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EDITOR'S NOTE

Wishing you a peaceful and prosperous 2011! The call of IIAM to celebrate 2011 as "Community Mediation Year" has evoked great response. For spreading the concept of community mediation and to popularize the same as the primary tool for dispute resolution, many people from different walks of life have come forward as Ambassadors of Community Mediation to form the Committees. Steps for forming such Committees have been initiated by eminent people experienced in the field of mediation in the US, UK and Canada too. We hope to spread the light of peace and harmony in this year.

We look forward to your kind support and guidance.

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2020 Vision – Where in the world will mediation be in 10 years? (Part-2)

: MICHAEL LEATHES

The mediation movement is described as an emerging profession. It meets some of the basic criteria in some places, and none in others, but in only a few places does it meet all the criteria. For those who act as mediators, few have begun their careers in this role. Most moved to mediation from other professions, and it remains largely an "occupation" for most mediators today. Mediation needs to develop from an occupation where anyone can claim to be a mediator, into a true profession. That transition is readily achievable within 10 years, and in the following pages the author offer thoughts on the components that can make it happen.

Promotion – How mediation is presented to its market

Promotion is costly, but is also necessary. Mediation remains greatly undervalued. Few providers have resources for promoting the field, focusing more on promoting their own service offerings and branding. There are few national or international mediation bodies dedicated to expanding the field itself as opposed to growing their own services. Consequently, mediation is not widely accepted as a credible option. This downward spiral needs reversing or mediation will remain locked into a slow-burn trajectory.

There is now widespread recognition that mediation needs to be perceived as an independent profession, and one that meets high standards. What is not yet widely shared is the view that transparency is the key to these goals. Aristotle's Five Senses apply here as everywhere – users will only understand and accept what they can see, hear, touch, smell and taste. Mediation happens in private, but professional skills and competencies need not be equally invisible, unheard, intangible, unscented or unpalatable.

Lord Woolf has said[1]: *Mediation has come a long way, but still has much further to go. The field now needs to evolve quickly into a true profession. High minimum practice and ethical standards need to be set, made transparent and achieved internationally; users – customers – of mediation need to see these standards operating effectively. More and better information must be made available by individual mediators about their skills, capabilities and personalities. Quality and Transparency will enable mediation to grow.*

(Footnotes)

[1] Lord Woolf of Barnes was Lord Chief Justice of England & Wales from 2000-20005. The Woolf Report 1996 was the catalyst for the development of mediation in England & Wales. He is a Judge (non-permanent) of the Court of Final Appeal of Hong Kong, President of the Civil and Commercial Court of the Qatar Financial Centre, and recipient of the International Academy of Mediators' Lifetime Achievement Award 2009.

In August 2010, Professor Sander noted[2] that as mediation has become more pervasive, it is unclear how lay parties can evaluate the quality of mediators and that it is inadequate to just *let the market decide*. He concluded that we should be *heading towards some kind of ... system for appraising the quality and competency of mediators, at least in terms of requiring training*. A few weeks later, the Association for Conflict Resolution (ACR) published draft Model Standards for Mediation Certification Programs[3] and invited comment from its 4,000 mediator members in (mainly) the US.

I expect mediation service providers around the world to collaborate and buy into simple, non-bureaucratic and voluntary high-level international competency, practice and ethical standards. I believe mediators will see the huge value in seeking feedback about their skills from users and peers and have it condensed into an objective summary by an independent person or institution for inclusion as a credible part of their profile. I expect users to rely less on gossip and hearsay when selecting mediators and to focus much more on user feedback summaries. This will apply far beyond mediation to include almost all professional services.

The Demand-Side – User needs are changing

While real estate brokers recite the dogma *Location, Location, Location,* the mantra of companies, government agencies and others that need to account to their stakeholders is *Outcomes, Outcomes, Outcomes*. I have already mentioned the shift from Inputs towards more Outcome Based Education by an increasing number of schools, universities and professional institutions, but ultimately it is the demand side that drives such changes.

The legal profession, gatekeeper of most disputes, is changing as a result. What Professor Julie Macfarlane at the University of Windsor, Ontario so aptly describes as *The New Lawyer*[4] is arriving onto the scene – pragmatic, impatient, creative, daring, solution and results-orientated, process-intolerant, favouring (and skilled in) negotiation, mediation, collaborative practice and restorative justice. Resumés are being re-written.

These *New Lawyers* are in the market for jobs in the world's companies and governments. They are the ones that will increasingly be running day-to-day dispute portfolios, instructing counsel *their way* and in so doing changing the practice of law. A different type of client is now emerging, with new priorities, needs and expectations[5].

(Footnotes)

[2] http://www.mediate.com/articles/sanderdvd06.cfm

[3] http://www.acrnet.org/News.aspx?id=842

[4] *The New Lawyer – How Settlement is Transforming the Practice of Law* by Julie Macfarlane, UBC Press 2010

[5] See: *International Arbitration and Mediation – A Practical Guide* by Michael McIlwrath and John Savage, 2010

Government austerity programs are trimming the cost of civil justice to the public purse, causing sharply increased judicial interest in the resolution of disputes before trial. Almost mandatory mediation is just around the corner.

All this will fuel a rise in collaborative law, where counsel are instructed to resolve a case outside the courtroom but are expressly excluded from representing the client in court should negotiations fail. Mediation will be well-understood by the *New Lawyers*, who will typically have been well-trained in those areas at Law School, independently or in-house. They will be more selective about the skills and attitudes they value in outside counsel. They will expect less legal analysis and more energetic outcome orientation. They will have tools at their fingertips to determine what resolution process to pursue, such as administered or non-administered mediation, and will be adept at selecting the right mediator – having been trained in that skill. This new breed is too impatient to waste time asking for information; if what they need to know about a given mediator does not jump out of their screens in a convincing and credible way, they will simply look to another mediator who provides that information openly. Institutions that restrict information access to certain visitors, such as members who must login and provide password details, or those that use outdated web tools, and mediators who do not offer credible and easily digestible and feedback, will be marginalized by many users.

There will also be a rise in innovations – engagement of mediators in dealmaking, hybrids, inter-cultural intermediaries, counsel whose client is the deal, not a party to it. The opportunities for mediation are immense.

The way to predict the future is to invent it

For the future to *leak* out, it requires a *cut* into some of today's realities: an appreciation of the main drivers[6], an assumption that stakeholders on the service side (mediators, providers and trainers) will act in a way that serves their short and medium term interests in light of a changing market, and that those on the demand side (users, adjudicators, educators and governments) will express their needs clearly. We can also assume that there will continue to be a steady rise in the incidence of disputes, an ongoing user desire to rank outcomes above process, and an ever more educated and informed user base.

Another reality is that mediation is a highly fragmented field. Service providers are in strong competition. This inhibits proper dialogue about the future and the ability of the main players to agree concrete goals for the field. Mediation, like any other endeavour, has its sceptics – those prematurely disappointed in the future and unable or unwilling to change – as well as visionaries and leaders who have already beaten a path through uncharted territory, appreciated that the future belongs to those who prepare now, and are willing to pursue bigger targets in the absence of an overall professional mission.

This balkanized field is pulled in different directions, unsure whether it is a branch of law or psychology, an art or science, ADR or negotiation, and whether it needs a philosophy, a theory, values, characteristics, practices or all or some of these things. To continue the debate but stop the dithering, mediation needs strong, well-funded, non-hierarchical non-service-providing professional bodies, founded on the principles of *Servant Leadership*[7] as explained by the organizational guru Robert K. Greenleaf – in this case establishing and transparently implementing high training and practice standards, objectively explaining and promoting mediation to users, convening all stakeholders, making information freely available, encouraging thought leadership and best practices, developing and disseminating tools, and convincingly inspiring mediation's growth.

Conspicuously, such bodies will be run not by practicing mediators, providers or trainers, but by full-time managers, drawing on support and contributions from both the demand and supply sides. Governments have an interest as a user and a vital role in providing credible seed funding so that the new profession is not perceived as purely self-serving.

(Footnotes)

[6] As discussed above: Outcomes Based Education; Training and Learning; Technology; Quality Standards; Transparency; Collaboration and a Free-Standing Profession.

[7] See: http://www.greenleaf.org/

Once established, these professional institutions will be empowered to establish high standards, disallow mediocrity and ensure transparency. They will apply, as Professor Sander has already predicted, strict standards for trainers. Independent assessment will become a key part of those standards. While many mediators will be lawyers by background, increasingly other professionals will enter and enrich the field.

By 2020, such bodies will have been established in most countries on a national level, and will link to an international body that will help the profession to globalise.

While mediation's stakeholders address quality, transparency and professional status, numerous other changes will occur.

As the impact of communications technology grows, small claims will typically be commoditised using ODR[8]. Mediators and providers handling larger disputes and those involving emotional issues will find telepresence, online caucus rooms and other IT tools to make mediations more effective, attractive and affordable, reducing travel time and speeding up negotiations.

As users become better informed about how and why mediation works, demand for less conventional, more tailored processes will increase; hybrids of facilitative and evaluative elements, including early case assessment and non-binding opinions, will grow. Many trainers still teach a purely facilitative model of mediation, but mediators also need to learn how, when and whether to deploy evaluative and transformative techniques as needed. Gradually, training will adapt to include these needs.

More mediation panels will be process and/or subject-matter oriented, requiring mediators to demonstrate, in addition to their mediation competencies, knowledge of technical fields, conflict diagnostics, process design and inter-cultural communications. Mediation will no longer be viewed as an *alternative* form of dispute resolution and will elevate to become the primary form. In the commercial arena, good conflict management will be considered part of Good Corporate Governance and companies will design their own systems for evaluating, managing and resolving disputes[9]. A more informed and circumspect user will emerge.

(Footnotes)

[8] See, for example: http://kluwerarbitrationblog.com/blog/2010/10/31/anti-arbitration-coming-soon-to-a-commercial-dispute-near-you-inexpensive-on-line-mediation-and-arbitration/

[9] *Designing Conflict Management Systems – Creating productive & healthy organizations* by Cathy Costantino, 1995 *and Handbook of Human Conflict Technology – creating win-win success without conflicts* by Tina Monberg, 2008 and Building ADR into the Corporate Law Department: ADR Systems Design by CPR Institute www.cpradr.org. Also see the AAA Dispute-Wise Business Management Study http://www.adr.org/sp.asp?id=29431

Interested to contribute Articles?

We would like to have your contributions. Articles should be in English. Please take care that quotations, references and footnotes are accurate and complete. Submissions may be made to the Journals Division, Indian Institute of Arbitration & Mediation, G-209, Main Avenue, Panampilly Nagar, Cochin - 682 036 or editor@arbitrationindia.com.

Publication of the Article will be the discretion of IIAM and submissions made indicates that the author consents, in the event of publication, to automatically transfer this one time use to publish the copyrighted material to the publisher of the IIAM Journal.

Service-side stakeholders will:

- collaborate more on issues like training, independent assessment and feedback
- agree on, and apply, minimum high-level quality standards
- encourage transparency into mediator competency and prior user experience
- share technology platforms for ensuring security and confidentiality
- devise schemes to enable new mediators to gain experience and develop professionally
- insist on rigorous ethical codes and independent reviews with sanctions, and
- pool resources to promote mediation as a credible profession.

Codes of Ethics will be re-drafted to share common principles throughout the field. They will also be less legalistic and general. Ethics codes that are not subject to independent review will be seen as meaningless; compliance panels will be associated with professional institutions, not provider, peer or voluntary practice groups. Users will expect every practicing mediator to carry professional indemnity insurance and to specify both the underwriter and extent of cover on their profile.

Users will also want hard evidence of a mediator's skills to enable them to make informed decisions. Cherry-picked quotations from (usually) unidentified users will lack credibility. Users will expect an independently-prepared summary of prior user feedback not only for reassurance about competency but to indicate suitability in terms of style and personality. Mediators posting video clips of themselves explaining their resumés direct to camera or in interview mode will secure more mediation assignments, as users become increasingly meticulous and personal in their choice of mediator.

As OBE becomes more prevalent, those moving into careers in professional firms, companies and governments will exhibit a different attitude to their predecessors, seeking specialist training in solution-providing programs. Mediation trainers will address this market by segmenting their courses; one-size-fits-all training programs will fade away. Those aspiring to become professional mediators will need more in-depth training resulting in qualification and certification, plus professional development follow-up. Professional firms as well as government and corporate users will demand courses on representing clients in mediations; adjudicators and others will seek courses on the art of referring parties to mediation; practicing mediators will want courses on inter-cultural mediation and other in-depth practice areas. Major users will increasingly invite trainers to provide tailor-made courses in-house. Trainers will collaborate to set transparent high level delivery and assessment standards based on independent assessment, or suffer the consequence of governments introducing those standards through regulation.

Justice Departments and Ministries will seek out opportunities to reduce the cost to taxpayers of civil justice programs. Mediation will become increasingly "encouraged" by governments and judiciaries, often to the point of making mediation a *sine qua non* before, during and even after litigation. Initiatives such as the CEDR Commission on International Arbitration[10], will prompt users to exert pressure on arbitration institutions to build mediation into their processes. International dispute resolution forums such as the World Trade Organization (WTO) and the United Nations Conference on Trade & Development (UNCTAD) will also adopt mediation as a prime process.

These developments will revolutionise the practice of mediation and inspire users to better understand mediation and accept it more readily. Mediation will therefore grow and everyone – supply and demand – will benefit. Litigation will trade places with mediation to be the new definition of *Alternative Dispute Resolution*. None of these actions is difficult, costly or time-consuming. But they all require a shared vision of the future and the will to achieve it.

If we reach for it today, mediation quality standards will be universally high by 2020. Stakeholders such as governments and companies will fund research to surface new tools and statistics proving the value of mediation. User confidence will flow into mediation.

(Footnotes)

[10] See: http://www.cedr.com/about_us/arbitration_commission

The main thing is to keep the main thing the main thing

Stephen Covey has sold 15 million copies of The 7 Habits of Highly Effective People[11] plus other books. Habit No. 3 is not to lose sight of the big picture. In Covey's words: *Broken focus is the number one reason people fail. It's not enough to start off on the right track; you must successfully avoid the unnecessary distractions and attractions of life that aim to sidetrack you… The main thing is to keep the main thing the main thing.*

The main thing here is to achieve professional status. That can only arise by design, not by accident. The service side – mediators, providers and trainers – needs to collaborate in that design. They must focus on expanding the total pie and not merely their own slice. Pie expansion benefits everyone, but demands strong collaboration and dialogue.

If seven things happen, pie expansion will happen:

1. Mediators, providers and trainers, with the help of government, create a professional body. The leader is not an active mediator, trainer or provider. The supervising Board or Council includes representatives of all the stakeholder groups. Everyone participates pro bono in professional development and best practice sharing.

2. A realistic five-year funding plan is put in place. Government provides seed funding. Overheads are kept low and bureaucracy avoided. The Internet is leveraged.

3. The professional body does not earn any income from the provision of services. It is entirely non-profit and registered as a charitable institution if possible.

4. Rather than re-invention of the wheel, there should be cultural adaptation. Lessons are drawn from and shared with professional bodies in other fields. All national professional bodies are linked up globally. Transparency and quality characterise this and all other national professional bodies for mediators. There is a strong mission to encourage and develop young mediators.

5. High-level training and independent assessment standards are set and applied. High competency is accredited/certified. User feedback summaries are required.

6. The professional body is open to all who meet the quality criteria set, irrespective of background and other professional qualifications. The Wilensky test is applied.

7. There is a strong code of ethics and an independent review body to apply it.

Well before 2020, mediation can be established as the first truly global profession. Let us all work together to keep the main thing the main thing.

(Footnotes)

[11] Stephen R. Covey's The 7 Habits of Highly Effective People (1989), The 8th Habit – from effectiveness to greatness (2006) and The Speed of Trust – the one thing that changes everything (2006) are all published by Simon & Schuster.

(Author: Michael Leathes, is a director of the International Mediation Institute (IMI) and a former in-house counsel with a number of international companies. The views offered here are the author's alone but he invites comments from all stakeholders in the mediation field to encourage debate on the progression of mediation towards an international profession. Michael can be reached via "Contact Us" at the IMI portal – www.IMImediation.org)

When you DON'T have great teachers, but you WANT to learn great things,
you have TWO options:
One is you don't learn great things, or, two;
you become a great teacher yourself.
~Jake Ehrlich III~

Article

Doctrine of Contra- Proferentem in Contracts Management

: NIRMAL GOEL

Often the disputes arise because of contract clauses which can be interpreted in more than one way. According to the author, the Doctrine of Contra-Proferentem becomes a handy tool to the arbitrator or the judge to decide the matter in accordance with principles of equity, good conscience and justice. Contra- Proferentem places the cost of losses on the party who was in the best position to avoid the harm. The doctrine seeks to encourage clear, explicit and unambiguous drafting of the agreement and to avoid latent and hidden meanings of its clauses.

Occurrence of disputes is common feature in civil construction contracts. Often the disputes arise because of contract clauses which can be interpreted in more than one way. The job of arbitrator / court becomes more difficult when various interpretations argued by the parties to the dispute are equally good, reasonable and plausible. In such circumstances, the Doctrine of Contra-Proferentem becomes a handy tool to the arbitrator or the judge to decide the matter in accordance with principles of equity, good conscience and justice. This doctrine, which originated from insurance contracts, states that when a contract provision can be interpreted in more than one way, the Court will prefer that interpretation which is more favourable to the party who has not drafted the agreement (or simply that interpretation which goes against the party who has inserted / insisted on inclusion of the alleged ambiguous clause in the agreement).

The rationale behind this doctrine emanate from the fact that parties to the agreement are often not in equal position. One party dominates the execution of the agreement while the other party merely signs on the dotted line. Such contracts are mainly "standard form take it or leave it" contracts e.g. in insurance contracts, an individual usually has to accept all terms and conditions of insurance policy document framed by the insurer company with no liberty on part of the individual to negotiate or alter the conditions of the contract. Similar is the situation in Government contracts, wherein the tender notices floated by Government agencies prescribes that the bidder will not put any condition in the tender. The bidder is simply made to sign on the dotted lines and no deviation from the tender conditions is permitted. Therefore, this doctrine is very much applicable in the contracts entered into by the State with various private parties / contractors.

Another underlying philosophy behind this doctrine is that one should not be rewarded for his own fault. Contra-Proferentem places the cost of losses on the party who was in the best position to avoid the harm. The Courts / Arbitrators

expect that the party who drafts the agreement shall take due care and caution and shall not insert ambiguous provisions in the agreement. The doctrine seeks to encourage clear, explicit and unambiguous drafting of the agreement and to avoid latent and hidden meanings of its clauses.

However, this doctrine is not to be construed to encourage unreasonable or inequitable interpretation against the drafter of agreement. It is applicable only when the various interpretations are equally sound, reasonable and plausible and no clear intention contrary to the interpretation being adopted on this principle is prima-facie evident in the contract document.

Unconditional tenders are unavoidable necessity in Government contracts. In such scenario, it becomes an added responsibility on the part of NIT framers, checkers and approvers to **read, re-read and re-re-read** the various provisions of the tender document and ensure that its various provisions are clear, explicit and unambiguous. For carrying out this responsibility, a) the latent, hidden or implied meanings to contract clauses are to be avoided; b) the contract conditions need to be realistic; c) all information required for working out rates by prospective bidders needs to be given in the tender document; d) technical specifications and mode of measurements should be clear; and e) the tender document should take care of various contingent event. Since many of the construction disputes are repetitive in nature, one should take lessons from them and prescribe proper provision in the tender documents to deal with them.

In essence, the doctrine of Contra-Proferentem puts an added responsibility on framer, checkers and approvers of tender documents and emphasizes additional efforts on their part to avoid ambiguities and to make contract documents clear, explicit and unambiguous in nature. Further, it requires tender documents to be complete ones so as to take care of not only foreseeable but unforeseen circumstances also.

(Author: Nirmal Goel is a Technical Examiner in CVC, India)

The Lighter Side

Two avid fishermen go on a fishing trip. They rent all the equipment: the reels, the rods, the wading suits, the rowboat, the car, and even a cabin in the woods. They spend a fortune.

The first day they go fishing, but they don't catch anything. The same thing happens on the second day, and again on the third. Finally, on the last day of their vacation, one of the men catches a fish.

As they're driving home they're really depressed. One guy turns to the other and says: "Do you realize that this one lousy fish we caught cost us $1,500?"

The other guy says: "Wow! It's a good thing we didn't catch any more!"

"If you leave this subject for another day, when you have time for it, then most likely you will never get around to it until it is too late.

Too late, is when you realize that you should have done this a long time ago. Too late, is when you realize that your competition has overtaken you.

Too late, is when your business stops growing and you start to thinking of letting people go. There is no need to let things go that way."

IIAM launches its Community Mediation Program in the US, Canada and UK

As part of IIAM's (Indian Institute of Arbitration & Mediation) "Community Mediation Year 2011" program, with the object of popularizing the concept of mediation as the primary mode of conflict resolution, Community Mediation Committees are being formed in the US, UK and Canada under the guidance of Hon. Ambassadors for IIAM Community Mediation Service. The object is to familiarize and popularize mediation among the Indian communities and involving them in the process as community mediators. For more details log on to www.communitymediation.in

French Arbitration Law reforms imminent

The government is about to approve long-awaited reforms to French domestic and international arbitration law. Among other things, the Paris Court of First Instance will be empowered to assist parties with the production of documents, and the enforcement of international arbitral awards will be made easier. The decree should be published shortly.

2nd AMA Conference - Rediscovering Mediation in the 21st Century

Organised by: ama Asian Mediation Association

Sheraton Imperial Hotel
Kuala Lumpur, Malaysia
24-25 February 2011

The 2nd AMA Conference will be held in Kuala Lumpur, Malaysia at the Sheraton Imperial Hotel from 24-25 February 2011. The theme for this conference is "Rediscovering Mediation in the 21st Century". The keynote address will be delivered by YBhg Tan Sri Razali Ismail, Former United-Nation Secretary-General's Special Envoy (2000-2005); Pro-Chancellor of Universiti Sains Malaysia, on "*The Role of the UN Secretary-General's Special Envoy to Myanmar in Mediating between the Government of Myanmar and Daw Aung San Suu Kyi*".

For further details see; http://www.arbitrationindia.com/htm/events.html

Community Police Mediation Program

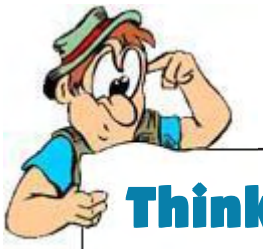
USA – New York: Local residents of UTICA who file complaints against the city Police Department will soon have another avenue for addressing their concerns. The voluntary program would allow residents to sit down with police officers and a certified mediator to discuss complaints. The goal is to improve communication with the community, while simultaneously increasing awareness of departmental policies and procedures. It also comes at no cost to local taxpayers due to a $13,000 grant from the New York State Dispute Resolution Association and additional funding from the New York State Unified Court System. The Community Police Mediation Program expected to begin in March.

New Comedy series on Mediation

USA Network unveils a new comedy series this week about a young woman attorney who gave up courtroom litigation in exchange for work as a mediator. Premiering Jan. 20, the critically acclaimed program, "***Fairly Legal***," takes a fresh look at the expanding field of Alternative Dispute Resolution (ADR).

Amendments to Russian Arbitration Procedural Code

Significant amendments were brought to the Russian Arbitration Procedural Code, aimed at improving how disputes are considered in arbitration courts. In addition to key amendments on the introduction of e-justice, the notification procedure in respect of parties to a dispute and the appeals procedure over judicial acts, the legislator has attempted to reform the institute of arbitration court assessors. The amendments dealt with the grounds for engaging arbitration court assessors, their appointment and the procedure for dismissing them.



Think ... Is Life Ever A Failure?

We have heard several people in their 30s & 40s lament that their lives are a failure and/or their life is over just because they haven't reached this or that goal.

The life expectancy in developing countries is 78 years. A person's first 18 years of life are basically a preparation for life. Therefore it could be said that people don't start making something of their lives until adulthood (roughly age 18).

The average person then would have 60 years to do something with his or her life. 78 minus 18 equals 60. A person's life then is not even half over until the age of 48.

Now how many people judge whether or not a "project" is successful when it is only half done? So the way we have to see it, no one can be a failure at life until at least past 60.

That said, has anyone ever had the experience of working on a deadline and not being able to get anywhere? Then all of a sudden... BOOM! Two hours before it's due you come up with a solution.

Who's to say someone at 70 can't save someone's life. Is that life a "failure?"

New mediation mechanism for financial disputes

Taiwan: The Cabinet approved a draft Financial Consumer Protection Bill proposed by the Financial Supervisory Commission (FSC), under which the government will set up a special mediation mechanism to settle disputes between clients and financial institutions. The draft bill clearly prohibits providers of financial services from using any misleading, false or fraudulent means to advertise their service products, solicit patronage from clients or launch marketing campaigns. In case of any emerging financial disputes, consumers can first turn to the financial institutions to deal with the disputes, and then apply to the special mediation committee to settle the disputes if not solved in the first stage.

Certificate in Dispute Management (CDM)

CDM is a distance learning course of IIAM, valid for six months from the date of enrolment. You can enroll at any time of year and you study entirely at your own pace, submitting your assignments when you are ready. Your tutor will be available to mark your assignments and give feedback on your progress for a period of six months from the date of enrolment. You will be sent four 'reading and study assignments' with your course materials, and these form an essential part of your distance learning course. They are designed to help you to work through the course manual and understand the concepts. The course will provide a good basic knowledge of ADR – Negotiation, Mediation & Arbitration – in theory and practice. On successfully completing the assignments included in the course a certificate will be awarded.For more details on CDM, mail to training@arbitrationindia.com

Organised by: goldman communications

The Mirador Hotel
Mumbai, India
16-17 February 2011

Over 85% of business transactions today are governed by contracts. As they have multiplied, contracts have also become increasingly complex. And each creates rights and imposes obligations. Businesses can't live without contracts. But it's often questionable how well we are living with them. Negotiated agreements can be assets or liabilities, depending upon how well they are managed. This conference is designed to address issues faced by in-house counsel, contract managers, procurement professionals and private practitioners to draft and manage contracts towards the success of your business organization.

Key issues to be addressed include how to negotiate to ensure a successful negotiation, elements in drafting enforceable commercial contracts, legal issues arising from contractual clauses, successful contract management and cross border agreements. More importantly, the conference will also address Alternative Dispute Resolutions (ADR) as it is estimated that 80% of commercial disputes are resolved through ADR. Conference endorsed by IIAM.

For further details see; http://www.arbitrationindia.com/htm/events.html