Centre for Alternative Dispute Resolution, RGNUL CADR RESEARCH ASSISTANTSHIP RULES 2025-26

- **1. Short title and commencement.**—(1) These rules may be called the CADR Research Assistantship Rules 2025-26.
- (2) These Rules shall come into effect for the members of CADR from the date of notification of the first call for expression of interest for research assistantship by the CADR for its members for the academic year 2025-26.
- (3) These Rules shall come into effect for all students of RGNUL on the date of notification of the first call for expression of interest for research assistantship by the CADR for the students for the academic year 2025-26.
- (4) The Rules shall remain in force for the Academic Year 2025-26 and may be renewed by notification via official mail at the commencement of the new academic session;

provided that, the Rules shall continue to be applicable on the Research Assistants if their term continues beyond the academic year 2025-26.

2. Definitions.—In this Act, unless the context otherwise requires,—

- (a) "CADR-RGNUL" or "CADR" or "Centre" shall mean the Centre for Alternative Dispute Resolution at the Rajiv Gandhi National University of Law, Patiala, Punjab constituting members for the academic year of 2025-26;
- (b) "RGNUL" or "University" or "RGNUL, Punjab" shall mean Rajiv Gandhi National University of Law, Patiala Punjab.
- (c) "Board" means the Editorial Board & Research Team of the CADR-RGNUL for A.Y. 2025-26;
- (d) "Facilitator" means a person from the Board who shall act as the point of contact between the Centre, the Guest Author, and Research Assistant;

provided that, the point of contact will be the RA themselves if they are a member of the Centre for A.Y. 2025-26 and they shall perform all responsibilities of the Facilitator in the same event;

- (e) "Guest Author" or "GA" means a person chosen at the discretion of the Board for contributing to the RADR Journal, the CADR Blog, the ADR Expert Series, or any other project undertaken in the academic year;
- (f) "Research Assistant" or "RA" means a student pursuing B.A. LL.B. (Hons.) from the University, assigned to a Guest Author for assisting in research;

provided that, the Centre may first notify the call for expression of interest for research assistantship to the members of the Centre;

provided further that, the Centre may then notify the call for expression of interest for research assistantship to all students of the University;

- (g) "RADR Journal" or "RADR" or "Journal" means the Review of Alternative Dispute Resolution journal which is an annual, student-run, blind peer-reviewed journal published by the Centre for Alternative Dispute Resolution at RGNUL, Punjab;
- (h) "Rules" means the CADR Research Assistantship Rules 2025-26.
- **3. Scope of Rules.**—(1) These Rules are binding solely on the RAs. They do not bind the GA. Any misrepresentation suggesting otherwise shall attract actions.
- (2) The Centre shall have the exclusive authority to interpret the Rules. The Rules shall be interpreted in a manner that is fair and equitable.
- **4. Nature of Research Assistantship**.—(1) The Research Assistantship program is not an internship, unless expressly notified by the Board.
- (2) If a GA extends an internship offer to the RA, it shall be solely in their personal capacity, and the Centre shall bear no responsibility for the same.
- (3) Upon receipt of such an offer, it shall be the responsibility of the RA to formally notify the Centre, accompanied by a declaration stating that the internship offer and any subsequent interactions between the RA and the GA shall, under no circumstances, involve or affect the Centre.
- **5. Application Procedure.**—(1) Expressions of interest shall be submitted exclusively via the Google Form notified by the Centre for the relevant purpose.
- (2) Expression of interest submitted by email or any other mode shall be deemed invalid.

- **6. Selection Criteria.**—(1) Selection shall be made primarily based on the expression of interest, and a Curriculum Vitae may be submitted to substantiate the claims made.
- (2) The submission of a Curriculum Vitae is optional and non-submission shall not prejudice the applicant.
- (3) The Centre reserves the right to exercise discretion in evaluating applications, and the decision of the Centre in all matters relating to selection shall be final and binding.
- **7. Position of the RA.**—The selection of a student who is not a member of the Centre as an RA shall not, under any circumstance, imply selection into the Board or the Centre as a whole. The position is solely for assisting Guest Authors in their assigned project. The position of RA shall not be the same as a co-author, and shall not, under any circumstance, be represented as the same. Any misrepresentation of the position of RA as a co-author may attract action from the Centre.
- **8. Term of the RA.**—(1) The term of the RA shall begin from the date the GA is informed of the RA's allocation via an official communication from the centre and shall end upon:
 - (a) Publication of the concerned piece of academic writing or completion of project; or
 - (b) Withdrawal by the GA or termination of association between the Centre and the GA; or
 - (c) Dismissal or dispensation of the RA by the GA or the Board; or
 - (d) Acceptance of resignation of the RA by the Centre.
- (2) Ordinarily, the term of an RA may extend up to 3 months or 12 weeks for a Blog Series or any project with a mandate of short-form academic content, and it may extend up to 6 months or 24 weeks for the RADR Journal or any project with a mandate of long-form academic content.
- (3) These durations may vary in special circumstances or at the sole discretion of the Board.
- **9. Multiplicity of Research Assistantships Not Permissible.**—An RA shall not simultaneously assist multiple GAs. An RA may apply for a new Research Assistantship only after one month from the termination, suspension or withdrawal of the previous RAship.
- **10. Facilitator.**—(*1*) Each RA shall be allotted a Facilitator by the Centre, who shall be the official point of contact for communication with the Centre.

- (2) The RA must keep the Facilitator informed of the communication or lack thereof between the RA and the GA, of any and all tasks assigned to the RA with their respective deadlines, and of any circumstances that in the ordinary course of events must be kept in the knowledge of the Facilitator.
- (3) The Centre shall not be responsible for any miscommunication where the RA fails to timely communicate with the assigned Facilitator.
- **11. Scope of Work of the RA.**—(1) The RA shall assist the GA in research, writing, editing, formatting, citing, proofreading and/or drafting for the submission to the Board. The Board shall not, under any circumstance, be responsible for any personal work assigned by the GA outside the ambit of CADR.

provided that, personal work shall mean any and all work given outside the scope of a notified project or series under which the call for expression of interest for research assistantship to the GA was notified.

- (2) The RA must ensure timely submission of any assistance required by the GA. Such work must be submitted within the deadline stipulated by the GA, unless a revised deadline is communicated by the GA, in which instance the RA must promptly inform the Facilitator of the revised deadline.
- **12. Medium of Communication with the GA.**—(*1*) All communications with the GA shall be formal and conducted primarily via the RGNUL Email ID of the student, with the Facilitator BCC-ed in all correspondence. If communication occurs via other means, the RA must inform the Facilitator of the scope of such exchange and its progress.
- (2) All RAs must use professional and polite language in their correspondence with the GA. The preferable language of communication should be English.
- **13. Conduct of the RA.**—(1) The conduct of RA shall be strictly in accordance with the Rules and any instructions and guidelines notified by the Centre. For any communication made by the GA to the RA seeking clarifications or information regarding the Centre or the University, the Facilitator shall be notified to assist the RA with the same.
- (2) No representation on behalf of the members of the CADR shall be made by the RA without consultation with the assigned Facilitator. If in such an event, the RA is a member of the Centre

itself thereby also being the Facilitator, the RA must inform either the Managing Editor, the Editorin Chief, or the Convenor(s) regarding the clarification sought by the GA.

- (3) The Board shall, under no circumstance, take any responsibility for any misrepresentation by the RA. In case an event of any misrepresentation or miscommunication is brought to the notice of the Centre, the Centre shall clear their stance to the GA. Any such event may result in dismissal of the RA by the Centre. The Centre may at its discretion ask for reasons from the RA for the misrepresentation or miscommunication or any such event.
- **14. Prohibition of Delegation.**—(1) No RA shall delegate work to any other individual under any circumstance. In case of emergencies or unforeseen circumstances, the RA shall seek written approval from the Board for any kind of sub-delegation.
- **15. Recusal from Work or Non-availability.**—(*1*). In case an RA seeks to recuse from assigned work, they shall notify the Board through the Facilitator, stating the reasons for recusal.
- (2) The notice shall be provided at least one week in advance for an RA working to assist a GA for an RADR journal article and at least three days in advance for an RA working to assist a GA for a blog or other short-form academic content.
- (3) The recusal shall be permitted only upon the approval of the Board, and may be granted in cases of emergency or other justified reasons. The RA shall continue to work until the end of the notice period or until a replacement is appointed, whichever occurs earlier.
- (4) Non-availability for a certain period, except during the University examination schedule, must be communicated to the Facilitator at the earliest possible instance. Unnotified or unapproved absence may result in dismissal of the RA by the Centre.
- (5) If recusal is sought for non-emergency reasons or due to pre-existing commitments that could have been foreseen, the Board may approve such a request subject to a conditional ban on future RA-ships, which may extend for the remainder of the academic session. The duration of such a ban shall be at the discretion of the Board.
- (6) When no communication can be established with the GA for a continuous period of 30 business days despite multiple attempts by the Centre, the Facilitator, or the RA, the Research Assistantship

shall be suspended until further correspondence is resumed. Such suspension shall not attract a ban on the RA.

- **16.** Credit to the RA for the Article.—(1) The RA shall be credited only upon the GA's approval and only when the submission is accepted for publication by the Board.
- (2) Acknowledgment of RAship is solely at the GA's discretion. RAs shall not demand any credit for the contribution in the publication as a matter of right. The CADR bears no responsibility for such acknowledgments regarding contribution.
- (3) The RA may be provided a certificate of completion by the Centre for the RAship on request. Issuance of such certificate shall be subject to approval by the GA.
- 17. Liability of the Centre.—(1) The Centre shall not be liable for any misrepresentation, miscommunication, misbehaviour or unresponsiveness by the RA towards the GA. The Centre bears no responsibility for any action or communication of the RA with the GA which may be outside the scope of their role as an RA.
- (2) The Centre shall not be liable for the GA's responsiveness to the RA, the continued association between the GA and the RA, the conduct of the GA, the submission of the final manuscript, or any subsequent communication with the GA. In such circumstances, the Centre's role shall be strictly limited to that of a platform to provide opportunities for Research Assistantship.
- **18. Dismissal of the RA by the Centre.**—(1) An RA may be dismissed, via official communication by the Board, on account of any of the following events:
 - (a) Misrepresentation on behalf of the CADR; or
 - (b) Failure in proper and timely communication with the GA; or
 - (c) Unexplained delays or unnotified absences; or
 - (d) Misconduct with the Facilitator or the GA; or
 - (e) Misrepresentation about the CADR; or
 - (f) Any other reason deemed fit by the Board.
- (2) The Board may provide the RA an opportunity to present reasons to challenge their dismissal. Such an opportunity will be solely at the discretion of the Board. The Board reserves the right to

dismiss an RA with immediate effect. Such dismissal shall include the reasons for dismissal in the official communication.

- **19. Grievance Redressal.**—(1) In case of any misconduct or harassment by the GA, or the Facilitator, the RA shall notify the same to the Board at the earliest instance possible. The Board shall take note of the instance and act appropriately in the manner best suitable at the earliest.
- (2) The RA may also notify the same to the Managing Editor, the Editor-in-Chief, or the Convenor(s) via official communication by email. Such communication shall be treated as notifying the Board about the instance.
- (3) In case of any grievances or dispute in relation to appointment, withdrawal or termination of RA, violation of these Rules, or any incident during the course of Research Assistantship, the RA must reach out to the Editorial Board at submissions.cadr@rgnul.ac.in only. In such circumstances, the decision of the Board shall be final and binding on all parties and shall not be refuted. The decision shall be taken after giving the RA an opportunity to be heard.
- **20. GA Confidentiality.**—RAs shall maintain absolute confidentiality regarding the GA's work, contact details and any other information that the RA has become privy to during the RAship. No details shall be disclosed or shared without due approval from both the GA and the Board.
- **21. CADR Confidentiality.**—RAs shall maintain absolute confidentiality concerning all internal communications. Mails or internal discussions between the GA, RA, and Centre shall not be disclosed to others.