



rules for
mediation/conciliation

MEDIATION/
CONCILIATION RULES
2011

KUALA LUMPUR
REGIONAL CENTRE
FOR ARBITRATION

REGIONAL RESOLUTION GLOBAL SOLUTION

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(AS REVISED IN 2011)

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PART I

RULES FOR MEDIATION/ CONCILIATION

OF THE KUALA LUMPUR
REGIONAL CENTRE FOR ARBITRATION
(AS REVISED IN 2011)

RULES FOR MEDIATION/CONCILIATION OF THE KUALA LUMPUR REGIONAL CENTRE FOR ARBITRATION

The Rules for Mediation/Conciliation of the Kuala Lumpur Regional Centre for Arbitration (hereinafter referred to as “Rules”) shall be the UNCITRAL Conciliation Rules as modified in accordance with the rules set out below.

RULE 1: APPLICATION OF THE RULES

1.1 Where Parties have agreed to conciliate under the auspices of Kuala Lumpur Regional Centre for Arbitration (KLRCA), the following Rules shall apply.

RULE 2: INITIATION AND COMMENCEMENT OF CONCILIATION

- 2.1 Any Party initiating Conciliation shall submit a written request to KLRCA (“Request”) which shall contain the following:
- (a) The names and addresses of the Parties;
 - (b) A reference to the Conciliation clause or a copy of the separate Conciliation agreement, if any;
 - (c) A reference to the contract or other legal relationship out of or in relation to which the dispute arises;
 - (d) A proposal as to the number of Conciliators (if the Parties have not agreed thereon);
 - (e) The nature of dispute and the amount involved, if any; and
 - (f) the Registration Fee set out in accordance with the Schedule of Fees annexed hereto (“Registration Fee”).
- 2.2 KLRCA shall send a copy of the Request to the other Party/Parties named.
- 2.3 The Conciliation process shall be deemed to have commenced when KLRCA receives written notice of the other Party’s/Parties’ acceptance of the Request.
- 2.4 If the other Party/Parties reject(s) the Request or if KLRCA does not receive a reply within thirty (30) days from the date of KLRCA’s written notice of the Request, KLRCA may elect to treat this as a rejection of the Request and inform the Party/Parties initiating the Conciliation accordingly.

RULE 3: APPOINTMENT OF CONCILIATOR

- 3.1 In Conciliation proceedings the Parties shall endeavour to reach agreement on the Conciliator to be appointed.
- 3.2 In the event no Conciliator is appointed within fourteen (14) days from the acceptance of the Request, then the Director of KLRCA shall appoint the Conciliator and the Parties are deemed to have approved the appointment made by the Director of KLRCA.

RULE 4: SUBMISSION OF STATEMENTS TO CONCILIATOR

At least seven (7) days prior to the Conciliation session, each Party shall submit to the Conciliator a concise summary of its case and if necessary copies of all documents referred to in the summary which Parties intend to refer to during the Conciliation.

RULE 5: ADMINISTRATIVE ASSISTANCE

The Director of KLRCA may arrange for translators, administrative assistance and/or other facilities in order to facilitate the Conciliation at the request of the Conciliator or the Parties.

RULE 6: CO-OPERATION OF PARTIES WITH CONCILIATOR

Parties shall co-operate with the Conciliator in the Conciliation to resolve the dispute including but not limited to suggesting options to resolve the dispute on their own initiative or at the invitation of the Conciliator.

RULE 7: SETTLEMENT AGREEMENT

Any settlement reached in the Conciliation shall be reduced in writing and signed by or on behalf of the Parties and the Director of KLRCA shall be informed accordingly.

RULE 8: CONFIDENTIALITY

- 8.1 All communications made in the Conciliation including information disclosed and views expressed are made on a strictly without prejudice basis, and hence confidential and shall not be used in any arbitral, judicial or other proceedings.
- 8.2 Parties shall maintain the confidentiality of the Conciliation and shall not rely or use or introduce anything disclosed therein as evidence in any arbitral, judicial or other proceedings.

RULE 9: TERMINATION OF CONCILIATION

- 9.1 In addition to termination occurring under Rule 9.2, the Conciliation shall be deemed to be terminated upon:-
- (a) a written declaration of the Conciliator, after consultation with the Parties, to the effect that further efforts at Conciliation are no longer justified; or
 - (b) a written declaration of any of the Parties addressed to the Conciliator to the effect that the Conciliation is hereby terminated; or
 - (c) expiry of three (3) months from the date of Request unless agreed otherwise by the Parties; or
 - (d) by order of the Director of KLRCA in accordance with Rule 11.3.
- 9.2 The Conciliator may suspend or terminate the Conciliation or withdraw as Conciliator when he or she reasonably believes the circumstances require it, including when he or she has reasonable grounds to suspect that:-
- (a) The parties are involved in illegal/fraudulent conduct;
 - (b) The parties are unable to participate meaningfully and reasonably in negotiations; or
 - (c) Continuation of the Conciliation process would cause significant harm to any party or a third party.
- 9.3 When the Conciliator determines that it is necessary to suspend or terminate a conciliation or to withdraw, the Conciliator must do so without violating the obligation of confidentiality and in a manner that will cause the least possible harm to the parties.
- 9.4 The Conciliator shall inform the Director of KLRCA of the termination.

RULE 10: COSTS

- 10.1 The Director of KLRCA shall fix the costs of the Conciliation in accordance with the Schedule of Fees annexed. The term “costs” includes:-
- (a) the Registration Fees;
 - (b) the Deposit;
 - (c) the Administrative Costs;
 - (d) the Conciliator Fee; and
 - (e) the fee of any experts and/or translators requested by the Conciliator with the consent of the Parties.
- 10.2 Unless otherwise agreed, the costs, as set out above, are to be borne equally by the Parties.

RULE 11: REGISTRATION FEE AND DEPOSITS

- 11.1 At the commencement of the Conciliation, each Party shall pay the Registration Fees and deposit in accordance with the Schedule of Fees annexed (“Deposit” which sum shall include any sum referred to in Rule 10.1).
- 11.2 During the course of the Conciliation the Director of KLRCA may require additional deposits from the Parties.
- 11.3 If the Registration Fee and the Deposit are not paid in full by both Parties within fifteen (15) days after the receipt of the Request, the Director of KLRCA shall so inform the Parties in order that one or another of them may make the required payment. If such payment is not made, the Conciliator, after consultation with the Director of KLRCA, may order the suspension or termination of the Conciliation.
- 11.4 The Director of KLRCA may apply the Deposit towards disbursements incurred by KLRCA and the Conciliator for the Conciliation.
- 11.5 Upon termination of the Conciliation, the Director of KLRCA shall render an account to the Parties of the Deposit received and used and return any excess to the Parties.

RULE 12: EXCLUSION OF LIABILITY

Neither KLRC nor the Conciliator shall be liable to any Party for any act or omission related to the conduct of the Conciliation.

RULE 13: WAIVER OF DEFAMATION

The statements and comments whether written or oral made in the course of the Conciliation shall not be relied upon to institute or maintain any action for defamation, libel, slander or any related complaint.

RULE 14: CONCILIATOR'S DISCLOSURE OF CONFLICTS OF INTEREST

Before accepting a Conciliation, an individual who is requested to serve as a Conciliator shall:

- 14.1 make an inquiry to determine whether there are any known facts that a reasonable individual would consider likely to affect the impartiality of the Conciliator. Such facts would include any financial or personal interest in the outcome of the Conciliation and any existing or past relationship with a Conciliation party; and
- 14.2 shall as soon as practicable disclose any such known fact to the parties to the Conciliation before accepting the Conciliation.

RULE 15: ROLE OF CONCILIATOR IN OTHER PROCEEDINGS

- 15.1 The Conciliator shall not, without the consent of the parties, act as an arbitrator or as representative or counsel of a party or appear as a witness in any arbitral or judicial proceedings in respect of a dispute that is subject of the Conciliation proceedings.
- 15.2 The Conciliator shall not be presented or called by the parties as a witness in any arbitral or judicial proceedings.

RULE 16: INTERPRETATION

In this Rules and the Schedule unless the context otherwise requires –

- 16.1 **“Conciliation”** means either “International Conciliation” and/or “Domestic Conciliation”. It is recognised that in some part of the world the term “Conciliation” and “Mediation” are viewed as describing slightly different processes, and in other locales the terms are interchangeable. These rules use the word “Conciliation” to describe the subject dispute resolution process, and intend that word to capture and include the process of “Mediation”. **The two descriptive words are deemed interchangeable by these rules.**

- 16.2 **“Conciliator”** applies to a sole Conciliator/Mediator or two (2) conciliators/mediators as the case may be.
- 16.3 **“Country”** means any sovereign country not a component state of Malaysia, unless otherwise specified.
- 16.4 **“Domestic Conciliation”** means any Conciliation which is not International Conciliation.
- 16.5 **“International Conciliation”** means a Conciliation where:
- (a) one of the parties to a Conciliation agreement has its place of business in any country other than Malaysia;
 - (b) one of the following is situated in any country other than Malaysia:
 - (i) the seat of conciliation if determined in or pursuant to the Conciliation agreement;
 - (ii) any place where a substantial part of the obligations of any commercial or other relationship is to be performed or the place with which the subject-matter of the dispute is most closely connected; or
 - (c) the parties have expressly agreed that the subject-matter of the Conciliation agreement relates to more than one country .
- 16.6 **“Party”** or **“Parties”** mean any of the parties in the Conciliation but shall exclude the Conciliator.

PART II

UNITED NATIONS
COMMISSION ON
INTERNATIONAL TRADE
LAW
(UNCITRAL)

**UNCITRAL
CONCILIATION
RULES
1980**

APPLICATION OF THE RULES

ARTICLE 1

1. These Rules apply to conciliation of disputes arising out of or relating to a contractual or other legal relationship where the parties seeking an amicable settlement of their dispute have agreed that the UNCITRAL Conciliation Rules apply.
2. The parties may agree to exclude or vary any of these Rules at any time.
3. Where any of these Rules is in conflict with a provision of law from which the parties cannot derogate, that provision prevails.

COMMENCEMENT OF CONCILIATION PROCEEDINGS

ARTICLE 2

1. The party initiating conciliation sends to the other party a written invitation to conciliate under these Rules, briefly identifying the subject of the dispute.
2. Conciliation proceedings commence when the other party accepts the invitation to conciliate. If the acceptance is made orally, it is advisable that it be confirmed in writing.
3. If the other party rejects the invitation, there will be no conciliation proceedings.
4. If the party initiating conciliation does not receive a reply within thirty days from the date on which he sends the invitation, or within such other period of time as specified in the invitation, he may elect to treat this as a rejection of the invitation to conciliate. If he so elects, he informs the other party accordingly.

NUMBER OF CONCILIATORS

ARTICLE 3

There shall be one conciliator unless the parties agree that there shall be two or three conciliators. Where there is more than one conciliator, they ought, as a general rule, to act jointly.

APPOINTMENT OF CONCILIATORS

ARTICLE 4

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

In recommending or appointing individuals to act as conciliator, the institution or person shall have regard to such considerations as are likely to secure the appointment of an independent and impartial conciliator and, with respect to a sole or third conciliator, shall take into account the advisability of appointing a conciliator of a nationality other than the nationalities of the parties.

SUBMISSION OF STATEMENTS TO CONCILIATOR

ARTICLE 5

1. The conciliator,* upon his appointment, requests each party to submit to him a brief written statement describing the general nature of the dispute and the points at issue. Each party sends a copy of his statement to the other party.

**In this and all following articles, the term “conciliator” applies to a sole conciliator, two or three conciliators, as the case may be.*

2. The conciliator may request each party to submit to him a further written statement of his position and the facts and grounds in support thereof, supplemented by any documents and other evidence that such party deems appropriate. The party sends a copy of his statement to the other party.
3. At any stage of the conciliation proceedings the conciliator may request a party to submit to him such additional information as he deems appropriate.

REPRESENTATION AND ASSISTANCE

ARTICLE 6

The parties may be represented or assisted by persons of their choice. The names and addresses of such persons are to be communicated in writing to the other party and to the conciliator; such communication is to specify whether the appointment is made for purposes of representation or of assistance.

ROLE OF CONCILIATOR

ARTICLE 7

1. The conciliator assists the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
2. The conciliator will be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
3. The conciliator may conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and the need for a speedy settlement of the dispute.
4. The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.

ADMINISTRATIVE ASSISTANCE

ARTICLE 8

In order to facilitate the conduct of the conciliation proceedings, the parties, or the conciliator with the consent of the parties, may arrange for administrative assistance by a suitable institution or person.

COMMUNICATION BETWEEN CONCILIATOR AND PARTIES

ARTICLE 9

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

DISCLOSURE OF INFORMATION

ARTICLE 10

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

CO-OPERATION OF PARTIES WITH CONCILIATOR

ARTICLE 11

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

SUGGESTIONS BY PARTIES FOR SETTLEMENT OF DISPUTE

ARTICLE 12

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

SETTLEMENT AGREEMENT

ARTICLE 13

1. When it appears to the conciliator that there exist elements of a settlement which would be acceptable to the parties, he formulates the terms of a possible settlement and submits them to the parties for their observations. After receiving the observations of the parties, the conciliator may reformulate the terms of a possible settlement in the light of such observations.
2. If the parties reach agreement on a settlement of the dispute, they draw up and sign a written settlement agreement.** If requested by the parties, the conciliator draws up, or assists the parties in drawing up, the settlement agreement.
3. The parties by signing the settlement agreement put an end to the dispute and are bound by the agreement.

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

CONFIDENTIALITY

ARTICLE 14

The conciliator and the parties must keep confidential all matters relating to the conciliation proceedings. Confidentiality extends also the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

TERMINATION OF CONCILIATION PROCEEDINGS

ARTICLE 15

The conciliation proceedings are terminated:

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

RESORT TO ARBITRAL OR JUDICIAL PROCEEDINGS

ARTICLE 16

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

COSTS

ARTICLE 17

1. Upon termination of the conciliation proceedings, the conciliator fixes the costs of the conciliation and gives written notice thereof to the parties. The term “costs” includes only:
 - (a) The fee of the conciliator which shall be reasonable in amount;
 - (b) The travel and other expenses of the conciliator;
 - (c) The travel and other expenses of witnesses requested by the conciliator with the consent of the parties;

- (d) The cost of any expert advice requested by the conciliator with the consent of the parties;
 - (e) The cost of any assistance provided pursuant to articles 4, paragraph (2)(b), and 8 of these Rules.
2. The costs, as defined above, are borne equally by the parties unless the settlement agreement provides for a different apportionment. All other expenses incurred by a party are borne by that party.

DEPOSITS

ARTICLE 18

1. The conciliator, upon his appointment, may request each party to deposit an equal amount as an advance for the costs referred to in article 17, paragraph (1) which he expects will be incurred.
2. During the course of the conciliation proceedings the conciliator may request supplementary deposits in an equal amount from each party.
3. If the required deposits under paragraphs (1) and (2) of this article are not paid in full by both parties within thirty days, the conciliator may suspend the proceedings or may make a written declaration of termination to the parties, effective on the date of that declaration.
4. Upon termination of the conciliation proceedings, the conciliator renders an accounting to the parties of the deposits received and returns any unexpended balance to the parties.

ROLE OF CONCILIATOR IN OTHER PROCEEDINGS

ARTICLE 19

The parties and the conciliator undertake that the conciliator will not act as an arbitrator or as a representative or counsel of a party in any arbitral or judicial proceedings in respect of a dispute that is the subject of the conciliation proceedings. The parties also undertake that they will not present the conciliator as a witness in any such proceedings.

ADMISSIBILITY OF EVIDENCE IN OTHER PROCEEDINGS

ARTICLE 20

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

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

MODEL CONCILIATION CLAUSE

Where, in the event of a dispute arising out of or relating to this contract, the parties wish to seek an amicable settlement of that dispute by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force.

(The parties may agree on other conciliation clauses.)

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SCHEDULE OF FEES

DOMESTIC CONCILIATION

A. REGISTRATION FEE

A non-refundable registration fee of RM150.00 is payable by the Party initiating Conciliation [Rule 2.1 (f)].

B. DEPOSIT

A deposit of RM400.00 towards administrative costs is payable by each Party on a reference to Conciliation. This payment is not refundable and shall be credited to the portion of the administrative costs paid by each Party for the Conciliation.

C. ADMINISTRATIVE COSTS

The administrative costs for Conciliation shall be fixed at RM300.00 per case.

D. CONCILIATOR'S FEE

In fixing the fee of the Conciliator, the Director of KLRCa may undertake consultations with the Conciliator and the Parties. Such fee shall be reasonable in amount, taking into consideration the amount in dispute, the complexity of the subject matter, the time spent by the Conciliator and any other relevant circumstances of the case.

APPENDIX A

DOMESTIC CONCILIATION

The Conciliator’s Fees are as follows:

Quantum Of Claim	Conciliator’s Fee Per Party
RM100,000.00 and below	RM500.00 per day or part thereof
RM100,001.00 – RM250,000.00	RM750.00 per day or part thereof
RM250,001.00 – RM500,000.00	RM1,000.00 per day or part thereof
RM500,001.00 – RM750,000.00	RM1,250.00 per day or part thereof
RM750,001.00 – RM1,000,000.00	RM1,500.00 per day or part thereof
RM1,000,001.00 – RM2,000,000.00	RM2,000.00 per day or part thereof
RM2,000,001.00 – RM3,000,000.00	RM2,500.00 per day or part thereof
RM3,000,001.00 – RM5,000,000.00	RM3,000.00 per day or part thereof
RM5,000,001.00 – RM10,000,000.00	RM4,000.00 per day or part thereof
Above RM10,000,000.00	RM5,000.00 per day or part thereof

In addition to the above, the following charges shall be shared by the Parties on an equal basis:

- i. Room rental rates (based on the type of room requested)
- ii. Refreshments; and
- iii. Secretarial services

INTERNATIONAL CONCILIATION FEE SCHEDULE

A. REGISTRATION FEE

A non-refundable registration fee of USD50.00 is payable by the Party initiating Conciliation [Rule 2.1 (f)].

B. DEPOSIT

A deposit of USD80.00 towards administrative costs is payable by each Party on a reference to Conciliation. This payment is not refundable and shall be credited to the portion of the administrative costs paid by each Party for the conciliation.

C. ADMINISTRATIVE COSTS

The administrative costs for Conciliation shall be fixed at USD150.00 per case.

D. CONCILIATOR'S FEE

In fixing the fee of the Conciliator, the Director of KLRC may undertake consultations with the Conciliator and the Parties. Such fee shall be reasonable in amount, taking into consideration the amount in dispute, the complexity of the subject matter, the time spent by the Conciliator and any other relevant circumstances of the case.

APPENDIX B

INTERNATIONAL CONCILIATION

The Conciliator’s Fees are as follows:

Quantum Of Claim	Conciliator’s Fee Per Party
USD100,000.00 and below	USD240.00 per day or part thereof
USD100,001.00 – USD250,000.00	USD360.00 per day or part thereof
USD250,001.00 – USD500,000.00	USD490.00 per day or part thereof
USD500,001.00 – USD750,00.00	USD600.00 per day or part thereof
USD750,001.00 – USD1,000,00.00	USD730.00 per day or part thereof
USD1,000,001.00 – USD2,000,000.00	USD970.00 per day or part thereof
USD2,000,001.00 – USD3,000,000.00	USD1210.00 per day or part thereof
USD3,000,001.00 – USD5,000,000.00	USD1460.00 per day or part thereof
USD5,000,001.00 – USD10,000,000.00	USD1940.00 per day or part thereof
Above USD10,000,000.00	USD2430.00 per day or part thereof

In addition to the above, the following charges are shared by the Parties on an equal basis:

- i. Room rental rates (based on the type of room requested);
- ii. Refreshments;
- iii. Secretarial services; and
- iv. Reasonable travelling and other expenses of the Conciliator subject to the approval of the Director of KLRCA.

FORM A

INITIATION AND COMMENCEMENT OF CONCILIATION (RULE 2)

(To be completed by Applicant)

To
The Director
Kuala Lumpur Regional Centre for Arbitration
12, Jalan Conlay
50450 Kuala Lumpur
Tel : +603 2142 0103 / 0702
Fax : +603 2142 4513

REQUEST FOR CONCILIATION

1. I/We (Insert name(s), address(es), telephone no. and fax no. of Party A) hereby apply to you for a dispute to be referred to conciliation under the Conciliation Rules of the Kuala Lumpur Regional Centre for Arbitration (“Rules”).
2. The other party/parties in the dispute is/are (Insert name(s), address(es), telephone no. & fax no. of the other party/parties).
3. The dispute has arisen out of or in relation to:
* (a) a contract made on _____ (Insert date) between the parties for _____ (Insert name/nature of contract)
* (b) (other legal relationship, please specify) _____

4. * (a) The contract (or legal relationship) referred to in paragraph 3 above contains a conciliation clause, a copy of which I/we enclose herewith.
* (b) A copy of the conciliation agreement in accordance with Form D of the Rules is enclosed.
* (c) All parties have agreed to execute a conciliation agreement in accordance with Form D of the Rules.

** Delete where not applicable*

5. An outline of the dispute as I/we see it and amount (or kind) of claim I/we wish to make is as follows: _____

6. *(a) The parties have agreed that the number of conciliators shall be _____
(Insert number of conciliators).
- *(b) The parties have not agreed on the number of conciliator(s), but I/we propose to have _____ (Insert number of conciliator(s)).
7. I/We enclose a cheque/ bank draft/money order for the sum of RM150.00/USD 50.00*, being the registration fee.

Signed _____

Name _____

For and behalf of applicant

** Delete where not applicable*

FORM B

INITIATION AND COMMENCEMENT OF CONCILIATION (RULE 2)

(To be completed by the Director of Kuala Lumpur Regional Centre for Arbitration)

To: (Other) Party/Parties referred to in paragraph 2 of Form A)

REQUEST FOR CONCILIATION

1. I have received an application for conciliation of a dispute as set out in a letter from (name of applicant) a copy of which is enclosed. Kindly confirm that you intend to proceed with such conciliation by completing Form C (attached hereto) and returning the duplicate copy thereof.
2. If I do not have a response from you within thirty (30) days of the date of this letter I would assume that you do not propose to proceed and I will inform the applicant accordingly.

Signed by _____

Director

Kuala Lumpur Regional Centre for Arbitration

Date:

FORM C

INITIATION AND COMMENCEMENT OF CONCILIATION (RULE 2)

(to be completed by each of the other parties separately)

To
The Director
Kuala Lumpur Regional Centre for Arbitration
12, Jalan Conlay
50450 Kuala Lumpur

REQUEST FOR CONCILIATION

1. I/We acknowledge receipt of your letter, Ref No _____
Dated _____ (Insert date).
2. I/We state my/our position as follows:
(Other party to give an outline of their version of the dispute and claims or counterclaims, if any. Please attach additional sheets if required.)

3. Kindly initiate proceedings for conciliation towards an amicable settlement.

Signed by _____
For and on behalf of (name of the party)

Date:

FORM D

INITIATION AND COMMENCEMENT OF CONCILIATION (RULE 2)

MODEL CONCILIATION AGREEMENT

This Agreement is made on _____ day of _____
20 _____ between

_____ (Name & address of Party A)	and
_____ (Name & address of Party B)	and
_____ (Name & address of Party C)	and
_____ (Name & address of Conciliator)	and

WHEREAS:

A. The Parties have entered into a contract/other legal relationship (describe)

B. Disputes or differences have arisen between the Parties as follows:

C. The Parties have read and understood the Conciliation Rules of the Kuala Lumpur Regional Centre for Arbitration.

IT IS AGREED:

1. The Parties shall endeavour in good faith to resolve their disputes or differences by conciliation to be conducted in accordance with Conciliation Rules of the Kuala Lumpur Regional Centre for Arbitration or any modification thereto as may be agreed by the Parties.

2. The Parties agree to appoint _____ as Conciliator.
3. The Parties agree to pay the fees and costs of the conciliation as set out in the Conciliation Rules of the Kuala Lumpur Regional Centre for Arbitration.

Signed by (name & designation)
For and on behalf of Party A

Signed by (name & designation)
For and on behalf of Party B

*Signed by (name & designation)
For and on behalf of Party C

Signed by Conciliator

** Delete where not applicable*



www.rcakl.org.my

KUALA LUMPUR REGIONAL CENTRE FOR ARBITRATION
(ESTABLISHED UNDER THE AUSPICES OF
THE ASIAN-AFRICAN LEGAL CONSULTATIVE ORGANISATION)

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