

# MEMORANDUM OF UNDERSTANDING BETWEEN



INDIA INTERNATIONAL ARBITRATION CENTRE  
(IIAC)

AND



ASIAN-AFRICAN LEGAL CONSULTATIVE  
ORGANIZATION  
(AALCO)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered on this 01<sup>st</sup> Day of March 2025

**BETWEEN:**

**INDIA INTERNATIONAL ARBITRATION CENTRE** (hereinafter referred to as the "IIAC"), located at Plot No. 6, Institutional Area, Vasant Kunj, New Delhi - 110070, India.

**AND**

**THE ASIAN-AFRICAN LEGAL CONSULTATIVE ORGANIZATION** (hereinafter referred to as the "AALCO"), having its Permanent Headquarters at 29-C, Rizal Marg, Diplomatic Enclave, Chanakyapuri, New Delhi - 110021.

IIAC and AALCO shall hereinafter referred to singularly as "Party" and jointly as the "Parties").

Whereas the IIAC has been established by an Act of Parliament, the India International Arbitration Centre Act, 2019. IIAC is the only arbitral institution in India which has been established by an Act of Parliament and has been declared to be an institution of National Importance.

The objects of the IIAC include developing itself as a flagship institution for conducting international and domestic arbitration, and collaborating with other national and international institutions and organisations to ensure the credibility of the IIAC as a specialised institution in arbitration and mediation.

The dispute resolution processes have a huge impact on the economy and the global perception of doing business in India. To this end, the IIAC aims to inspire confidence amongst parties (both domestic and international) by providing a neutral dispute resolution platform for resolution of commercial disputes through a seamless arbitral process.

The Objects and Functions of the IIAC are provided in the India International Arbitration Centre Act, 2019. The IIAC is required, among other things, to:

- facilitate the conduct of arbitration and other forms of alternative dispute resolution mechanism, both international and domestic;
- provide cost effective and timely services for the conduct of arbitration and

mediation at national and international level;

- maintain panels of accredited arbitrators and mediators both at national and international level; and
- impart training in alternative dispute resolution and related matters to those who are handling arbitration and mediation.

Whereas the AALCO is an inter-governmental organization dealing with legal matters of common concern to its forty-nine Member States from Asia and Africa. It was established in 1956, as a tangible outcome of the historic Bandung Conference of 1955. Pursuant to the Headquarters Agreement between the Government of India and AALCO which was signed on 26 April 2000, New Delhi, India is the seat of the Permanent Headquarters of AALCO (Article 2(1) of the Statutes of AALCO).

As per purposes and objectives stipulated in Article 1 of the Statutes, AALCO serves as a forum to consider and deliberate on issues related to international law that may be referred to the Organization by the Member States and for Asian-African co-operation in legal matters of common concern. Further, AALCO is required to exchange views, experiences and information on matters of common concern having legal implications and to make recommendations thereto if deemed necessary. For the said purposes, AALCO conducts capacity building programmes and activities.

RECOGNIZING the contribution of AALCO in promoting institutional arbitration in the Asian and African regions since 1974.

CONSIDERING that AALCO has established cooperative arrangements with the United Nations, its Agencies and other International Organizations or bodies with a view to promoting such cooperation in the field of international law in the Asian and African regions and that the AALCO Secretariat is entrusted with the responsibility of establishing such cooperative arrangements.

CONSIDERING that IIAC is the only arbitral institution in India which has been established by an Act of Parliament and has been declared to be an institution of National Importance with the object, among other things, to promote research and study, providing teaching and training, and organising conferences and seminars in arbitration, conciliation, mediation and other alternative dispute resolution matters as well as to collaborate with other national and international institutions and organisations for ensuring credibility of the Centre as a specialised institution in

arbitration and mediation.

**CONSIDERING** that IIAC and AALCO have the common objective of promotion of international commercial arbitration and also promotion of the study, practice, dissemination and development of institutional arbitration, for the benefit of Asian African region, through capacity building programmes and activities. Further, IIAC and AALCO are keen on serving as platforms for collective dialogue on legal concerns with particular reference to international commercial arbitration and institutional arbitration in Asian African region.

**ACKNOWLEDGING** the contribution of IIAC in the promotion of institutional arbitration (domestic and international commercial arbitration) and other form of ADR services in India and it's zest in collaborating with international institutions for the progressive development of institutional arbitration and ADR services in India.

**DESIROUS** of developing relations and enhancing their respective capacities to address issues and important practical problems relating to international commercial arbitration and institutional arbitration within the Asian-African region, in accordance with their relevant policies and activities relating to training and research.

**CONVINCED** that the development and strengthening of the cooperation between the parties in matters of common interest in the field of international commercial arbitration including institutional arbitration would be of mutual benefits to both Parties, and bring about better coordination and effective implementation of their respective objectives.

**HEREBY AGREE AS FOLLOWS:**

## **ARTICLE I**

### **PURPOSE AND SCOPE**

- 1.1. The purpose of this MOU is to provide a framework agreement between parties to promote cooperation in matters of common interest relating to their purposes and functions in the area of arbitration particularly international commercial arbitration and other forms of Alternative Dispute Resolution ("ADR") particularly in the interest of the Member States of AALCO within the Asian and African regions.

- 1.2. Each Party will endeavour to take necessary steps to encourage, enhance and promote the knowledge of arbitration for promoting arbitration as the preferred mode of dispute resolution so as to further improve the economic and trade environment in the Asian- African Region.

## ARTICLE II

### TECHNICAL COOPERATION

- 2.1. The Parties agree to cooperate with each other in the implementation of specific programs/projects relating to international commercial arbitration and institutional arbitration with a particular focus on Asia and Africa and jointly hold academic seminars, workshops, meetings or conferences on topics of common interest in the field of international commercial arbitration, institutional arbitration and other forms of ADR.
- 2.2. The Parties further agree to undertake joint research activities or consultations on matters of common interest in the field of international commercial arbitration, institutional arbitration and other forms of ADR.
- 2.3. Parties are encouraged to develop joint activities, based on additional individual agreements, including conferences, forums, joint publications, exchange of papers, certificate courses, educational materials etc. in the field of international commercial arbitration, institutional arbitration and other forms of ADR.
- 2.4. Parties shall actively participate in each other's online and offline activities such as ADR conferences, seminars, forums and training activities and recommend those events to their respective members and stakeholders, as the case may be.

For the effective implementation under this Article:

(a) Parties may put each other's website link and/or logo on their respective official website while organising arbitration and ADR related conferences, seminars, forums and training activities.

(b) Parties shall endeavour to publish arbitration and ADR related promotion through their respective platforms such as newsletter, social media pages, email blast, live streaming platform, etc while organising ADR conferences, seminars, forums and training activities.

(c) Parties may publish academic articles regarding to ADR written by the other party or its members on their respective publication, subject to their own publication guidelines.

- 2.5. The terms of specific cooperation under this Article shall be further discussed and agreed upon in writing by the Parties prior to the initiation of any particular activity. Cooperation will also be subject to the availability of funds, depending upon the nature of activity undertaken.

### ARTICLE III

#### EXCHANGE OF INFORMATION

- 3.1. Subject to their respective policies and rules regarding disclosure of information, and within the framework of this MoU, the Parties agree to exchange on regular basis relevant information and documents relating to issues of common interest in the field of arbitration and ADR.
- 3.2. Parties will also keep each other informed of current and planned activities of mutual interest for the purpose of identifying areas in which cooperation between them may prove desirable.
- 3.3. Parties shall help and coordinate with each other to open up ADR market for resolution of international commercial disputes in the Asian African region through institutional arbitration.
- 3.4. By mutual agreement, certain publications related to arbitration and other modes of ADR may be exchanged between the parties. Each party agrees to display sample copies of publications received from the other parties in their respective libraries.

### ARTICLE IV

#### FINANCIAL IMPLICATIONS

- 4.1. This MOU will not give rise to any financial obligation by one Party to the other.
- 4.2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

**ARTICLE V**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 5.1. The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations and with other international agreements signed by the Parties.
- 5.2. The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 5.3. Notwithstanding anything in sub-article 5.1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
  - (a) jointly by the Parties, or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the parties in accordance with the terms to be mutually agreed upon: and
  - (b) solely and separately by IIAC or AALCO, or research results obtained through the sole and separate effort of IIAC or AALCO, as the case may be, shall be solely owned by the Party concerned.

**ARTICLE VI**  
**COMMUNICATION**

- 6.1. Any communication under this MOU will be in writing delivered by mail to the address or sent to the electronic mail address of IIAC or AALCO, as the case may be, shown below or to such other address or electronic mail address as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address number which is duly acknowledged:

**ADDRESS OF IIAC:**

INDIA INTERNATIONAL ARBITRATION CENTRE (IIAC)  
Plot No. 6, Institutional Area,  
Vasant Kunj,  
New Delhi - 110070,  
India  
Tel: +91-11-20907792 / 7793

**Authorized Representative:**

Registrar, IIAC

registrar@indiaiac.org

**ADDRESS OF AALCO:**

ASIAN-AFRICAN LEGAL CONSULTATIVE ORGANIZATION (AALCO),

29-C, Rizal Marg, Diplomatic Enclave,

Chanakyapuri,

New Delhi - 110021.

India

**Authorized Representative:**

Secretary-General

mail@aalco.int

**ARTICLE VII**

**REVISION, MODIFICATION AND AMENDMENT**

- 7.1. Either Party may request in writing a revision, modification or amendment of all or any part of this MOU
- 7.2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this MoU.
- 7.3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 7.4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this MOU before or up to the date of such revision, modification or amendment.

**ARTICLE VIII**

**MUTUAL CONSULTATIONS**

- 8.1. Matters not specifically provided herein shall be decided through mutual consultations and in good faith between parties

## ARTICLE IX

### DURATION AND TERMINATION

- 9.1. This MoU shall come into force on the date of signing and shall remain in force for a period of three (3) years. Thereafter, it will be renewed automatically for subsequent periods of three (3) years unless either party gives notice in writing six (6) months prior to the expiration of such period, to terminate the MoU.
- 9.2. Should either party wishes to terminate this MoU, it shall notify the other party at least three (3) months in advance of the date of termination. Either party may give written notice to terminate this agreement without cause. Termination shall be without penalty.

## ARTICLE X

### MISCELLANEOUS

- 10.1. This MoU, as a framework agreement, shall serve as a guiding document for long- term cooperation between Parties and as basis for cooperation on specific projects between IIAC and AALCO in the future. This MoU only indicates the intention of friendly cooperation between parties and shall not constitute legally binding obligations or commitments on IIAC and AALCO.
- 10.2. Parties agree to settle the dispute concerning interpretation and/or application of any of the provision of this MoU through friendly negotiation.
- 10.3. Parties will have an original copy of this MoU in their respective possession. Each copy has the same effect and shall come into effect upon being signed by the authorized representatives of IIAC and AALCO.
- 10.4. The scanned copy of this duly signed MoU has the same effect as the original version.

[END OF CLAUSES]

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding.

Done in duplicate in English, on this 01<sup>st</sup> day of March, 2025.

Both originals are equally authentic



Name: Justice Hemant Gupta (Retd.)

Designation: Chairperson

Date:

Witness:

Seal:



Name: H.E. Dr. Kamalinne Pinitpuvadol

Designation: Secretary-General

Date:

Witness:

Seal: