

CO-OPERATION AGREEMENT

BETWEEN

THE AUSTRALIAN CENTRE FOR INTERNATIONAL COMMERCIAL  
ARBITRATION

AND

THE FICCI ARBITRATION AND CONCILIATION TRIBUNAL  
(ACICA-FACT ARBITRATION CO-OPERATION AGREEMENT)

1 March 2007

**Parties:**

**The Australian Centre for International Commercial Arbitration** whose head office is situated at Level 6, 50 Park Street Sydney, Australia.

(**'ACICA'**)

and

**The FICCI Arbitration and Conciliation Tribunal** whose head office is situated at Federation House, Tansen Marg, New Delhi, India.

(**'FACT'**)

**Recital:**

The Parties are convinced that a wider use of commercial arbitration through fair, expeditious and inexpensive procedures, lends confidence and stability to international trade, commerce and investment.

**Agreement:**

ACICA and FACT agree as follows:

1. The Parties agree to cooperate in the promotion of arbitration and alternative means of dispute resolution and for that purpose may undertake the organisation of conferences, seminars and educational programmes on arbitration and alternative means of dispute resolution.

2. The Parties will promote wider use of arbitration under their auspices and will recommend to firms engaged in India and in Australia as an optional clause, the insertion in contracts of the following provision:

*“All disputes, differences or claims that may arise between the parties out of or in relation to this contract, or for the breach thereof, shall be settled by arbitration under the ACICA-FACT Arbitration Co-operation Agreement dated 1 March 2007, which each party hereto is bound.*

*The parties agree that the arbitration shall be held in Australia / India [delete one].*

*The dispute shall be resolved in keeping with the provisions of the contract and the substantive law of \_\_\_\_\_ [specify]*

*The award of the respective arbitration shall be binding upon both parties”*

- a. If the relevant arbitration is to be held in India, the dispute shall be submitted to FACT, New Delhi, which will settle it in accordance with its Rules of Arbitration. If the relevant arbitration is to be held in Australia, the dispute shall be submitted to ACICA, Sydney, which will settle it in accordance with the ACICA Arbitration Rules.
  - b. In default of an agreement regarding the venue of arbitration, the dispute shall be submitted to arbitration in the Respondent’s country.
  - c. When either FACT or ACICA has received from a party to a contract a demand for arbitration in accordance with this agreement, it shall immediately transmit a copy of such demand to the other party and to the other Party and shall notify the party demanding the arbitration, accordingly.
3. The Parties shall exchange information and advice on arbitration and alternative means of dispute resolution both electronically and in hard copy whichever is appropriate, and shall regularly exchange periodicals, pamphlets, newsletters and any other relevant printed materials with each other.
  4. The Parties shall, when convenient, exchange visits to each others' centres, in order to get acquainted with the daily work procedures and experiences of the other and in order to reciprocate views and ideas about each others' procedures;
  5. The Parties shall inform each other of the training courses, seminars or workshops held by each on the subject of this agreement and to invite the representatives of each to attend these events;

6. At the request of a Party, the other Party shall recommend persons suitable in its opinion to act as arbitrator, mediator, conciliator or expert;
7. The Parties shall use their best endeavours to provide to each other, upon request, facilities, including administrative services, for recording of evidence or taking of any other step in arbitration proceedings under their auspices. Such expenses as are incurred for the purpose shall be reimbursed by the institution requesting for the facilities.
8. Subject to the above provision, or unless expressly otherwise agreed to by the Parties, each Party shall assume the costs of carrying out of its objectives under this agreement;
9. This agreement may be amended by the mutual consent of the Parties by adding new clauses or elaborating on existing ones by way of Supplemental Agreements;
10. This agreement shall take effect on the date of the last signature and shall remain valid for an indefinite period and may be terminated by either Party with 3 months' notice in writing.
11. The Parties shall, where appropriate, cooperate in providing assistance in the enforcement of arbitral awards particularly where enforcement is sought of awards rendered in arbitral proceedings under the auspices of the Parties.
12. This agreement is done in duplicate in English, both copies being equally authentic and shall become effective on 1 March 2007.

In witness whereof, the authorised representatives of the above Parties have appended their signatures on this agreement.

**Signed:**

For and on behalf of the  
**Australian Centre for International  
Commercial Arbitration**

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Michael Pryles  
President

For and on behalf of the  
**FICCI Arbitration and Conciliation  
Tribunal**

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Arun Chawla  
Registrar