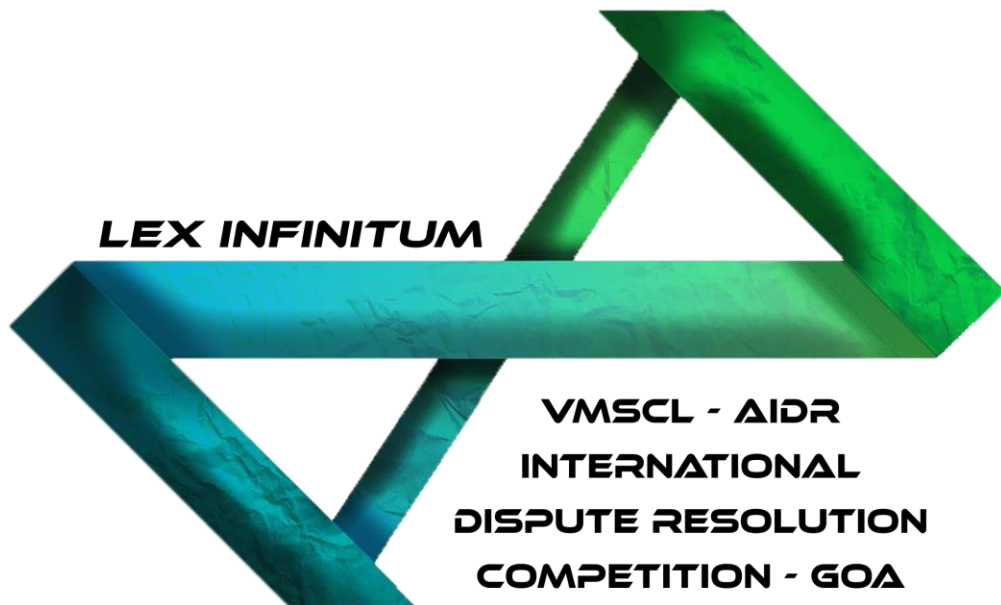


**VMSCS - ADR**

**LEX INFINITUM 2023 - INTERNATIONAL  
DISPUTE RESOLUTION COMPETITION**

**GUIDELINES & RULES**



**23<sup>rd</sup> February 2023 – 25<sup>th</sup> February 2023**

**OFFLINE COMPETITION**

## **FOREWORD – LEX INFINITUM 2023 RULEBOOK**

*The Organising Committee is ecstatic to announce, V.M. Salgaocar College of Law and the Association for International Dispute Resolution (AIDR) have decided to conduct the 8<sup>th</sup> Edition of the Lex Infinitum - International Dispute Resolution Competition, 2023 in an offline format. All due protocols will be followed to ensure your safety. We hope to welcome all of you just the way we have pre-covid, we look forward to hosting and hope you have a knowledge enriched time and experience.*

Feel free to contact us on our E-mail ID [teams.lexinfinitum@gmail.com](mailto:teams.lexinfinitum@gmail.com) for any further queries. You can also call or message us on WhatsApp on the numbers given below:

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## **1. DEFINITIONS**

The terms and phrases used in this Rulebook shall have the meanings as defined hereunder, unless specified otherwise in a particular Rule:

- a) “Applicant Teams”** refers to all Negotiating Teams and Mediators which duly fill the Application Forms.
- b) “Competition”** refers to the Lex Infinitum: International Dispute Resolution Competition, 2023.
- c) “Competition Problem”** refers to a problem framed by the Problem Committee, to be used in the Competition Sessions.
- d) “Competition Room”** refers to the room in the Host College which shall be used for the conduct of a Main Round.
- e) “Competition Session”** refers to each round of the Competition, which involves four primary stages - the Confidential Information Session, the Main Round, Scoring, and Feedback.
- f) “Competition Session Participants”** refers to the members of the two Negotiating Teams, and one Mediator who are being assessed in the Competition Session.

- g)** “Confidential Information” refers to the key points of information provided to Negotiating Teams regarding the party they represent [Requesting or Responding Party], and each Team involved in a particular Competition Session shall have different Confidential Information.
- h)** “Confidential Information Session” refers to the time period in which Negotiating Teams are provided access to Confidential Information.
- i)** “Current Academic Year” refers to the Academic Year 2022 – 2023
- j)** “Feedback” refers to the critique provided by Expert Assessors to the Competition Session Participants, in relation to each of their performances in the Main Round.
- k)** “Handout” refers to a pre-prepared sheet of A4 paper which contains any diagram/picture/text aid to help the party explain their point of negotiation.
- l)** “Host Institution” refers to V.M. Salgaocar College of Law.
- m)** “Institution/s” refers to all Colleges and Universities around the world.
- n)** Main Round” refers to the stage of Competition Session

immediately following the Confidential Information Session, where the Selected Teams are tasked to negotiate/mediate, as the case may be, on the basis of a specified Competition Problem.

- o)** “Mediator” refers to a participant designated as a Mediator.
- p)** “Negotiating Team” refers to a team comprising of two participants - one Counsel and one Client - from the same institution.
- q)** “Official Website” refers to the official website of the Competition, [www.lexinfinitum.in](http://www.lexinfinitum.in).
- r)** “Registration Forms” refers to the forms for Negotiating Teams and Mediators respectively, as provided on the Official Website.
- s)** “Registration Fee” refers to the fee to be paid by Selected Teams for participation in the competition.
- t)** “Rule” refers to a particular individual rule contained in this Rulebook, along with the sub-rules/ points thereunder.
- u)** “Rules” collectively refers to the rules contained in this Rulebook.
- v)** “Session Supervisor” refers to member/s of the Host Institution designated as such, in charge of overseeing the



smooth conduct of every Competition Session.

- w)** “Scoring” refers to the marks assigned by Expert Assessors to Competition Session Participants for their performance in the Main Round, in accordance with Rules 8 and 9.
- x)** “Selected Teams” refers to Applicant Teams selected to participate in the Competition Rounds of Lex Infinitum 2023, who have completed the Final Registration and paid the Registration Fees.
- y)** “Team Code” refers to the unique identification code assigned to a team, upon compliance with the procedure.

## **2. GENERAL**

**2.1.** The 8<sup>th</sup> Edition of Lex Infinitum: International Dispute Resolution Competition, 2023, organized by V.M. Salgaocar College of Law in collaboration with AIDR (Association for International Dispute Resolution) will be held offline from **23<sup>rd</sup> - 25<sup>th</sup> February 2023.**

**2.2.** All of the Rules contained herein are mandatory in nature, and penalties for non-compliance, where existent, are provided for in the relevant Rule/s.

**2.3.** For Competition Sessions, Teams mediate Competition Problems complemented by Confidential Information (hereinafter “CI”). The Negotiating Teams will compete in Two Preliminary Rounds which are followed by the “Quarter Final,” the “Semi-final” and “Final”.

**2.4.** The Mediator will compete in two Preliminary Rounds, which is followed by the “Semi- Final” (The Quarter Final Round for Negotiating Teams shall be the Semi Final Round for Mediators), and the “Mediation Final”. (The Semi Final Round for Negotiating Teams shall be the Final Round for Mediators).

### **3. PARTICIPATION AND ELIGIBILITY**

#### **3.1. ELIGIBILITY OF TEAMS**

- 3.1.1.** The Competition is open to *bonafide* students of any stream who are:
- A. Enrolled in any undergraduate course at Institutions worldwide,  
AND
  - B. Are registered in their respective Institutions as full-time / part-time students / exchange students for the Current Academic Year.

**3.1.2.** The ‘Counsel’ Member of a Negotiating Team shall be a law student; while the other Team member may be from any stream of that Institution.

**3.1.3.** The member applying as a Mediator may be from any stream of the respective Institution.

**3.1.4.** Each Institution can enter either one or both of the following:

- One Negotiating Team
- One Mediator

**3.1.5.** If a University is sending any teams as stipulated in the rule mentioned above, the members of the respective teams may be from different colleges affiliated with the University. However, if a specific College is sending any such teams, all students need to be from the same College.

## **3.2. TEAM COMPOSITION**

**3.2.1.** Each Negotiating Team shall comprise of two participants - 1 Counsel and 1 Client respectively.

**3.2.2.** The Negotiating Teams shall indicate which Participants are designated as Client and Counsel at the time of completing the Final Registration.

**3.2.3.** The designation of Participants as ‘Client’, ‘Counsel’, ‘Mediator’ will remain unchanged throughout the Competition.

### **3.3. COACH**

**3.3.1** Each Team may register up to one Coach who may be:

- a) A Professor [Full-time or Adjunct] from their Institution, OR
- b) A Qualified Lawyer, OR
- c) An ADR Professional

**3.3.2** In order to register a Coach, a team shall pay the extra amount stipulated under the heading “Registration Fees” found hereafter.

**3.3.3** Coaches will be entitled to avail all the facilities provided to the participants, including meals, however accommodation and transport shall not be provided to the coach.

**3.3.4** The name of the Coach, if any, shall be indicated in the Form/s filled by the Applicant Team. The registered Coach alone will be permitted to interact with his/her Team during the preparation time, including the time after the distribution of CI. The teams shall not communicate with anyone other than the Team’s registered Coach after the distribution of CI.

**3.3.5** During the Main Round of a Competition Session, the Teams shall not communicate with anyone except the other indicated

Negotiating Team and the indicated Mediator.

**3.3.6** The Coaches may attend and observe the Competition Sessions involving their Team but will not be allowed to communicate with anyone while the Competition Session is in progress.

**3.3.7** A Coach shall not be a person who is attending Lex Infinitum 2023 as an Expert Assessor, nor has attended Lex Infinitum as a participant in the last two years.

#### **4. APPLICATION, SELECTION OF TEAMS AND FEES**

##### **4.1. APPLICATION AND SELECTION OF TEAMS**

The Selection of Teams for the Competition involves three stages:

**4.1.1.** Application by the Teams,

**4.1.2.** Selection Process by the Selection Committee, and

**4.1.4.** Final Registration by Selected Teams.

**4.1.1** The google form for applications is posted on the Official website- [www.lexinfinitum.in](http://www.lexinfinitum.in). The applicant teams shall duly fill the same and submit on or before **20<sup>th</sup> October 2022, 23:59 Indian Standard Time.**

**4.1.2** For the Selection Process, The Selection Committee,

consisting of V.M. Salgaocar College of Law and the Advisory Committee, will shortlist a total of 24 Teams out of all the Applicant Teams that have successfully completed the Application by the above-mentioned deadline.

**4.1.3** The Selection Process is entirely within the discretionary power of the Selection Committee, and any decision taken by the Selection Committee shall be considered as final. The names of the Selected Teams will be communicated to them through email on **1<sup>st</sup> November 2022**

**4.1.4** The Selected Teams will have time till **15<sup>th</sup> November 2022, 23:59 Indian Standard Time**, to complete the Final Registration according to the instructions sent to the Selected Teams through email and pay the Registration Fee. The Selected Negotiating Teams will have to specify the designations of ‘Client’ and ‘Counsel’, in accordance with the instructions sent to them.

**4.1.5** Upon completion of the Final Registration and payment of the Registration Fee within the stipulated time limit, the Registration of the Team concerned as a participant in the Competition shall be confirmed, and such Team will be assigned a Team Code.

**4.1.6** A Selected Team’s failure in completing the Final Registration, and/or failing to pay the whole or any part of the

Registration Fee will forfeit the spot of such selected Team in the Competition.

**4.1.7** In case, of failure in completing the Final Registration, and/or failing to payment of the Registration Fee will result in forfeiture of their selection and selection committee shall in its discretion replace the team from among the applicant teams.

**4.1.8** In addition to the completion of Final Registration as stated above, Selected Teams must mandatorily attend the Training Sessions [Negotiating Teams Training Session, mandatory for Negotiating Teams; and the Mediator Training Session, mandatory for Mediators] being held on **23<sup>rd</sup> February 2023 at 9:00 am**. If a Selected Team fails to attend the Training Session applicable to it, its participation in the Competition may be forfeited by the Host Institution.

## **4.2. REGISTRATION FEES**

Registration Fees will have to be paid by the Selected Teams within the deadline/s stipulated.

### **4.2.1 Registration Fee - International Teams:**

The Registration Fees for Applicant teams from Institutions outside India are as follows:

- International Negotiating Team [Two-member team] - **\$350/- USD**

- International Mediator [One-member team] - **\$150/- USD**
- A separate fee shall be charged for the Coach registered by the Teams, if any - **\$100/- USD**

#### **4.2.2** Registration Fee - National Teams

The Registration fees for Applicant Teams from Institutions in India are as follows:

- National Negotiating Team [Two-member team] - **INR 20,000/-**
- National Mediator [One-member team] - **INR 10,000/-**
- A separate fee shall be charged for the Coach registered by the Teams, if any - **INR 5,000/-**

**4.2.3** Teams are permitted to have a coach join them virtually for the duration of the CI Session. The teams which avail the above shall intimate the same through the registration form.

**4.2.4** The teams which avail the online coach facility shall be exempted from paying the coach's fee mentioned above.

#### **4.2.5** Mode of Payment of Registration Fees

The fees shall be paid once the selection of a team is confirmed with the stipulated time via a Bank Transfer, Net Banking, NEFT Transaction, Wire Transfer or Remittance through SWIFT Payment or any other suitable means to the details that shall be sent to the selected teams. The selected teams shall be intimated via email regarding the payment of fees.



Upon payment of Registration Fees, the teams shall email a screenshot or any other proof of the payment to the following email ID **teams.lexinfinitum@gmail.com**

## **5. ACCOMMODATION & TRAVEL**

The Organizing Team will provide the following:

**5.1** Accommodation to all Participating Teams. (Accommodation will not be provided to the Coach and, where the relevant fee, as applicable, has been paid).

**5.2** A three-member team (2 negotiators and 1 mediator) of any college regardless of gender shall be accommodated together in a same room.

**5.3** However, if a team comes with only two or one members(s), The OC reserves the right to assign suitable accommodations as they see fit, wherein, they will try to accommodate, but do not guarantee, all participants in one room be of the same gender.

**5.4** Transportation will be provided for the Participating Teams only (not including the Coach) for the Event days for the purpose of attending the Competition and social/networking events. Please note, this does not include pick up and drop from the airport/station to the Accommodation.

## **5.5 ENTITLEMENTS**

### **5.5.1 Participating Teams**

- a. Accommodation
- b. Breakfast and Lunch on all competition days
- c. Transport (hotel to college and back)
- d. Invitation to Inaugural and Valedictory

### **5.5.2 Coaches**

- a. Breakfast and Lunch on all competition days
- b. Access to view competition round
- c. Invitation to Inaugural and Valedictory

## **6. COMPETITION SESSIONS**

### **6.1 LANGUAGE**

**6.1** The language that will be followed during the course of all the events and Competition Sessions of Lex Infinitum 2023 is English.

**6.1.1** The use of any other language besides English is forbidden especially during Workshops and all Competition Sessions. During Competition Sessions, the Negotiators of the same Negotiation Team are allowed to talk in other languages only during their breaks and CI Session.

## **6.2 TEAM PARTICIPATION IN COMPETITION SESSIONS**

**6.2.1** The Teams shall participate in one Competition Session: Negotiating Teams (the Requesting and Responding Parties respectively), and a Mediator.

**6.2.2** For the Preliminary Rounds, the Organizing Committee, shall assign the Negotiating Teams and Mediator for each Competition Session and decide the roles of the Negotiating Teams (Requesting or Responding Party). To avoid any conflict of interest, the Mediators will not be assigned to Competition Sessions in which any Negotiating Team belongs to the same Institution as that of the Mediator.

**6.2.3** Fixtures for the Quarter Finals, will be decided on the basis of their rank obtained in the Preliminary Round. However, the side (Requesting and Responding) shall be determined by draw of lots.

**6.2.4** Semi Finals Round and Final Round, the fixtures will be decided on the basis of their ranking in the previous round coupled with a knock out style eliminator.

**6.2.5** The Final Round of the Negotiation Competition will be mediated by the Professional Mediator selected by the Host Institution from the Expert Assessors.

## **6.3 COMPETITION SESSION TIMINGS**

**6.3.1** The schedule for the competition rounds will be available on the Official Website as well as will be sent to the Participants via email.

**6.3.2** Each Competition Session will last for 120 minutes, and consists of the following stages:

**6.3.2.1** CI Session– 30 minutes

**6.3.2.2** Main Round – 60 minutes [including Caucus & Breaks]

**6.3.2.3** Scoring by Expert Assessors – 10 minutes

**6.3.2.4** Feedback for Session Participants – 10 minutes

## **6.4 ASSESSMENT**

**6.4.1** Expert Assessors will be selected and assigned by the Organizing Committee to score the performance and provide feedback to the Participants to help them move through the Competition rounds and improve their mediation and negotiation skills.

**6.4.2** The Organising Committee will, as far as possible, make sure that in each Competition Session, Expert Assessors do not have conflict of interests with the assigned Teams, in particular that Expert Assessors and Teams do not belong to the same Institution.

**6.4.3** An Expert Assessor shall not be a Coach at Lex Infinitum 2023, nor shall have coached any participant for Lex Infinitum 2023 or for any competition prior to Lex Infinitum 2023.

**6.4.4** Each Expert Assessor shall inform the OC of any relationship with a participant, Team, Coach, University or College that may raise, in the minds of any Team, Expert Assessor, Coach, or participant, the ability of that Expert Assessor to carry out his/her responsibilities impartially.

## **6.5 CONFIDENTIAL INFORMATION SESSION**

**6.5.1** Prior to the Main Round the CI will be made available to the Negotiating Teams only.

**6.5.2** The Mediators will not be part to the CI Sessions as they are not provided with any Confidential Information.

**6.5.3** Negotiating Teams shall have access to the CI for 30 minutes only.

**6.5.4** Each Negotiating Team along with its Coach, if any, shall use the allotted CI Room to discuss the CI amongst themselves and prepare for the Main Round. The Negotiators and the Coach are not permitted to have any contact or communication whatsoever with any other person/s once the CI has been provided.

**6.5.5** Failure to adhere to the above-mentioned rule will result in a penalty, which shall be decided by the Expert Assessors assessing the respective Main Round, or the Organizing Committee.

## **6.6BREAK**

**6.6.1** Each Negotiating Team and the Mediator may request for one Break each during every Main Round.

**6.6.2** A Break may be for a maximum of 3 (three minutes) only. The Negotiating Team/ Mediator requesting the break will be responsible for adhering to the time limit. Failure will result in a penalty. The penalty will be decided by the Expert Assessors assessing the respective Main Round.

## **6.7CAUCUS**

**6.7.1** A Caucus (i.e., a private session) may be called by a Negotiating Team or by the Mediator. The Mediator may conduct only one Caucus with each of the Negotiating Teams. Each of the Negotiating Teams can call for one Caucus only.

**6.7.2** The Competition Session Participants that are not part of the Caucus will be required to leave the Competition room during that time, along with their Coach. The prohibition on Coach communication will be applicable during a Caucus.

**6.7.3** Caucus may last for a maximum of 5 minutes. The Mediator will be responsible for managing the Caucus and adhering to

the time limit.

**6.7.4** Failure to adhere to the time limit will result in a penalty, which will be decided by the Expert Assessors assessing the respective Competition Session.

**6.7.5** Caucuses shall be called for only when the Negotiating Team or the Mediator finds the need of doing so. Neither the Negotiating Team, nor the Mediator is required to call for any Caucus. The Caucus called by the Negotiating Teams will be considered as the Caucus for the Mediator as well.

## **6.8 TIMEKEEPING**

**6.8.1** A Session Supervisor will be appointed by the Organizing Committee during the Competition Sessions to manage the overall timekeeping of each Session. The Session Supervisor's decision on timekeeping is final.

**6.8.2** The Negotiating Teams and the Mediator are, however, responsible for managing their time and adhering to their time limit as according to the rules of the Competition.

## **6.9 REFERENCE MATERIAL, GADGETS AND HAND OUTS**

**6.9.1** In a Competition Session, teams are permitted only the use of personal notes and stationery items.

**6.9.2** The members of Competition Session participants are prohibited from using any other Electronic Gadget that allows for any form of communication, including, but not limited to: laptops, tablets, mobile phones, smart bands, smartwatches, etc.

**6.9.3** The use of calculators and watches that do not allow for any form of communication is permitted.

**6.9.4** During the Competition Session, the participants may provide the other party, mediator and the expert assessors with any pre-prepared handouts, like any diagrams or text, on an A4 size sheet before the session begins to better their explanation. (Total 3 copies)

**6.9.5** The use of any resource and/or exhibit other than those indicated in Rules is strictly prohibited. Failure to adhere to the Rules contained will result in a penalty. The penalty will be decided by the Expert Assessors assessing the respective Main Round.

## **6.10 DRESS CODE**

The Dress code for Lex Infinitum 2023 is Business Formal (Indian or Western).



## **6.11 PHOTOGRAPHY/ FILMING**

**6.11.1** Competition Session Participants, Coaches, and Expert Assessors are deemed to have agreed to the use of photography and videotaping by the Host Institution during the entire duration of Lex Infinitum 2023.

**6.11.2** Competition Session Participants, Coaches, and Expert Assessors are deemed to have agreed without any reservations to the use of their photographed images /videos by the Host Institution and AIDR.

**6.11.3** Any special requests seeking exclusion/s to the above, may be conveyed to the Host Institution by way of an email to [teams@lexinfinitum.in](mailto:teams@lexinfinitum.in), with the subject “Request for Exclusion from Photography/Filming”, no later than on the first day of the Competition.

## **7. COMPETITION FORMAT**

### **7.1. PRELIMINARY ROUNDS 1 & 2: DAY 2**

**7.1.1** All Negotiating Teams and Mediators will participate in two Preliminary Rounds.

**7.1.2** Preliminary Rounds 1 and 2 will consist of a total of 24 Competition Sessions, of which all rounds will be on Day 2. The final Competition schedule shall be provided by the Host Institution prior to the beginning of the first Competition Session.

**7.1.3** Each Negotiating Team will represent the Requesting Party once, and the Responding Party once, in the course of its two Preliminary

## Rounds

**7.1.4** Negotiating Teams will compete once using Problem No. 1. in the Preliminary Round 1; and once using Problem No. 2 in the Preliminary Round 2.

**7.1.5** Each session will be evaluated and scored by two Expert Assessors assigned by the Host Institution.

## **7.2 QUARTER FINALS ROUND: DAY 3**

**7.2.1** The 8 highest scoring Negotiating Teams and the 4 highest scoring Mediators from the Preliminary Rounds will proceed to the Quarter Finals Round.

**7.2.2** The Quarter Final Round will be conducted as a Knock Out.

**7.2.3** The Quarter Finals Round will consist of a total of 4 Competition Sessions, involving two Negotiating Teams each. The pairings of competing Negotiating Teams will be decided in the following format.

- a. The 8 qualifying Negotiating Teams will be ranked as “T1 – T8” based on their aggregate score of the Preliminary Rounds. (“T1” being the Negotiating Team securing the highest score.)
- b. The Negotiating Teams competing against each other will be assigned in the following manner:

“Group A”	“Group B”
T1	T5
T2	T6
T3	T7
T4	T8

- c. The roles played by the Negotiating Teams (Requesting /Responding party) will be decided by draw of lots.

**7.2.4** The Mediators for the Main Rounds of Competition Sessions shall be decided by draw of lots.

**7.2.5** The Host Institution reserves the right to make any changes to the fixtures in order to avoid the Mediator and Negotiating Team from the same Institution in the same Mediation Room. There will be four simultaneous Competition Sessions for this Round

**7.2.6** Each session will be evaluated and scored by Three Expert Assessors assigned by the Host Institution.

**7.2.7** The winning Negotiating Team of each Competition Room of the Quarter –

Finals Round shall proceed to the Semi Finals. The winning

Negotiating Teams of each competition room of the Quarter Finals shall proceed to the Semi-Final Round.

The two highest scoring Mediators proceed to the Semi-Final Round [this shall be the final round for the Mediators.]

### **7.3 SEMI-FINALS ROUND: DAY 3**

**7.3.1** The Semi-Final Round will be the Final Round for the Mediators.

**7.3.2** The Semi-Final Round is a Knock-Out Round, and there will be two simultaneous Competition Sessions for this Round.

**7.3.3** The roles of the Negotiating Teams (as Requesting and Responding Party), and the Mediator to be assigned for the Competition Sessions of the Semi Finals Round will be decided by a draw of lots, unless allotment becomes necessary to avoid a Mediator facing a Negotiating Team from the same Institution.

**7.3.4** Each Semi-Final Main Round will be evaluated by four Expert Assessors (Two Expert Assessors for Negotiating Teams, and Two Expert Assessors for the Mediator), assigned by the Organizing Committee.

**7.3.5** The Winner and Runner-up in the Best Mediator category will be decided after the Semi-Finals Round itself, on the basis of the higher scoring mediator. However, the results for the same will be announced only at the Valedictory Function.

## **7.4 FINAL ROUND: DAY 3**

**7.4.1** The winning Negotiating Teams of the Semi- Finals Round shall advance to the Final Round.

**7.4.2** The Roles (as Responding Party and Requesting Party) of the two Negotiating Teams will be decided by a draw of lots.

**7.4.3** The Final Round of the Negotiation Competition will be mediated by the Professional Mediator selected by the Organizing Committee from the Expert Assessors.

**7.4.4** The Final Round will be evaluated and scored by Five Expert Assessors, assigned by the Organizing Committee.

## **8. COMPETITION PROBLEMS**

**8.1.1.** The Competition Problem shall be distributed to all Teams. There will be **five separate Competition Problems** used during Lex Infinitum 2023:

- a. Problem 1 for the Preliminary Round 1 (Session 1 and 2)
- b. Problem 2 for the Preliminary Round 2 (Session 1 and 2)
- c. Problem 3 for the Quarter Final Round
- d. Problem 4 for the Semi Final Round
- e. Problem 5 for the Final Round.

**8.1.2.** The Competition Problems will be made available on the Official Website and shall also be communicated to the Participants.

**8.1.3.** The Selected Teams must rely only on the facts mentioned in the Competition Problem. Neither the Negotiators nor the Mediators are empowered to create any new facts or change any of the fact of Competition Problem, but they may make arguments or statements that can be reasonably inferred only from the facts mentioned in the problem.

**8.1.4.** Failure to adhere will result in a penalty, which will be decided by the Expert Assessors assessing the Main Rounds of the Competition Session.

**8.1.5.** The Problem Committee and the Advisory Committee of the Competition shall have the sole authority to interpret any Competition Problem.

**8.1.6.** Teams will have 7 days from the release of the Competition Problems to email requests for clarifications to teams.lexinfinitum@gmail.com. Such emails must have the subject text in the following format – “Clarification re Problem: Team Code” .

**8.1.7.** Each Team may ask for up to three requests for clarifications per Competition Problem. Requests for clarifications may be made

only to G any Competition Problems. The Clarifications shall be released by the Organizing Committee on the Official Website and communicated to the Teams.

## **9. SCORING**

9.1. Throughout the Competition, the Negotiating Teams and Mediators will be evaluated and scored separately and may qualify for the subsequent Competition Sessions, independently of each other.

**9.1.1.** The scoring criteria for Negotiating Teams and Mediators is found in the Scoring Sheets. (See Annexure A for Scoring Sheet for Negotiating Team and Annexure B for Scoring Sheet for Mediator)

## **10. TIE - BREAKER**

### **10.1 TIE - BREAKER FOR NEGOTIATING TEAMS**

**10.1.1** In case of a tie in the score of two or more Negotiating Teams in the Preliminary Rounds or the Quarter Final Round, the Negotiating Team that will advance to the next round shall be decided on the basis of the marks secured for **Criteria 3 (Advocating Interests)**, and in case the tie continues, on the basis of marks secured for **Criteria 8 (Use of Mediator)**.

**10.1.2** In the unlikely event of a continuing tie, the Negotiating Team that will advance to the next round shall be decided by draw of lots.

## **10.2 TIE - BREAKER FOR MEDIATORS**

**10.2.1** In case of a tie in the score of two or more Mediators, the Mediator who will advance to the next round shall be decided on the basis of the marks secured for **Criteria 5 (Effective Mediating Skills)**, and in case the tie continues, on the basis of marks secured for **Criteria 9 (Facilitating option generation)**.

**10.2.2** In the unlikely event of a continuing tie, the Mediator that will advance to the next round shall be decided by draw of lots.

## **11. AWARDS**

**11.1** Negotiation and Mediation Prizes are as follows

- (i) 1<sup>st</sup> Place – Negotiating Team – Winner’s Trophy + Award Certificate
- (ii) 2<sup>nd</sup> Place – Negotiating Team – Trophy + Award Certificate
- (iii) 1<sup>st</sup> Place – Mediator - Winner’s Trophy + Award Certificate
- (iv) 2<sup>nd</sup> Place – Mediator - Trophy + Award Certificate

**11.2** All Teams are entitled to participation Certificates, which will be handed over to the Participants during the Valedictory Ceremony. The Winners and Runners Up will be sent Award Certificates in the same manner. There will be no postage of trophies or certificated to any of the participants.



**11.3** The Trophies referred above shall be handed over to the winning teams, while the Cash Prize shall be electronically transferred to a bank account specified by the winning teams.

## **12. VIOLATION OF RULES**

**12.1** Any violation of the rules will be met with by either by way of deduction of points or by disqualifying the whole Team from the Competition by the Grievance Redressal Committee.

**12.2** Non-compliance with the instructions of a Session Supervisor by the member/s of any Selected Team shall result in a penalty, which be decided by the Expert Assessors assessing the respective Main Round.

**12.3** Any Penalty for any violation of the rules may be imposed on Teams by the Grievance Redressal Committee. The concerned Team will be given a fair chance to show cause why penalty should not be imposed on it. The decision of the Grievance Redressal Committee shall be final.

## **13. RESIDUARY RULES**

**13.1** The Host Institution reserves the right to change the mode of Lex Infinitum to an online mode or postpone or cancel the event shall any unforeseen circumstance i.e., rise in Covid infections or any other such

unforeseeable event, that renders the organization of Lex Infinitum impossible and puts the participants, experts, volunteers and all those part of Lex Infinitum 2023 at risk.

**13.2** If clause 13.1 is brought into effect after the payment of Registration Fees the Host Institution shall refund a part of the Registration Fees according to the circumstances due to which clause 13.1 was brought into effect.

**13.3** The above rules are subject to change and modification as decided by the Host Institution and the Rules Committee. All measures will be undertaken for fair and orderly conduct of the Competition. The decision of the Organizing Committee in all matters regarding the Competition shall be final.

**13.4** In case of any change of rules, all the participating teams shall be intimated duly via email.

**13.5** Time and deadlines will follow Indian Standard Time (IST).

**13.6** All Communications, Queries and Clarifications in relation to the Competition may be emailed to [teams@lexinfinitum.in](mailto:teams@lexinfinitum.in). Any such queries and clarifications by Selected Teams must mention their Team Code in the subject of the email.

**13.7** The Host Institution, through the Rules Committee and the Organizing Committee, has the sole authority to resolve ambiguities or inconsistencies involving the Rules, if any.

**ANNEXTURE A**  
**SCORE SHEET FOR NEGOTIATING TEAMS**

*Scoring Scale : 1= Poor 2=Average 3 = Good 4 = Very Good 5 =Exceptional*

**Name of Institution:**

**Room Number:**

No.	Criteria	Marks
(1)	<p><b>Opening Statement</b></p> <p>Expressing confidence in the process, skillful articulation of facts to put forth the case, persuasive comments to influence the other party.</p>	
(2)	<p><b>Relationship-building and Problem Solving</b></p> <p>Willingness to collaborate, taking initiative to build a problem-solving approach, decision on disclosure of confidential information, strategically sacrificing interests to build a relationship.</p>	
(3)	<p><b>Advocating Interests</b></p> <p>Assessment of one's own strengths and weaknesses, identifying and developing client's real needs and interests, identifying common and conflicting interests.</p>	
(4)	<p><b>Information Gathering</b></p> <p>Non-opinionated approach, reliance on information rather than emotions, relevant and probing questions, strategy for asking uncomfortable questions, questions designed to understand the other parties' interests.</p>	
(5)	<p><b>Mutually Generating Creative Options</b></p> <p>Generating options to satisfy one's needs and interests, efforts made to satisfy other's interests, non-judgmental approach, objective evaluation of options generated by other party.</p>	
(6)	<p><b>Collaborating with the Other party</b></p> <p>Interaction with other party and its object (find solution or fault), use of legal position, principled approach (to avoid soft and hard Negotiation), rapport and trust building, demonstration of listening skills, establishing positive atmosphere.</p>	
(7)	<p><b>Team Work and Coordination</b></p> <p>Effectiveness of collaboration, reliance and faith on each other's ability, working together as a team, communicating with each other, sharing of responsibility, providing mutual support.</p>	

(8)	<b>Use of Mediator</b> Timely and effective use of mediator, mediators' interventions to secure the desired outcome.	
(9)	<b>Effective Negotiation Skills</b> Extent of success in protecting interests, creative ways adopted to achieve goals, reasons for failure in negotiation (if any), conclusion of session, handling of emotions, handling of hard bargaining.	
(10)	<b>Negotiation Strategy</b> Overall strategy developed to deal with the dispute, time spent on relation building, information gathering and slowly moving into negotiation; change of approach, adaptability.	
(11)	<b>Negative Marking (if any)</b> - In case of non-adherence to rules, if party introduces elements which are not within the problem or the Confidential information, time penalty Glaring=5, Flagrant=4, Serious=3, Minor=2, Deliberate inaccuracies=1	
(12)	<b>Total:</b>	

**Name of Assessor:**

**Signature:**

## ANNEXTURE B

### SCORE SHEET FOR MEDIATOR

*Scoring Scale : 1= Poor 2=Average 3 = Good 4 = Very Good 5 =Exceptional*

**Name of Institution:**

**Room Number:**

No.	Criteria	Marks
(1)	<p><b>Opening Statement</b></p> <p>Conveying the importance of the process, tactics adopted to calm parties, effective explanation of the process with special reference to his/her role.</p>	
(2)	<p><b>Establishing Working Atmosphere</b></p> <p>Explanation of the ground rules, balancing adherence to rules with kindness to parties, whether Mediator facilitates an informal discussion or stiff and formal approach (depending on the situation)</p>	
(3)	<p><b>Mediation Process</b></p> <p>Patience, positivity, persistence and professionalism, building of trust and rapport with the parties, maintaining impartial and non-judgmental approach, adherence to ground rules.</p>	
(4)	<p><b>Effective Communication Skills</b></p> <p>Adaptation of techniques of active and passive listening, body language, timely intervention to guide the process of mediation.</p>	
(5)	<p><b>Effective Mediating Skills</b></p> <p>Use of common and conflicting interests to the advantage of the Mediation process, assisting parties to move ahead with the relationship, contribution for an effective process and outcome; assistance in developing a problem-solving approach.</p>	
(6)	<p><b>Profiling Parties Interests</b></p> <p>Elucidating the parties' interests, identifying common and conflicting interests and helping parties generate interests.</p>	
(7)	<p><b>Comprehending party's apprehension</b></p> <p>Encouraging the parties to open up and navigate towards settlement of issues.</p>	

(8)	<p><b>Eliciting Information:</b> Framing of questions, manner of asking uncomfortable questions, collecting information while maintaining an unbiased image, optimum use of time by asking only relevant questions.</p>	
(9)	<p><b>Facilitating Option Generation:</b> Approach adopted in assisting option generation, steps taken to keep options realistic and ethical, encouraging the parties to generate win-win options.</p>	
(10)	<p><b>Sensitivity to ethical and cross-cultural issues</b> Handling of the ethical issues, being sensitive to the different cultural backgrounds of the parties.</p>	
<p><i>Negative Marking (if any) - In case of non-adherence to rules, time penalty, mediator acts more like an Adjudicator or Arbitrator and plays no active role.</i> <i>Glaring=5, Flagrant=4, Serious=3, Minor=2, Deliberate inaccuracies=1</i></p>		
<b>Total:</b>		

**Name of Assessor:**

**Signature:**