

# M C B

THE MOOT COURT BENCH

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RULES OF THE INTERNATIONAL COMMERCIAL MEDIATION  
PROGRAM

FEBRUARY – MARCH 2024

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## **1 INTRODUCTION**

### **1.1 ICM PROGRAM**

- 1.1 The International Commercial Mediation Program of the Moot Court Bench (“the Program”) is an initiative by the members of the Moot Court Bench of Sri Lanka (“the Moot Court Bench”) to select, instruct and train Sri Lankan law students on the skills of mediation and mediation advocacy by engaging them in various mediation related activities.
- 1.2 The Program would be conducted once every year focusing on International Commercial Mediation and Mediation Advocacy.
- 1.3 In addition to the above, the Program, which would last approximately one and a half months (mid-February to late March), would also serve as a means of selecting the top four students from each participating university. These students would then be eligible to represent their respective universities in the Moot Court Bench National Commercial Mediation Competition (the "National Competition"), in March.
- 1.4 The National Competition is the second stage of the Program, where the highest-scoring team would be further coached and sponsored by the Moot Court Bench to take part in further mediation and negotiation competitions.
- 1.5 The selected team would be coached and sponsored by the Moot Court Bench.

### **1.2 AIM OF THE PROGRAM**

The Program aims to expand and enhance the pool of trained mediators, mediation advocates, and negotiators by developing the skills of students from diverse fields through a holistic training program subsequently followed by simulated mediations of real-world disputes in the form of a National Competition.

### **1.3 ORGANIZATION OF THE PROGRAM**

- 1.3.1 The Moot Court Bench will administer the Program according to the Rules. It holds the final authority to implement these Rules, as well as any additional measures for the execution of the Program.
- 1.3.2 The Program comprises three phases. The first phase, as outlined in Rule 4.1, is the Training. Following that, as per Rule 4.2, the second phase is the National Competition. Finally, as detailed in Rule 4.3, the third phase is the International Phase.
- 1.3.3 The Program would be conducted entirely in English.

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## **1.4 PLACE AND DATE OF THE PROGRAM**

- 1.4.1 The Program and the National Competition will take place virtually on Zoom.
- 1.4.2 In the event it is decided to conduct any post-training events or activities in person, all participants will be informed well in advance and international students will be accommodated via a hybrid setting.
- 1.4.3 The Training Program will take place starting from the 17<sup>th</sup> of February 2024 and the National Competition will be held from the 22<sup>nd</sup> – 24<sup>th</sup> of March 2024.
- 1.4.4 Details of all events and activities related to the National Competition can be found in the Prospectus available on the official [website](#) of the Moot Court Bench.

## **1.5 OFFICIAL LANGUAGE**

The Program would be conducted entirely in English.

## **2 PARTICIPATION AND ELIGIBILITY**

### **2.1 PARTICIPATION**

- 2.1.1 Each university may nominate as many eligible students as they wish.
- 2.1.2 The Moot Court Bench at its discretion may divide a university's application to form two Teams of Mediator Team and Negotiator Team to enter the Program.
- 2.1.3 Only a Law Student (refer Rule 2.2.2) may take the role of Counsel. Accordingly, at least one member of each University Team must be a Law Student.
- 2.1.4 Cross University Teams are not allowed. Each participating Mediator Team and Negotiator Team must consist exclusively of members of the same University/Educational Institute.

### **2.2 ELIGIBILITY FOR PHASE ONE**

- 2.2.1 All local and international eligible students must meet the following criteria:
  - 2.2.1.1 The Program is open to full-time students (excluding postgraduate doctorate students) registered at a university within the academic period of 2024-2025.
  - 2.2.1.2 The Program is open to students who do not yet have full-time work experience in law, business or otherwise.
  - 2.2.1.3 Team members do not have to be of the same nationality as that of their universities.
  - 2.2.1.4 A Team/ Teams should not have local students who have taken part in previous ICC International Commercial Mediation Competitions.

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**2.2.1.5** The Program is open to international students who have previously participated in ICC Mediation Competitions.

**2.2.1.6** All applicants shortlisted upon submitting registrations would be required to face the initial interview mentioned in Rule 3.5 before their induction into the Training Program.

**2.2.1.7** All applicants who successfully pass the initial interview will be required to make their payment of the registration fee mentioned in Rule 3.6.

**2.2.2** Special provision for Law Students:

Students entitled to practice law, by having passed a bar exam or otherwise, are, as a matter of principle, **not** Eligible Students. Students who have gained their qualification to practice law automatically with the completion of their undergraduate law studies (i.e. without a further bar exam or similar) and who certify that they have not yet practiced as a lawyer (i.e. provided legal advice or services to clients) are Eligible Students provided they are currently registered in a full-time study program in accordance with Rule 2.2.1.

**2.2.3** Special Provision for Non-Eligible Local Students:

Students who do not satisfy the eligibility criteria in Rule 2.2 may be admissible to take part in the phase one of the ICM Training Program and Preliminary Rounds of the Competition nevertheless will not advance to the Knockout Rounds.

**2.3 ELIGIBILITY AND PROCESS OF INDUCTION TO PHASES TWO AND THREE**

**2.3.1** Applicable only to *local* students:

**2.3.1.1** A minimum of two students for a negotiator team and a minimum of one student for a mediator team, who successfully complete Phase One of the Program and satisfy all eligibility criteria, would face the interview detailed in Rule 2.3.3. Of these students, those selected will represent their respective universities at the Moot Court Bench National Commercial Mediation Competition (Phase Two). The highest-scoring team at Phase Two would qualify for Phase Three of the Program.

**2.3.1.2** This decision on eligibility would be made collectively by the Moot Court Bench Mediation Team, the Administrative Team, and the Partnership, based on an assessment of each student's scores during the Program.

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**2.3.1.3 THE INTERVIEW:** The selected students will face an interview, before competing at the National Competition, which would seek to assess their interest and willingness to participate in Phases Two and Three.

2.3.1.3.1 Each student will be required to:

2.3.1.3.1.1 express their willingness or otherwise in entering Phase Two of the Program: the National Competition, during their interview;

2.3.1.3.1.2 express their willingness or otherwise to enter Phase Three of the Program: the International Phase, during their interview;

2.3.1.3.1.3 disclose inter alia any commitments they may have during the timeline of the International Phase that may affect their commitment to the International Phase.

2.3.1.3.2 If a student is not willing to compete at the National Competition, ICC Paris or other mediation competitions leading up to ICC, such unwillingness must be communicated to the Interview Panel and the same must be expressed in writing via an email sent to the Head of Mediation and Chief Administrator of the Moot Court Bench.

2.3.1.3.3 If a student is willing to compete at the National Competition but not ICC Paris, such unwillingness must be communicated to the Interview Panel and the same must be expressed in writing via an email sent to the Head of Mediation, and Chief Administrator of the Moot Court Bench.

2.3.1.3.4 This interview will not be a final and conclusive confirmation of whether a student will represent their university at the National Competition and ICC Paris.

**2.3.1.4 SELECTION:** After the interview, the selected students will receive an email confirmation of their selection to the team representing their university.

**2.3.1.5** In an instance where one of the selected students withdraws from the team or is removed, the Moot Court Bench may reach out to the next most suitable participant who has completed Phase 1 of the Program and offer the presently vacant spot. Such participant shall go through the selection procedure set out in Rule 2.

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- 2.3.1.6** Changes may be made to the composition of the team, should exceptional circumstances arise; this would be at the discretion of the Moot Court Bench. All such changes and reasons thereof would be communicated to the university via email.
- 2.3.1.7** The Moot Court Bench will not be acting in the capacity of facilitator/coach for any team participating in the National Competition, with the exception of the training given as part of the Program. The university may therefore use any method of coaching they see fit. However, the teams selected to be sponsored by the Moot Court Bench will be coached exclusively by coaches of the Moot Court Bench.
- 2.3.1.8** The Moot Court Bench reserves the right to refuse or cancel the selection of any team, and such refusal or cancellation is at the absolute discretion of the Moot Court Bench. In exercising discretion, Moot Court Bench shall have regard to, among other considerations, the geographical base of the team and past conduct of teams from that institution, for example, the spirit in which it has participated, and past violations of any National Competition rules.
- 2.3.1.9** The Moot Court Bench reserves the right to choose the number of students to represent a university. This decision is solely up to the discretion of the Moot Court Bench.
- 2.3.1.10** All decisions of the Moot Court Bench will be final and conclusive.
- 2.3.1.11** Withdrawal and removal from Phases Two and Three of the Program would be governed by Rules 14 and 15, respectively.
- 2.3.2** Applicable only to *international* students:
- 2.3.2.1** International students will not be a part of the National Competition unless the Moot Court Bench solely at its discretion decides that they may participate in the National Competition.
- 2.3.2.2** In the event they take part in the National Competition, the team shall be considered as an exceptional team and not a University Team, which will enable them to take part only in the preliminary rounds of the National Competition.

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## 2.4 BREACH OF ELIGIBILITY CRITERIA

A team that wholly breaches the eligibility criteria will be disqualified from the National Competition. If only one member is in breach of the criteria, the decision of disqualification of the entire team or the particular member will be at the discretion of the Moot Court Bench.

## 3 PROCEDURE OF APPLICATION

**3.1** Registrations open on 3<sup>rd</sup> January 2024 and close on 20<sup>th</sup> January 2024.

**3.2** Interested students may fill out the application form by way of a [Google Form](#). The link to the Google Form will be available on 3<sup>rd</sup> January 2023, 00:00h (GMT +5.30) on the Moot Court Bench [website](#).

**3.3** When filling out the [Google Form](#), each applicant will be required to attach their CV not exceeding 2 pages and includes a photograph, along with a 2-minute video explaining why they are interested in taking part in the Program, and a short biography not exceeding 100 words.

**3.3.1** If the applicants do not adhere to the above-mentioned procedure in submitting applications (see Rule 3.3) their applications may be dismissed by the Moot Court Bench.

**3.4** By applying for the Program, the applicants shall be deemed to have accepted the Rules, terms and conditions as stated in this document and any subsequent amendments as may be made at the discretion of the Moot Court Bench (see Rule 12.2).

### 3.5 THE INTERVIEW:

**3.5.1** All applicants shortlisted by the Organising Committee upon submitting registrations would be contacted to face the initial interview.

**3.5.2** Students who successfully pass the interview shall receive a confirmation email of the selection after which the payment of registration fees would be due. Please see Rule 3.6 for more details on the registration fees.

### 3.6 REGISTRATION FEES:

**3.6.1** Applicable only to *local* students:

**3.6.1.1** Local students attending the program are required to pay LKR 20,000 before the 18<sup>th</sup> of February 2024.

**3.6.1.2** Local students making their payment on/before the 14<sup>th</sup> of February 2024 will have the opportunity for an early bird discount of 2,000 LKR (Early bird registration fee = 18,000 LKR).

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**3.6.2** Applicable only to *international* students:

**3.6.2.1** International students attending the Program are required to pay USD 100 before the 18<sup>th</sup> of February 2024.

**3.6.2.2** International students making their payment on/before the 14<sup>th</sup> of February 2024 will have the opportunity for an early bird discount of 15 USD (Early bird registration fee = 85 USD).

**3.6.3** Each student is obliged to pay the registration fee before the commencement of the Program, i.e., 19<sup>th</sup> of February 2024.

**3.6.4** The registration fee is payable via bank transfer/online payments. The transfer must indicate the name of the student for which the transfer was made. Any banking charges/transfer fees must be borne by the transferor. The Moot Court Bench will provide requisite payment instructions with the confirmation email as well as an invoice upon request.

**3.6.5** Once the payment is made, the students must send a payment confirmation via email to [mediation@themootcourtbench.com](mailto:mediation@themootcourtbench.com).

**3.6.6** The registration fee is non-refundable.

**3.6.7** Failure to duly pay the registration fee, either by failing to pay on time or in full will result in the revocation of the student's place at the Program unless a valid excuse is communicated in writing via email to [mediation@themootcourtbench.com](mailto:mediation@themootcourtbench.com).

### **3.7** SCHOLARSHIPS

**3.7.1** Scholarships for payment are open to all students who apply for the Program before the 20<sup>th</sup> of January 2024 (deadline). The purpose of considering such applications and granting scholarships is to accommodate students who are unable to pay the complete registration fee due to financial difficulties.

**3.7.2** The Waiver Form attached in the [Google Form](#), must be downloaded, filled with **all** required details, and uploaded to the Google Drive Folder that is included in the Application Form.

**3.7.3** All details mentioned in the Waiver Form must be completed with accurate details and signed by the Applicant. Failure to fill in all details or submission of false information will lead to disqualification of the Scholarship application. In exceptional circumstances decided by the Moot Court Bench, the Application for the Program may be disqualified as well.



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- 3.7.4** The Authoriser (Head of Law School/Immediate Supervisor/Batch Coordinator/or other authority in your institution in charge of students of your enrolled degree) will be contacted by the Moot Court Bench on applying for the scholarship. You must **ensure that the reason for application of the scholarship has been communicated clearly to your Authoriser** and you have acquired his/her approval to include their details in the Waiver Form. The reason communicated to them must be consistent with the description on the Form that is submitted to the Moot Court Bench.
- 3.7.5** If the Applicant is unable to acquire the approval of the Authoriser by the deadline for applications (20<sup>th</sup> January 2024), the Applicant may be allowed to email the Waiver Form on or before 21<sup>st</sup> January 2024 by submitting in writing an excuse email citing the reasons for such failure. Applications for scholarships received after this deadline will not be accepted.
- 3.7.6** The Moot Court Bench will review all received applications for the scholarship for the registration fee and will consult the selected Applicant elaborately in the interview.
- 3.7.7** The Moot Court Bench reserves complete discretion on the offers of instalment plan or partial/complete scholarships. The grant of any scholarship or instalment plan will be communicated to the Applicant via email detailing the selection of the Applicant into the Program and financial exceptions, if any.
- 3.7.8** All students who are **not** granted complete scholarships must pay the remaining fee that is not covered included in the Scholarship before the commencement of the Program.
- 3.7.9** Students who agree to instalment plans must **strictly** adhere to the dates of payment provided by the Moot Court Bench. Failure to comply with these deadlines may lead to the enforcement of penalties/discontinuation of the program at the discretion of the Moot Court Bench.
- 3.7.10** Students who benefit from instalment plans/scholarships are required to maintain this information confidential and are strictly **prohibited** from communicating such information with other students in the Program, unless expressly (either verbally or in writing) communicated otherwise by the Moot Court Bench.
- 3.7.11** The Moot Court Bench shall exclusively extend scholarships under the stipulation that recipients commit to contributing to the ICM Programme or other initiatives at the Moot Court Bench in subsequent years, fulfilling various roles as deemed

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necessary. Recipients of instalment plans or scholarships provided by the Moot Court Bench may be required to make contributions back to the Moot Court Bench, thereby cultivating a culture of reciprocity and shared success.

**3.7.12 Scholarships offered by Education Partners to the ICM Program 2024.**

**3.7.12.1** To provide an advanced learning experience and to offer further opportunities for the highest-performing student(s)/teams at the ICM Program, our Education Partners may offer scholarships to their courses/learning platforms/trainings/internships.

**3.7.12.2** Assigning any such scholarship or opportunities offered by the Education Partners lies at the discretion of the Moot Court Bench and will be communicated to the respective students within two weeks since the conclusion of the ICM Program 2024.

**3.7.12.3** In the event any such opportunity is offered to a student, the student must utilise this opportunity responsibly and ensure that the course/training/internship is completed in the required manner within the duration granted by the Moot Court Bench.

**3.7.12.4** Any materials to which exclusive access is granted to the student in light of such opportunities must not be shared with third parties unless express permission has been granted by the Moot Court Bench and the respective Education Partner.

**3.7.12.5** At least 50% of progress must be made within two months from the date on which access shall be granted to any learning platforms/trainings/internships by the Education Partner.

**3.7.12.6** The Moot Court Bench will monitor the progress of each student and in the event 3.7.12.5 is not adhered to, the student's scholarship may be withdrawn and may not benefit from any similar opportunities in the future.

**3.7.12.7** If the student wishes to not benefit from such opportunities, the same must be communicated in writing to the Head of Mediation and Chief Administrator at the Moot Court Bench, in addition to mentioning the same to the Interview Panel during the interview as mentioned in (refer Rule 2.3.1.3)

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## **4 PROGRAM FORMAT**

### **4.1 PHASE ONE: TRAINING**

- 4.1.1 STRUCTURE:** A 24-hour training will commence on 17th February 2024 which will be mandatory for all students.
- 4.1.2 SYLLABUS:** The training will include a comprehensive introduction to International Commercial Mediation and develop necessary skills in Mediation and Mediation Advocacy.
- 4.1.3 ATTENDANCE:** It is mandatory for every participant to attend a minimum of 80% of the classes to successfully complete the program and then be eligible to be selected to compete in Phase Two of the Program. If any student is unable to attend a class, a reasonable and valid excuse must be given to the Organizing Committee at least three days in advance.
- 4.1.4 FORMAT:** It is highly encouraged for every participant to keep their cameras switched on at all times throughout the course of the training session, except in unavoidable circumstances.
- 4.1.5 ASSESSMENTS**
  - 4.1.5.1** In order to successfully conclude Phase One of the Program, participants will have to complete a Written Assessment and an Oral Assessment at the end of the training. Further instructions and guidelines will be provided to selected participants following their successful admittance to the Program.
  - 4.1.5.2** Each member must achieve a pass mark of 40% in the Oral and Written Assessments to successfully complete the Training Program.

### **4.2 PHASE TWO: NATIONAL COMPETITION**

#### **4.2.1 GENERAL PROCEDURES**

- 4.2.1.1** The National Competition will consist of three Preliminary Rounds and two Knockout Rounds (The Semi-Final Round and the Final Round).
- 4.2.1.2** A Round will consist of a match between two pairs of Negotiators in the role of Client and Counsel and two Mediators. Each pair of Negotiators and both Mediators will be from different Competing Teams.
- 4.2.1.3** The two pairs of members for Negotiation will represent the Requesting Party and the Responding Party, and two members for Mediation will co-

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mediate the Round. A maximum of Two Expert Assessors will assess the Teams.

#### **4.2.2 NOMINATION OF ROLES**

**4.2.2.1** A Competing Team of four members can either nominate one or two members to play the Mediator role for all Rounds of the National Competition. It is up to the discretion of the team to select which Mediator would go for each round if there are two members for the role of Mediator. The remaining two/three members may alternate between the Client and Counsel roles for all Rounds of the National Competition.

**4.2.2.2** A Competing Team of three members can only nominate one member only to play the Mediator role for all Rounds of the National Competition. The remaining two members may alternate between the Client and Counsel roles only for all Rounds of the National Competition.

**4.2.2.3** The nomination of the Mediator(s) from each Team must be communicated to the Organizing Committee on or before the 13<sup>th</sup> of March 2024.

**4.2.2.4** Once the nominations are submitted, a Competing Team is not permitted to exchange roles for any Round of the National Competition.

#### **4.2.3 QUALIFYING FOR THE NATIONAL COMPETITION**

**4.2.3.1** The four highest-scoring members of the Training Program from each Team will qualify to participate in the National Competition.

**4.2.3.2** In case there is a tie between two members of the same Team, the member with the higher scores in the Oral Assessments will qualify for the National Competition.

**4.2.3.3** In case there is a further tie in the scores of the Oral Assessments between two members of the same Team, the member with the highest scores in the Written Assessments will qualify for the National Competition.

#### **4.2.4 THE PROBLEMS**

**4.2.4.1** The National Competition will involve hypothetical disputes, each consisting of General Information available to all Teams, and Confidential Information available only to the members for Negotiation playing the Requesting or Responding Party.

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**4.2.4.2** The General Information for all Rounds will be made available to the participants at least two weeks prior to the National Competition.

**4.2.4.3** The student mediators will only receive the General Information of each Round and not the Confidential Information.

**4.2.5** CONFIDENTIAL INFORMATION FOR REQUESTING/RESPONDING PARTY

**4.2.5.1** The Confidential Information for the Preliminary Rounds will be made available after each team has nominated the members for each role in compliance with Rule 4.2.2.

**4.2.5.2** The Confidential Information for the Semi-Final Round will be made available once the qualifying teams are announced prior to the start of the Round.

**4.2.5.3** The Confidential Information for the Final Round will be made available once the qualifying teams are announced prior to the start of the Round.

**4.2.5.4** Only the assigned Mentors are permitted to interact with their Team during the preparation time for the Preliminary and Knockout Rounds subsequent to the distribution of Confidential Information for each respective Round.

**4.2.5.5** Sharing the Confidential Information with any individual outside the Team, the assigned Mentor, and the nominated Mediator for that Round before or during a Session is **strictly prohibited**. Any breach of this Rule will lead to immediate disqualification from the National Competition.

**4.2.5.6** No additional facts may be introduced into the Round unless they are a logical and necessary extension of the given facts or are publicly available true facts.

**4.2.6** QUALIFYING FOR THE SEMI-FINAL ROUND

**4.2.6.1** The four Teams with the highest number of wins against losses in the Preliminary Rounds for Negotiation will advance to the Semi-Final Round as Negotiator Teams.

**4.2.6.2** The four Teams with the highest number of wins against losses in the Preliminary Rounds for Mediation will advance to the Semi-Final Round as Mediator Teams.

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**4.2.6.3** In the event there is a tie in the number of wins in the Preliminary Rounds, the team with the highest overall score from all Preliminary Rounds will be qualified for the Semi-Final Round.

**4.2.6.4** In the event there is a tie in the highest overall score (as described in 4.2.6.3) the team that has scored the highest in a single Preliminary Round (irrespective of which Preliminary Round) will be qualified for the Semi-Final Round.

**4.2.6.5** In the Semi-Finals, the Teams will be paired according to their ranking at the end of the Preliminary Rounds.

**4.2.7** QUALIFYING FOR THE FINAL ROUND: NEGOTIATION

**4.2.7.1** The two winning Teams for Negotiation of the Semi-Final Round will advance to the Final Round.

**4.2.7.2** In the case there is a tie in the Semi-Final, the Preliminary Round scores will be added to the Semi-Final scores and the Team with the highest total for Negotiation will qualify for the Final Round.

**4.2.7.3** The Team with the highest scores in Negotiation will be the winning Team for Negotiation of the National Competition.

**4.2.8** QUALIFYING FOR THE FINAL ROUND: MEDIATION

**4.2.8.1** The two winning Teams for Mediation of the Semi-Final Round will advance to the Final Round.

**4.2.8.2** In the case there is a tie in the Semi-Final, the Preliminary Round scores will be added to the Semi-Final scores and the Team with the highest total for Mediation will qualify for the Final Round.

**4.2.8.3** The Team with the highest scores in Mediation will be the winning Team for Mediation of the National Competition.

**4.3** PHASE THREE: INTERNATIONAL PHASE

**4.3.1** The aim of the International Phase of the Moot Court Bench International Commercial Mediation Program is to instruct, and train selected teams to take part at the International Chamber of Commerce Commercial Mediation Competition (“ICC Paris”) held annually in France, and any other Mediation Competitions.

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- 4.3.2** The Winning team for Negotiation of the Competition will be the selected team to represent Sri Lanka, the Moot Court Bench and their respective University at ICC Paris and any other Mediation Competitions.
  - 4.3.3** The Moot Court Bench may decide to incorporate the Mediator Team of the same University as the Winning Negotiator Team into Phase Three based on the performance of the members of the aforesaid Mediator Team.
  - 4.3.4** By virtue of Rules 4.3.2 and 4.3.3, the Team's composition for Phase Three may include members from both the Mediator and Negotiator Teams from the Competition, the ratio of which would lie at the discretion of the Moot Court Bench.
  - 4.3.5** Should a vacancy or vacancies exist in the Team chosen to proceed to Phase Three, or in an instance where one of the selected students withdraws from the team or is removed (pursuant to Rules 14 and 15 respectively), the Moot Court Bench may reach out to the next most suitable participant who has completed Phase 1 or Phases 1 *and* 2 of the Program and offer the vacant, or presently vacant, spot. Such participants shall go through the selection procedure set out in Rule 2.
  - 4.3.6** Changes may be made to the composition of the team, should exceptional circumstances arise; this would be at the discretion of the Moot Court Bench. All such changes and reasons thereof would be communicated to the university via email.

## **5 THE NATIONAL COMPETITION ROUNDS**

### **5.1 ACTING TEAM MEMBERS**

- 5.1.1** In advance of the National Competition, the Organising Committee will randomly assign Teams for the Preliminary Rounds (as Requesting/Responding Party and Mediator). Every attempt will be made so that no two Teams will compete against each other more than once during the Preliminary Rounds.
  - 5.1.1.1** In the event, despite such attempts, two teams compete against each other in more than one Preliminary Round, or if the same Expert Assessor(s) assesses the same competing Team(s) in more than one Preliminary Round, the decision of the Moot Court Bench will remain unchanged and final.
- 5.1.2** A Team can appoint any two students, at its discretion, to play the role of Client and Counsel respectively for either the Requesting or Responding Party, as assigned for each Round. A Law Student must always take the role of Counsel.

**5.1.3** A team can appoint any student, at its discretion, to play the role of Mediator for each Round.

## **5.2 DURATION OF THE ROUNDS**

Total Time	140 mins
Audio - Check	5 mins
Co-mediators' discussion	15 mins
Negotiation Session	90 mins
Scoring Time	10 mins
Assessors' Feedback	20 mins

## **5.3 BREAK**

Each Negotiator Team may request a break from the session for a duration of 3 minutes. Failing to adhere to this time limit will result in a penalty of the scores of the Negotiator Team in breach.

## **5.4 CAUCUS**

**5.4.1** Both the Mediators and Negotiators may call for one caucus or cross caucus each during a Mediation session. Each caucus may last a maximum of five minutes.

**5.4.2** During the caucus, the competing Negotiator Team will be sent to a separate breakout room.

## **5.5 TIMEKEEPING**

The Session Supervisors of the Mediation Round will be the official timekeepers. They will be appointed by the Organizing Committee and have no connection with the Negotiator Team or the Student Mediators. They will notify the participants and the Expert Assessors of the time limits of the session and the caucuses. If there is no Session Supervisor available for a Round, the Expert Assessors will be the timekeepers. The decisions on timekeeping are Final.



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## 5.6 HANDOUT

- 5.6.1 Teams may present during each Mediation one handout only, limited to one A4 sheet of paper (one-sided), which can include any kind of content (pictures, diagrams, graphic representations, drawings, text or other). Copies of this handout shall be given to the other Negotiator Team, the Mediator and the Assessors when first produced by a Team.
- 5.6.2 In online setups, Teams may present during each Mediation one handout only, limited to one page of a word document. The Team can be allowed to drop the attachment in the zoom Chat.

## 5.7 ASSESSMENT CRITERIA

The assessment criteria applied to the Negotiator Teams (both Client and Counsel's performance) and the Mediator role respectively can be found in the Score Sheets (See Annex I).

## 6 OUTSIDE MATERIALS

### 6.1 OBSERVING

- 6.1.1 Members and the assigned Mentor of the same team are allowed to observe the performances of **their own Team** during all Rounds.
- 6.1.2 Participants are permitted and encouraged to observe the performances of the other Teams during the Knockout Rounds.
- 6.1.3 Expert Assessors may observe a mediation session during any Round. If they wish to do so, they must inform the Organizing Committee at least 30 minutes prior to the Round.
- 6.1.4 The Final Round of the National Competition may be live streamed to the public via the Moot Court Bench YouTube channel.
- 6.1.5 All observers, including Team members and Mentors must not conduct themselves in a manner so as to distract the Participants during the Round by any means and must have their videos and microphones switched off at all times, to avoid any disturbances to the Round.

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## **6.2 ASSISTANCE DURING A SESSION**

**6.2.1** No person shall give advice, assistance, or instructions to, or communicate or attempt to communicate with any of the participants from the competing teams during the mediation session.

**6.2.2** The Zoom link **cannot** be shared with anyone outside competing Teams and their Mentors. Violation of these Rules, regardless of the extent of the communication or who began the communication, shall result in disqualification of the whole team from the National Competition.

## **7 SCORING AND AWARDS**

### **7.1 EXPERT ASSESSORS**

**7.1.1** Each Preliminary Round will be assessed by a panel of two Expert Assessors, but in exceptional cases, three. The Semi-Final Round will be assessed by a panel of three Expert Assessors and three to five Expert Assessors will be assigned to assess the two Negotiator Teams and two Mediator Teams in the Final.

**7.1.2** The participants are not allowed to communicate, either directly or indirectly, with any Expert Assessor during the National Competition, except when feedback is provided at the end of a Round.

### **7.2 SCORING**

The Expert Assessors will receive 15 minutes to score the Negotiator Teams and the Mediators after every Round, based on separate Score Sheets for the two roles.

### **7.3 FEEDBACK**

**7.3.1** After submitting the scores online, the Expert Assessors will receive 15 minutes to provide feedback to all participants in the Round. The Expert Assessors will provide feedback to the Student Mediators and Negotiator Teams at the end of each session, based on the criteria in the Score Sheets. This feedback will not include the scores awarded nor reveal who won the Round.

**7.3.2** The Teams can request information from the Organizing Committee about their scores for each Round and ranking 3 weeks after the Final Round.

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## **8 PRIZES AND AWARDS**

The Expert Assessors will separately score points on a Special Awards score sheet for a Special Award during the Preliminary Rounds. These recommendations will not be revealed to any participant. For the purposes of Rules 8.1 and Rule 8.2, a Prize or Award entails a certificate given in recognition of an achievement.

### **8.1 PRIZES**

#### **8.1.1 PRELIMINARY ROUNDS**

##### **8.1.1.1 NEGOTIATION**

- Distinction in the Opening Statement
- Distinction in Mediation Advocacy
- Distinction in Teamwork between Counsel and Client
- Distinction in Creative Solution Generation
- Distinction in Relationship Building

##### **8.1.1.2 MEDIATION**

- Best Contribution of the Opening Statement to the Mediation
- Best Mediation Management

#### **8.1.2 KNOCKOUT ROUNDS**

- 1st Prize Negotiation (Winning Negotiator Team in the Final Round)
- 2nd Prize Negotiation (Runners-up Negotiator Team in the Final Round)
- 1st Prize Mediation (Winning Mediator of the Final Round)
- 2nd Prize Mediation (Runners-up Mediator in the Final Round)

#### **8.1.3 TRAINING PROGRAM**

- Highest Performing Student in the International Category

#### **8.1.4 All Prizes will be awarded to the entire Team.**

### **8.2 CERTIFICATES**

Each Negotiator Team member and Mediator team member will receive certificates of accomplishment should they win a Prize and/or receive an Achievement Award. All participating students will receive a certificate of participation. Except in the case of disqualification this holds true. The Organizing Committee cannot issue additional certificates.

## **9 VIRTUAL ROUND GUIDELINES**

**9.1** The Preliminary, Semi-Final and Final Rounds will take place on the Zoom platform.

**9.2** In the event it is decided to conduct the National Competition in-person, all participants will be informed well in advance.

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- 9.3 Each individual including any observers must rename themselves upon entering the breakout room (eg: Mr. Silva – Assessor, Ms. Sam – Observer). The participants must rename themselves with their Team Number, Role, and Party. (eg: T03\_Counsel\_Req Party).
  - 9.4 Teams are requested to join the online room 30 minutes prior to the commencement of the Round to begin to test their audio and video quality to ensure that the Round progresses smoothly without interruption.
  - 9.5 The Team members' camera and microphone should be firmly positioned throughout the Round so as to show both members and ensure their voices are clearly audible. External cameras and microphones may provide better quality audio-visual experience.
  - 9.6 Each team is responsible for finding a suitable venue from which to participate. The venue must be a quiet and private location which has adequate and reliable internet activity and should not be located in public and open spaces or hallways or similar areas.
  - 9.7 Teams shall mute their microphones when not speaking and ensure there is no rustling of papers and extraneous noise during the Round.

## **10 VIOLATION OF THE RULES**

- 10.1 If any of the Rules above have been violated by a team or any of its member(s), and a complaint, whether initiated by the Organizers, or by a competing Team or an Assessor, is made, the Moot Court Bench, at their absolute discretion, can sanction a team by imposing a penalty which would result in deduction of points, or, in case of serious breaches, disqualification of the whole team. Such decisions are final and are not subject to appeal.
- 10.2 Mentors who have breached any Rule or ethics of the National Competition will be prohibited from participating in the National Competition in any role in the succeeding years.

## **11 PENALTIES**

- 11.1 The following malpractices will result in a penalty score of 5 points:
  - 11.1.1 Any communication with an external party during the Round
  - 11.1.2 Obtaining assistance during the Round
  - 11.1.3 Creating or introducing new facts to the Problems
  - 11.1.4 Sharing confidential information with other teams, or the own team's assigned Mediator for that respective Round
  - 11.1.5 Being late to a Round, without providing a valid reason in advance

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**11.1.6** Exceeding the time limit given for Round breaks

**11.2** Repeat violations would result in the penalty being multiplied accordingly.

## **12 TRAINING FOR PHASE THREE**

**12.1** Training for ICC Paris will commence upon the induction of teams to Phase Three.

**12.2** Coaches for Phase Three would be provided by the Moot Court Bench and the teams are barred from seeking any help or advice, either individually or unilaterally, from external parties.

**12.3** Any contravention of Rule 12.2 above may lead to the termination of the team from Phase Three.

**12.4** During this Phase, students are barred from taking part in any other moot training and or moot competition(s) without the prior consent of the ICC Paris Coach(es), the Head of the Mediation Program, and the Partnership.

**12.5** During this Phase, students are barred from engaging in practice sessions with teams, coaches and/or mediators with whom a conflict of interest exists at the time of said practice sessions.

## **13 CONDUCT**

**13.1** All team members are required to act with utmost professionalism both during training and when representing their team and Sri Lanka at ICC Paris.

**13.2** Repercussions stemming from any form of misconduct and or malpractice during ICC Paris would be borne by the student in question. The Moot Court Bench and/or the coach(es) will not take responsibility for any misconduct and or malpractice.

**13.3** In an event where a selected student displays unsatisfactory conduct or lack of commitment, the Moot Court Bench reserves the right to remove such student from progressing further.

## **14 WITHDRAWAL FROM PHASE THREE**

**14.1** Any attempt at withdrawal once selected to a team must be supported with sufficient cause.

**14.2** Such withdrawal may disqualify a student from taking part in future Moot Court Bench activities.

**14.3** Any attempt to withdraw shall be communicated in writing via an email sent to the Chief Administrator of the Moot Court Bench and to the coach(es) of the respective team.

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- 14.4** Such withdrawal shall be communicated to the respective university by the Moot Court Bench.
  - 14.5** The Moot Court Bench reserves the right to dissolve a team if such withdrawal affects the team in a manner that the Coach(es) deem it to no longer be practicable to move ahead.
  - 14.6** Upon the withdrawal of a student, the Moot Court Bench may remove the name of such student from any and all representation of the team with regard to the Moots.
  - 14.7** The student shall hand over all documents belonging to the Moot Court Bench and such student's access to their Google Drive and access to other accounts and databases received during Phase Three, shall be terminated.
  - 14.8** Any opportunity, whether in the form of a scholarship, internship, or any other award that the student has received from the Moot Court Bench or any sponsors or partners, as a result of their selection to be a part of the Moot Court Bench sponsored team for ICC Paris, may be made null and void upon withdrawal from the program, subject to the discretion of the Moot Court Bench.
  - 14.9** The decision of the Moot Court Bench shall be final and binding.

## **15 REMOVAL FROM PHASE THREE**

- 15.1** The Moot Court Bench reserves the right to remove a team member by reason of the provisions provided in Rule 12 and 13 above or any other circumstances that are sufficiently serious, that the Coach(es) deem would make the team member unfit to progress further.
- 15.2** Such removal may disqualify a student from taking part in future Moot Court Bench activities.
- 15.3** The process of removal shall be as follows:
  - 15.3.1** The request for removal shall be made by the respective Coach(es) to the Head of Mediation.
  - 15.3.2** An inquiry will be held into the above with the involvement of the Administration of the Moot Court Bench.
  - 15.3.3** Recommendations, following the inquiry, shall be forwarded to the Partnership of the Moot Court Bench, who will make the final decision on the removal.
  - 15.3.4** The removal and reasons thereof will be communicated via email to the student and the respective university.
- 15.4** Such removal and reasons thereof shall be communicated to the respective university by the Moot Court Bench.

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- 15.5** The Moot Court Bench reserves the right to dissolve a team if such removal affects the team in a manner that the Coach(es) deem it to no longer be practicable to move ahead.
- 15.6** Upon the removal of a student, the Moot Court Bench may remove the name of such student from any and all representation of the team with regard to the Moots.
- 15.7** The student removed shall hand over all documents belonging to the Moot Court Bench and such student's access to their Google Drive and access to other accounts and databases received during Phase Three, shall be terminated.
- 15.8** Any opportunity, whether in the form of a scholarship, internship, or any other award that the student has received from the Moot Court Bench or any sponsors or partners, as a result of their selection to be a part of the Moot Court Bench sponsored team for ICC Paris, may be made null and void upon removal from the program, subject to the discretion of the Moot Court Bench.
- 15.9** The decision of the Moot Court Bench shall be final and binding.

## **16 MISCELLANEOUS**

Any issue or clarification pertaining to administration and organization of the National Competition must be directed to the Organizing Committee via email. Any and all content, including all the Problems used in the Program, any documents and audio/visual recordings created or produced for, or during the Program, are or will become the exclusive property of the Moot Court Bench, without whose express written consent these may not be used for any purpose outside the Program.

### **16.1 INTERPRETATION OF THE RULES**

If there is any ambiguity in interpreting these Rules, the interpretation of the Moot Court Bench of the same shall be final and conclusive.

### **16.2 AMENDMENT OF RULES**

The Moot Court Bench may amend these rules without prior notice and shall make such amended rules available to the public within 2 days of such amendment on the Moot Court Bench [website](#). The amendments shall take effect upon being made accessible on the [website](#).

### **16.3 COMPLAINTS PROCEDURE**

If any participant believes that there has been a violation of the Rules or has a complaint pertaining to any issue concerning the National Competition, they must submit a duly filled Complaint Form that will be made available upon request.

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#### **16.4 DISQUALIFICATION**

Withdrawal from the Program may disqualify a student's participation in future Moot Court Bench activities.



## ANNEX I: SCORESHEET – NEGOTIATION

NEGOTIATION SCORESHEET		
Team Scores: 5 = Excellent: 4 = Very Good: 3 = Good: 2 = Satisfactory: 1 = Poor		
Team X Scores	Category	Team X Scores
	<b>Opening Statement</b>	
	Presentation of the facts and if relevant legal considerations leading to the dispute	
	Communicating interests	
	Showing willingness to collaborate	
	<b>Information Gathering</b>	
	Asking relevant questions	
	Active listening skills	
	Understanding the other party's interests	
	<b>Teamwork</b>	
	Communicating effectively with each other and working together as a team	
	Effectively dividing responsibilities	
	Providing mutual backup	
	<b>Session Progression</b>	
	Building a constructive atmosphere in the session	
	Time management	
	Strategic disclosure of confidential information	
	<b>Advancing Your Interests</b>	
	Ability to assert and advance your business and other interests throughout the Mediation	
	Flexibility in adapting to the unexpected	
	Where appropriate, assertion of your BATNA	

	<b>Working Together to Develop Options</b>	
	Coming up with constructive and, if appropriate, creative options to solve the dispute	
	Spending sufficient time on developing different options	
	Reality testing developed options	
	<b>Problem Solving and Relationship Building</b>	
	Establishing a problem-solving relationship with the other side, if possible	
	Recognizing other party's interests and attempting to satisfy them where helpful to your own interests	
	<b>Making Good Use of the Mediator</b>	
	Showing awareness of how the mediator can help	
	Making appropriate use of tools such as caucuses	
	Responding to mediator's interventions appropriately	
	<b>TOTAL</b>	
Please indicate which Competing Team won this Round	<input type="checkbox"/> Team X	<input type="checkbox"/> Team Y

## ANNEX II: SCORESHEET – MEDIATION

MEDIATION SCORESHEET		
Team Scores: 5 = Excellent: 4 = Very Good: 3 = Good: 2 = Satisfactory: 1 = Poor		
Mediator X Scores	Category	Mediator Y Scores
	<b>Opening Statement</b>	
	Conveying the importance of the process, creating a constructive atmosphere at the beginning, effective explanation of the process with special reference to the role of the mediator	
	<b>Mediation Process</b>	
	Patience, positivity, persistence, building of trust and rapport with the parties, maintaining an impartial and non-judgmental approach	
	<b>Listening and Questioning Skills</b>	
	Appropriate use of active and passive listening, effective body language, timely interventions, effective framing of questions, good use of time by summarising and asking questions where appropriate	
	<b>Effective Problem-Solving Skills</b>	
	Use of common and conflicting interests to the advantage of the Mediation process, assisting parties to move ahead with the relationship, contribution to an effective process and outcome; assistance in developing a problem-solving approach	
	<b>Facilitating Option Generation</b>	
	Assisting option generation, steps taken to keep options realistic and ethical, encouraging the parties to generate win-win options	
	Showing awareness of how the mediator can help	

	Making appropriate use of tools such as caucuses	
	Responding to mediator's interventions appropriately	
	<b>TOTAL</b>	
Please indicate which Competing Mediator won this Round	<input type="checkbox"/> Mediator X	<input type="checkbox"/> Mediator Y