



THE CAIRO REGIONAL  
CENTRE FOR INTERNATIONAL  
COMMERCIAL ARBITRATION  
مركز القاهرة الإقليمي  
للتحكيم التجاري الدولي

**CRCICA**

# Arbitration Rules

In force as from March 2011



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# Introduction

## About CRCICA

1. The Cairo Regional Centre for International Commercial Arbitration (the “CRCICA” or the “Centre”) is an independent non-profit international organization established in 1979 under the auspices of the Asian African Legal Consultative Organization (“AALCO”),<sup>(1)</sup> in pursuance of AALCO’s decision taken at the Doha Session in 1978 to establish regional centres for international commercial arbitration in Asia and Africa.
2. In 1979, an agreement was concluded between AALCO and the Egyptian Government for the establishment of CRCICA for an experimental period of three years. Pursuant to subsequent agreements concluded between AALCO and the Egyptian Government in 1983, 1986 and 1989, CRCICA continued to function for two additional similar periods, after which it was granted permanent status.
3. Pursuant to the Headquarters Agreement concluded in 1987 between AALCO and the Egyptian Government, CRCICA’s status as an international organization was recognized and the Centre and its branches were endowed with all necessary privileges and immunities

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(1) This Organization is headquartered in New Delhi, India and was established in 1956 as an outcome of the Bandung Conference, which took place in 1955 in Bandung, Indonesia. It was formerly known as the Asian–African Legal Consultative Committee (“AALCC”) until June 2001 when it changed its name to the Asian-African Legal Consultative Organization (“AALCO”). AALCO presently has forty-seven countries as its members, comprising almost all the major States from Asia and Africa. These States are: Arab Republic of Egypt; Bahrain; Bangladesh; Brunei Darussalam; Botswana; Cameroon; Cyprus; Democratic People’s Republic of Korea; Gambia; Ghana; India; Indonesia; Iraq; Islamic Republic of Iran; Japan; Jordan; Kenya; Kuwait; Lebanon; Libya; Malaysia; Mauritius; Mongolia; Myanmar; Nepal; Nigeria; Oman; Pakistan; People’s Republic of China; Qatar; Republic of Korea; Saudi Arabia; Sierra Leone; Senegal; Singapore; Somalia; South Africa, Sri Lanka; Palestine; Sudan; Syria; Tanzania; Thailand; Turkey; Uganda; United Arab Emirates; and Republic of Yemen.

ensuring their independent functioning.<sup>(2)</sup>

## Organization

CRCICA is composed of:

1. A Board of Trustees (the “Board”) comprising some eminent African, Asian and other experts;<sup>(3)</sup>
2. The Director of the Centre (the “Director”); and
3. An Advisory Committee (the “Advisory Committee”) composed from among the members of the Board, in addition to other eminent African, Asian and other experts, to carry out the functions provided for in the By-laws of the Advisory Committee annexed to these Rules.

## Arbitration Rules

1. Since its establishment, CRCICA adopted, with minor modifications, the Arbitration Rules of the United Nations Commission on International Trade Law (the “UNCITRAL”), approved by the General Assembly of the United Nations by resolution No. 31/98 on December 15, 1976.
2. CRCICA has amended its Arbitration Rules in 1998, 2000, 2002 and 2007<sup>(4)</sup> to ensure that they continue to meet the needs of their users, reflecting best practice in the field of international institutional arbitration.
3. The present CRCICA Arbitration Rules are based upon the UNCITRAL Arbitration Rules, as revised in 2010, with minor modifications emanating mainly from the Centre’s role as an arbitral institution and an appointing

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(2) For more information about this Agreement, CRCICA and its activities, please visit: [www.crcica.org](http://www.crcica.org)

(3) For more information about the formation and functions of CRCICA’s Board of Trustees, please see its By-laws available at: [http://www.crcica.org/bylaws/cr\\_bl\\_bot\\_en.pdf](http://www.crcica.org/bylaws/cr_bl_bot_en.pdf)

(4) These amendments became effective as of 1 January 1998, 1 October 2000, 21 November 2002 and 1 June 2007, respectively. The version amended in 2007 is available at:

[http://www.crcica.org/rules/arbitration/cr\\_prev\\_arb\\_rules\\_en.pdf](http://www.crcica.org/rules/arbitration/cr_prev_arb_rules_en.pdf)

The other previous versions are available upon request.

authority.<sup>(5)</sup>

## Services

The scope of services offered by CRCICA encompasses the following:

1. Administering domestic and international arbitrations as well as ADR techniques under its auspices;
2. Provision of institutional arbitration services according to its Rules or any other rules agreed upon by the parties;
3. Providing advice to the disputants;
4. Promotion of arbitration and other ADR techniques in the Afro-Asian region through the organization of international conferences and seminars as well as the publication of researches serving both the business and legal communities;
5. Preparation of international arbitrators and legal scholars from the Afro-Asian region by organizing training programs and workshops in cooperation with other institutions and organizations;
6. Coordination with and provision of assistance to other arbitral institutions particularly those existing within the region;
7. Providing *ad hoc* arbitration with necessary technical and administrative assistance at the request of the parties;
8. Providing advice and assistance for the enforcement and translation of arbitral awards;
9. Conducting academic and practical researches and studies; and
10. Establishing a comprehensive library specializing in Arbitration and ADR.

## Branches and institutions established under CRCICA's auspices

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(5) The UNCITRAL Arbitration Rules as revised in 2010 have entered into force as from 15 August 2010 and are available at:

<http://www.uncitral.org/pdf/english/texts/arbitration/arb-rules-revised/arb-rules-revised-2010-e.pdf>.

The present CRCICA Arbitration Rules have entered into force as from 1 March 2011 and are available at:

[http://www.crcica.org/rules/arbitration/cr\\_arb\\_rules\\_en.pdf](http://www.crcica.org/rules/arbitration/cr_arb_rules_en.pdf).

In July 1990, the Institute of Arbitration and Investment was established under the auspices of CRCICA. In January 1991, the Society of Arab and African Arbitrators was established in Egypt under the auspices of CRCICA. In October 1992, CRCICA inaugurated its Maritime Arbitration Branch in Alexandria. In November 1997, the Arab Union of International Arbitration (AUIA) was established under the auspices of CRCICA and at its offices. In February 1999, the Cairo branch of the Chartered Institute of Arbitrators (CI Arb) was established under the auspices of CRCICA. In June 2001, CRCICA inaugurated its branch, the Alexandria Centre for International Arbitration (ACIA). In August 2001, The Mediation and ADR Centre was inaugurated as a branch of CRCICA. In February 2003, the ILLI-Cairo Middle East Development Law Institute (MEDLI) was established under the auspices of CRCICA. In February 2004, CRCICA inaugurated its commercial and maritime branch in Port Said.

## **Panel of international arbitrators and experts**

The panel of international arbitrators and experts maintained by the Centre includes eminent personalities from all over the world. Various specializations are represented in the Centre's panel, which allow the parties a wide range of freedom for the selection of their arbitrators or experts according to the nature of the dispute. The parties are not obliged to appoint their arbitrators or experts from among this panel. However, the Centre is bound to appoint from among this panel when exercising its role as an appointing authority under these Rules.

# Section I

## Introductory rules

### Article 1

#### Scope of application

1. Where parties have agreed in writing that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the Rules of Arbitration of the Cairo Regional Centre for International Commercial Arbitration (the “Rules”), then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree in writing.
2. Where the parties have agreed to submit their disputes to arbitration under the Rules, they shall be deemed to have submitted to the Rules in effect on the date of commencement of the arbitration proceedings, unless agreed otherwise.
3. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

### Article 2

#### Notice and calculation of periods of time

1. A notice, including a notification, communication or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.
  2. If an address has been designated by a party specifically for this purpose or authorized by the arbitral tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed received. Delivery by electronic means such as facsimile or email may only be made to an address so designated or authorized.
  3. In the absence of such designation or authorization, a notice is deemed received:
    - a. If it is physically delivered to the addressee; or
    - b. If it is delivered at the place of business, habitual residence or mailing address of the addressee.
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4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3, a notice is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means which provides a record of delivery.
5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2 or 3 or 4. A notice transmitted by electronic means is deemed to have been received on the day when it reaches the addressee's electronic address.
6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received according to the above paragraph. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

## Article 3

### Notice of arbitration

1. The party(s) initiating recourse to arbitration (hereinafter called the "claimant") shall file with the Centre a notice of arbitration and the Centre shall communicate it to the other party(s) (hereinafter called the "respondent").
2. Unless the parties have agreed otherwise, the arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.
3. The notice of arbitration shall include the following:
  - a. A demand that the dispute be referred to arbitration;
  - b. The names and contact details of the parties;
  - c. Identification of the arbitration agreement that is invoked;
  - d. Identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
  - e. A brief description of the claim and an indication of the amount involved, if any;

- f. The relief or remedy sought;
  - g. A proposal as to the number of arbitrators, language and place of arbitration, if the parties have not previously agreed thereon; and
  - h. A copy of the arbitration agreement and a copy of any contract or other legal instrument out of which the dispute arises.
4. The notice of arbitration may also include:
    - a. A proposal for the appointment of a sole arbitrator referred to in article 8, paragraph 2; and
    - b. Notification of the appointment of an arbitrator referred to in article 9 or article 10.
  5. In case the claimant fails to comply with any of the requirements under paragraph 3 of this article, the Centre may request the claimant to comply with such requirements.
  6. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

## Article 4

### Response to the notice of arbitration

1. Within 30 days of the receipt of the notice of arbitration, the respondent shall file with the Centre for communication to the other party(s) a response to the notice of arbitration, which shall include:
  - a. The name and contact details of the respondent; and
  - b. A response to the information set forth in the notice of arbitration, pursuant to article 3, paragraphs 3 (c) to (g).
2. The response to the notice of arbitration may also include:
  - a. Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;
  - b. A proposal for the appointment of a sole arbitrator referred to in article 8, paragraph 2;
  - c. Notification of the appointment of an arbitrator referred to in article 9 or article 10;
  - d. A brief description of counterclaims or claims for the purpose of a set-off, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought; and

- e. A notice of arbitration in accordance with article 3 in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant.
3. In case the respondent fails to comply with any of the requirements under paragraph 1 of this article, the Centre may request the respondent to comply with such requirements.
4. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the respondent's failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

## Article 5

### Representation and assistance

Each party may be represented or assisted by one or more persons chosen by it. The names and addresses of such persons must be communicated to the Centre. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the arbitral tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal may determine.

## Article 6

### Decision not to proceed with the arbitral proceedings

The Centre may, upon the approval of the Advisory Committee, decide not to proceed with the arbitral proceedings if it manifestly lacks jurisdiction over the dispute.

# Section II

## Composition of the arbitral tribunal

### Article 7

#### Number of arbitrators

1. If the parties have not previously agreed on the number of arbitrators, and if within 30 days after the receipt by the respondent of the notice of arbitration the parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed.
2. Notwithstanding paragraph 1, if no other parties have responded to a party's proposal to appoint a sole arbitrator within the time limit provided for in paragraph 1 and the party(s) concerned has failed to appoint a second arbitrator in accordance with articles 9 or 10, the Centre may, at the request of a party, appoint a sole arbitrator pursuant to the procedure provided for in article 8, paragraph 3 if it determines that, in view of the circumstances of the case, this is more appropriate.

### Article 8

#### Appointment of arbitrators (articles 8 to 10)

1. The parties may agree on a different procedure for appointment of the arbitral tribunal than as provided under these Rules. However, if the arbitral tribunal has not been appointed within the time period agreed by the parties or, where the parties have not agreed on a time period, within 30 days after receipt by the Centre of a party's request for appointment, the appointment shall be made pursuant to articles 8 to 10 of these Rules.
2. If the parties have agreed that a sole arbitrator is to be appointed, and if within 30 days after receipt by all other parties of a proposal for the appointment of a sole arbitrator, the parties have not reached agreement thereon, a sole arbitrator shall, at the request of a party, be appointed by the Centre.
3. The Centre shall appoint the sole arbitrator as promptly as possible. In making the appointment, the Centre shall

use the following procedure, unless the parties agree that such procedure should not be used or unless the Centre determines in its discretion that the use of such procedure is not appropriate for the case:

- a. The Centre shall communicate to each of the parties an identical list containing at least three names;
  - b. Within 15 days after the receipt of this list, each party shall return the list to the Centre after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;
  - c. After the expiration of the above period of time, the Centre shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties; and
  - d. If for any reason the appointment cannot be made according to this procedure, the Centre may exercise its discretion in appointing the sole arbitrator.
4. In making the appointment of the sole arbitrator, the Centre shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties in case they are not of a common nationality.
  5. In all cases, the Centre may, upon the approval of the Advisory Committee, reject the appointment of any arbitrator due to the lack of any legal or contractual requirement or past failure to comply with his or her duties under these Rules. The arbitrator in question and the parties shall be given the opportunity to express their views before this decision is taken.

## Article 9

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall appoint the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal.
2. If within 30 days after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator it has appointed, the second arbitrator shall, at the request of the first party, be appointed by the Centre.

3. If within 30 days after the appointment of the second arbitrator the two arbitrators have not agreed on the appointment of the presiding arbitrator, the presiding arbitrator shall be appointed by the Centre in the same way as a sole arbitrator would be appointed under article 8.

## Article 10

1. For the purposes of article 9, paragraph 1, where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall appoint an arbitrator.
2. If the parties have agreed that the arbitral tribunal is to be composed of a number of arbitrators other than one or three, the arbitrators shall be appointed according to the method agreed upon by the parties.
3. In the event of any failure to constitute the arbitral tribunal under this article, the Centre shall, at the request of any party, constitute the arbitral tribunal, and in doing so, may revoke any appointment already made, and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.

## Article 11

### **Disclosures, removal and challenge of arbitrators (articles 11 to 13)**

1. When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances. Any doubts as to the duty to disclose a fact, circumstance or a relationship shall be interpreted in favour of disclosure.
2. The appointment of an arbitrator shall be completed only upon the acceptance of his or her mission. The arbitrator thus appointed shall submit, within one

week after being notified with his or her nomination, a written declaration confirming his or her impartiality and independence.<sup>(1)</sup>

3. The arbitrator shall avoid *ex parte* communications with any party regarding the arbitration. If any such communication is made, the arbitrator shall inform the other parties and arbitrators of its substance.
4. The arbitrator shall avoid any act or behaviour likely to hinder the deliberations or to delay the resolution of the dispute.

## Article 12

In the event that an arbitrator fails to act or in the event of *de jure* or *de facto* impossibility of performing his or her functions, or in the event that he or she deliberately delays the commencement or the continuation of the arbitral proceedings, said arbitrator may be removed, at the request of a party, and after giving him or her and the other party(s) the opportunity to express their views in this respect, by a decision from an impartial and independent tripartite *ad hoc* committee to be composed by the Centre from among the members of the Advisory Committee.<sup>(2)</sup>

## Article 13

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
2. A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.
3. A party that intends to challenge an arbitrator shall file with the Centre a written notice of its challenge within 15 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after the circumstances justifying the challenge became known

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(1) The Centre shall communicate to the arbitrators the declaration of acceptance and the statement of impartiality and independence pursuant to article 11.

(2) The composition and decisions of this tripartite committee are regulated by articles 3 and 8 of the By-laws of the Advisory Committee.

to that party. The notice of challenge shall state the reasons for the challenge.

4. The Centre shall communicate the notice of challenge to all other parties, to the arbitrator who is challenged and to the other arbitrators.
5. When an arbitrator has been challenged by a party, all parties may agree to remove him or her. The arbitrator may also, after the challenge, withdraw from his or her office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
6. If, within 15 days from the date of communicating the notice of challenge, all parties do not agree to remove the challenged arbitrator or the latter does not withdraw, the party making the challenge may elect to pursue it. In that case, the challenge shall be finally decided by an impartial and independent tripartite *ad hoc* committee to be composed by the Centre from among the members of the Advisory Committee.<sup>(3)</sup>

## Article 14

### Replacement of an arbitrator

1. Subject to paragraph 2, in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed pursuant to the procedure provided for in articles 8 to 11 that was applicable to the appointment of the arbitrator being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment.
2. If, at the request of a party, the Centre determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, the Centre may, after giving an opportunity to the parties and the remaining arbitrators to express their views and upon the approval of the Advisory Committee, either appoint the substitute arbitrator or, after the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award.

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(3) The composition and decisions of this tripartite committee are regulated by articles 3 and 8 of the By-laws of the Advisory Committee.

## Article 15

### **Repetition of hearings in the event of the replacement of an arbitrator**

If an arbitrator is replaced, at least one oral hearing shall be held in the presence of the substitute arbitrator.

## Article 16

### **Exclusion of liability**

Save for intentional wrongdoing, neither the arbitrators, the Centre, its employees, the members of both the Board and the Advisory Committee nor any person appointed by the arbitral tribunal shall be liable to any person based on any act or omission in connection with the arbitration.

# Section III

## Arbitral proceedings

### Article 17

#### General provisions

1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given an equal and full opportunity of presenting its case.
2. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal shall establish the provisional timetable of the arbitration. The arbitral tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.
3. If at an appropriate stage of the proceedings any party so requests, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.
4. Any notice, pleadings or other communication sent or filed by a party, as well as all documents annexed thereto, shall be submitted in a number of copies equal to the number required to provide one copy for each arbitrator, one copy for each of the remaining parties and two copies for the Centre.
5. Except as otherwise permitted by the arbitral tribunal, all communications addressed to the arbitral tribunal by a party shall be filed with the Centre for notification to the arbitral tribunal and the other party(s). All communications addressed from the arbitral tribunal to a party shall be filed with the Centre for notification to the other party(s).
6. The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party provided such person is a party to

the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.

7. The arbitral tribunal, in exercising its discretion, shall efficiently conduct the proceedings so as to avoid unnecessary delay and expenses that are likely to increase the costs of arbitration in an unjustified manner.

## Article 18

### Place of arbitration

1. If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case. The award shall be deemed to have been made at the place of arbitration.
2. The arbitral tribunal may meet at any location it considers appropriate for deliberations. Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.

## Article 19

### Language

1. In the absence of an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings.
2. The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

## Article 20

### Statement of claim

1. The claimant shall communicate its statement of claim in writing within a period of time to be determined by the arbitral tribunal. The claimant may elect to treat its notice of arbitration referred to in article 3 as a statement of claim, provided that the notice of arbitration also complies with the requirements of paragraphs 2 and 3 of this article.
2. The statement of claim shall include the following particulars:
  - a. The names and contact details of the parties;
  - b. A statement of the facts supporting the claim;
  - c. The points at issue;
  - d. The relief or remedy sought; and
  - e. The legal grounds or arguments supporting the claim.
3. The statement of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.

## Article 21

### Statement of defence

1. The respondent shall communicate its statement of defence in writing within a period of time to be determined by the arbitral tribunal. The respondent may elect to treat its response to the notice of arbitration referred to in article 4 as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of paragraph 2 of this article.
2. The statement of defence shall reply to the particulars (b) to (e) of the statement of claim (article 20, paragraph 2). The statement of defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent, or contains references to them.
3. In its statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal considers the delay justified under the circumstances, the respondent may make a counterclaim or rely on a claim for the

purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.

4. The provisions of article 20, paragraphs 2 and 3 shall apply to a counterclaim, a claim under article 4, paragraph (2) (e) and a claim relied on for the purpose of a set-off.

## Article 22

### Amendments to the claim or defence

During the course of the arbitral proceedings, a party may amend its claim, defence, counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to other parties or any other circumstances. However, a claim, defence, counterclaim or a claim for the purpose of a set-off may not be amended in such a manner that the amended claim or defence falls outside the jurisdiction of the arbitral tribunal.

## Article 23

### Pleas as to the jurisdiction of the arbitral tribunal

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.
2. A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral

tribunal may, in either case, admit a later plea if it considers the delay justified.

3. The arbitral tribunal may rule on a plea referred to in paragraph 2 either before ruling on the merits or in its award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

## Article 24

### Further written statements

The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

## Article 25

### Periods of time

The periods of time fixed by the arbitral tribunal for the communication of written statements (including the statement of claim and statement of defence) should not exceed 45 days. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

## Article 26

### Interim measures

1. The arbitral tribunal may, at the request of a party, grant interim measures.
2. An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party for example and without limitation, to:
  - a. Maintain or restore the status quo pending determination of the dispute;
  - b. Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself;

- c. Provide a means of preserving assets out of which a subsequent award may be satisfied; or
    - d. Preserve evidence that may be relevant and material to the resolution of the dispute.
  3. The party requesting an interim measure under paragraphs 2 (a) to (c) shall satisfy the arbitral tribunal that:
    - a. Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
    - b. There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.
  4. With regard to a request for an interim measure under paragraph 2 (d), the requirements in paragraphs 3 (a) and (b) shall apply only to the extent the arbitral tribunal considers appropriate.
  5. The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.
  6. The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
  7. The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.
  8. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances prevailing at the time of granting the interim measure, the measure should not have been granted. The arbitral tribunal may, at the request of any party, award such costs and damages at any point during the proceedings.
  9. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.
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## Article 27

### Evidence

1. Each party shall have the burden of proving the facts relied on to support its claim or defence.
2. Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party, to the extent permitted under the law governing the relevant issues. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.
3. At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine.
4. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

## Article 28

### Hearings

1. In the event of an oral hearing, the arbitral tribunal shall give the parties at least 15 days advance notice of the date, time and place thereof.
2. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal.
3. Hearings shall be held *in camera* unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of such other witnesses, except that a witness, including an expert witness, who is a party to the arbitration shall not, in principle, be asked to retire.
4. The arbitral tribunal may direct that witnesses, including expert witnesses, be examined through means of telecommunication that do not require their physical presence at the hearing (such as video conference).

## Article 29

### Experts appointed by the arbitral tribunal

1. After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.
2. The expert shall, before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.
3. The parties shall give the expert, the arbitral tribunal and the other parties any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.
4. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.
5. At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of article 28 shall be applicable to such proceedings.

## Article 30

### Default

1. If, within the period of time fixed by these Rules or the arbitral tribunal, without showing sufficient cause:
  - a. The claimant has failed to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;
  - b. The respondent has failed to communicate its response to the notice of arbitration or its statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; the provisions of this subparagraph also apply to a claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.
2. If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
3. If a party, duly invited by the arbitral tribunal to submit documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.
4. If a party is ordered to submit certain documents and fails, without showing sufficient cause, to produce any such documents, the arbitral tribunal shall make the necessary inferences.

## Article 31

### Closure of hearings

1. The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.
2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the hearings at any time before the award is made.

## Article 32

### Waiver of right to object

A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection, unless such party can show that, under the circumstances, its failure to object was justified.

# Section IV

## The award

### Article 33

#### Decisions

1. When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.
2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide alone, subject to revision, if any, by the arbitral tribunal.

### Article 34

#### Form and effect of the award

1. The arbitral tribunal may make separate awards on different issues at different times.
2. All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.
3. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.
4. An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
5. Originals of the award signed by the arbitrators shall be communicated to each of the parties.

### Article 35

#### Applicable law and amiable compositeur

1. The arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties,

the arbitral tribunal shall apply the law which has the closest connection to the dispute.

2. The arbitral tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorized the arbitral tribunal to do so.
3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

## Article 36

### Settlement and other grounds for termination

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award. Whenever an arbitral award on agreed terms is made, the provisions of article 34, paragraphs 2 and 4 shall apply.
2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties and the Centre of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so.
3. Originals of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated to each of the parties.

## Article 37

### Interpretation of the award

1. Within 30 days after the receipt of the award, a party, with notice to the other party(s) and the Centre, may request that the arbitral tribunal give an interpretation of the award. The arbitral tribunal may invite the other party(s) to comment on the said request within 15 days.

2. If the arbitral tribunal considers the request to be justified, it shall give the interpretation in writing within 45 days after the expiry of the date of commenting on the request. The interpretation shall form part of the award and the provisions of article 34, paragraphs 2 to 5, shall apply.

## Article 38

### Correction of the award

1. Within 30 days after the receipt of the award, a party, with notice to the other party(s) and the Centre, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error of a similar nature. If the arbitral tribunal considers the request to be justified, it shall make the correction within 45 days of receipt of the request.
2. The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative.
3. Such corrections shall be in writing, and shall form part of the award. The provisions of article 34, paragraphs 2, 4 and 5 shall apply.

## Article 39

### Additional award

1. Within 30 days after the receipt of the termination order or the award, a party, with notice to the other party(s) and the Centre, may request the arbitral tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal. The arbitral tribunal may invite the other party(s) to comment on the said request within 15 days.
2. If the arbitral tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 60 days after the expiry of the date of commenting on the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.
3. When such an award or additional award is made, the provisions of article 34, paragraphs 2 to 5, shall apply.

## Article 40

### Confidentiality

1. Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential all awards and decisions as well as all materials submitted by the parties in the arbitral proceedings not otherwise in the public domain, save and to the extent that a disclosure may be required of a party according to a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority. This undertaking also applies to the arbitrators, the tribunal-appointed experts, the secretary of the arbitral tribunal and the Centre.
2. The deliberations of the arbitral tribunal are likewise confidential, save and to the extent that a disclosure may be required by a court decision.
3. The Centre undertakes not to publish any decision or arbitral award or any part thereof that reveals the identity of any of the parties without the prior written consent of all parties.

## Article 41

### Retrieval and destruction of documents

1. The party that submits original documents to the Centre shall request in writing the retrieval of such documents within 9 months after the date of communicating a copy of the award to it. The Centre shall not be liable for any of such documents upon the lapse of the said period.
2. All copies of documents submitted by the parties or the arbitrators to the Centre and *vice versa* may be destroyed upon the lapse of 9 months after the date of communicating a copy of the award to the parties.

# Section V

## Costs of the arbitration

### Article 42

#### Definition of costs

1. The arbitral tribunal shall fix the costs of arbitration in the final award and, if it deems appropriate, in another decision.
2. The term “Costs” includes only:
  - a. A registration fee to be determined in accordance with article 43 of the Rules;
  - b. The administrative fees to be determined in accordance with article 44 of the Rules;
  - c. The fees of the arbitral tribunal to be determined in accordance with article 45 of the Rules;
  - d. The reasonable travel and other expenses incurred by the arbitrators;
  - e. The reasonable costs of expert advice and of other assistance (translation, case reporting, etc...) required by the arbitral tribunal;
  - f. The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
  - g. The legal and other costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable; and
  - h. Any fees and expenses of the appointing authority in case the Centre is not designated as the appointing authority.
3. In relation to interpretation, correction or completion of any award under articles 37 to 39, the arbitral tribunal may charge its costs referred to in the above paragraph, but no additional fees.
4. In case the parties to *ad hoc* arbitrations agree that the Centre provides its administrative assistance to such arbitrations, the provisions stipulated in this Section shall apply, except where the parties agree on a different determination of the fees of the arbitral tribunal or on applying other rules in this respect.

5. In case an order is issued by the arbitral tribunal, before the final award is made, to terminate the proceedings pursuant to article 36 of the Rules, the Centre shall finally determine the costs of the arbitration having regard to when the arbitral tribunal has terminated the proceedings, the work performed by the arbitral tribunal and other relevant circumstances.
6. The Costs shall be paid by the parties to the Centre in cash or by a certified check in the name of the Centre and delivered to its address. Save for the registration fee, the payment of the Costs may be made by wire transfer indicating the case number with no charges on the Centre.

## Article 43

### Registration fee

1. Upon filing the notice of arbitration, the claimant shall pay a registration fee amounting to 500 (five hundred) US Dollars. The same amount shall be paid by the respondent upon filing a counterclaim.
2. If the registration fee is not paid upon filing the notice of arbitration or the counterclaim, the Centre shall not register the case or the counterclaim.
3. The registration fee is non-refundable.

## Article 44

### Administrative fees

1. The administrative fees shall be determined based on the sum in dispute in accordance with Table (1) annexed to these Rules.
2. The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs.
3. Where the sum in dispute cannot be ascertained, the Centre shall determine the administrative fees taking all relevant circumstances into account.
4. The maximum amount of administrative fees shall be 50 000 (fifty thousand) US Dollars.
5. In exceptional circumstances, the Centre may deviate from the amounts set out in Table (1) annexed to these Rules.

## Article 45

### Fees of the arbitral tribunal

1. The fees of the arbitrator shall be determined based on the sum in dispute in accordance with Tables (2) and (3) annexed to these Rules.
2. The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs.
3. Where the sum in dispute cannot be ascertained, the Centre shall determine the fees of the arbitral tribunal taking all relevant circumstances into account.
4. Where the sum in dispute does not exceed 3 000 000 (three million) US Dollars, the fees of the arbitrator shall be determined as a flat amount in accordance with Table (2) annexed to these Rules.
5. Where the sum in dispute exceeds 3 000 000 (three million) US Dollars, the fees of the arbitrator shall be finally determined in accordance with the scales set out in Table (3) annexed to these Rules.
6. The total arbitrators' fees shall be distributed as follows: 40% for the Chairman of the arbitral tribunal and 30% for each co-arbitrator, unless otherwise agreed upon by the members of the arbitral tribunal.
7. The arbitrator is entitled only to the fees determined in accordance with Tables (2) and (3) annexed to these Rules, which are deemed to be approved by the arbitrator upon accepting his or her mission. The Centre's determination of the fees of the arbitrator in accordance with the scales set out in Table (3) annexed to these Rules shall be final and subject to no revision.
8. The fees shall be paid to the arbitral tribunal upon rendering its final award signed by the arbitrators. An advance not exceeding half of the deposited arbitrators' fees, may be paid before rendering the final award at the request of the arbitral tribunal, but not before the oral hearing referred to in article 28 of the Rules.
9. The Centre, in consultation with the remaining arbitrators, shall determine the fees of the arbitrator, who has deceased after accepting his or her mission and before rendering the award, having regard to the work he or she has performed and all other relevant circumstances.
10. The arbitrator who is removed according to article 12 or successfully challenged according to article 13 shall not be entitled to any fees.

11. The arbitrator may not directly or indirectly enter into agreements with the parties or their representatives with respect to his or her fees or the costs of arbitration. The arbitrator shall also not accept directly or indirectly gifts or privileges from any of the parties to the arbitration or their representatives, whether before the commencement of the arbitral proceedings, during or after it.
12. In exceptional circumstances, the Centre may, upon the approval of the Advisory Committee, determine the fees of the arbitral tribunal at a figure higher or lower than that which would result from the application of Table (2) or the scales set out in Table (3) annexed to these Rules, provided that such determination does not exceed 25 %.

## Article 46

### Allocation of costs

1. The Costs of the arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.
2. The arbitral tribunal shall in the final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party(s) as a result of the decision on allocation of costs.

## Article 47

### Deposit of costs

1. The parties shall deposit the determined administrative and arbitrators' fees at the Centre before the commencement of the arbitral proceedings. Unless otherwise agreed upon by the parties or decided by the arbitral tribunal, the costs and expenses, save for the registration fee, are payable in equal shares by the claimant and the respondent.
2. If the required deposits are not paid in full within 15 days after the receipt of the request, the Centre shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Centre may suspend or terminate the

arbitral proceedings if the arbitral tribunal has not yet been completely composed, or if it has not commenced the proceedings, otherwise the Centre may request the arbitral tribunal to make such suspension or termination of the arbitral proceedings.

## Article 48

### Expenses

In addition to the administrative and arbitrators' fees, the Centre shall fix an amount to cover any reasonable travel and other expenses referred to in article 42, paragraphs 2 (d), (e), (f) and (h).

# Annex to the Rules

## Table (1)

### Administrative Fees

Sum in Dispute in US Dollars		Administrative Fees in US Dollars
Up to	50 000	750
From	50 001 to 100 000	750 + 0.5% of the amount over 50 000
From	100 001 to 200 000	1000 + 0.5% of the amount over 100 000
From	200 001 to 500 000	1500 + 0.167% of the amount over 200 000
From	500 001 to 750 000	2000 + 0.8% of the amount over 500 000
From	750 001 to 1 000 000	4000 + 0.4% of the amount over 750 000
From	1 000 001 to 2 000 000	5000 + 0.2% of the amount over 1 000 000
From	2 000 001 to 3 000 000	7000 + 0.2% of the amount over 2 000 000
From	3 000 001 to 4 000 000	9000 + 0.2% of the amount over 3 000 000
From	4 000 001 to 5 000 000	11000 + 0.2% of the amount over 4 000 000
From	5 000 001 to 6 000 000	13000 + 0.2% of the amount over 5 000 000
From	6 000 001 to 7 000 000	15000 + 0.2% of the amount over 6 000 000
From	7 000 001 to 8 000 000	17000 + 0.2% of the amount over 7 000 000
From	8 000 001 to 9 000 000	19000 + 0.2% of the amount over 8 000 000
From	9 000 001 to 10 000 000	21000 + 0.2% of the amount over 9 000 000
From	10 000 001 to 30 000 000	23000 + 0.01% of the amount over 10 000 000
From	30 000 001 to 50 000 000	25000 + 0.025% of the amount over 30 000 000
From	50 000 001 to 80 000 000	30000 + 0.0167% of the amount over 50 000 000
From	80 000 001 to 100 000 000	35000 + 0.075% of the amount over 80 000 000
Over	100 000 000	50 000

**Table (2)****Arbitrator's Fees for sums in dispute not exceeding three million US Dollars**

Sum in Dispute in US Dollars	Fees of the Arbitrator in US Dollars
Up to 50 000	1 000
From 50 001 to 100 000	1 500
From 100 001 to 200 000	2 000
From 200 001 to 500 000	4 000
From 500 001 to 750 000	6 000
From 750 001 to 1 000 000	8 000
From 1 000 001 to 2 000 000	10 000
From 1 500 001 to 2 000 000	12 000
From 2 000 001 to 2 500 000	14 000
From 2 500 001 to 3 000 000	16 000

**Table (3)**

**Arbitrator's Fees for sums in dispute exceeding three million US Dollars**

<b>Sum in Dispute in US Dollars</b>	<b>Minimum fees of the Arbitrator in US Dollars</b>	<b>Maximum fees of the Arbitrator in US Dollars</b>
From 3 000 001 to 5 000 000	17 615 + 0.263% of the amount over 3 000 000	80 627 + 0.975% of the amount over 3 000 000
From 5 000 001 to 10 000 000	22 875 + 0.090% of the amount over 5 000 000	100 127 + 0.638% of the amount over 5 000 000
From 10 000 001 to 30 000 000	27 375 + 0.045% of the amount over 10 000 000	132 027 + 0.169% of the amount over 10 000 000
From 30 000 001 to 50 000 000	36 375 + 0.042% of the amount over 30 000 000	165 827 + 0.161% of the amount over 30 000 000
From 50 000 001 to 80 000 000	44 775 + 0.023% of the amount over 50 000 000	198 027 + 0.114% of the amount over 50 000 000
From 80 000 001 to 100 000 000	51 675 + 0.015% of the amount over 80 000 000	232 227 + 0.084% of the amount over 80 000 000
Over 100 000 000	54 675 + 0.0075% of the amount over 100 000 000	249 027 + 0.042% of the amount over 100 000 000

## By-laws

### Advisory Committee of the Centre

#### Article 1

#### Formation of the Advisory Committee

1. The Cairo Regional Centre for International Commercial Arbitration (“CRCICA” or “the Centre”) shall have an Advisory Committee consisting of a Chairman, two (2) Vice Chairmen, and twelve (12) members at the most to be appointed by the Director of the Centre from among the members of the Board of Trustees as well as eminent African, Asian and other personalities specialized in the fields of international arbitration and trade.<sup>(1)</sup>
2. Once fully constituted, the Advisory Committee shall elect from among its members, a Chairman and two Vice-Chairmen. The term of office of the Chairman and the Vice-Chairmen shall be four renewable years.
3. The Chairman and the Vice-Chairmen shall be elected by acclamation or secret ballot. The candidate who receives the highest number of votes shall be elected. The Chairman shall continue to hold office until a new Chairman is elected.

#### Article 2

#### Term of the Advisory Committee

The term of the Advisory Committee shall be four years, which may be renewed once for a similar term, unless otherwise determined due to special circumstances. In case the post of one of the members becomes vacant during his/her term of office, a new member shall be appointed to replace the said member until the end of the latter’s term of office.

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(1) The names of the current members of the Advisory Committee are available at :

[https://crcica.org/advisory\\_committee.aspx](https://crcica.org/advisory_committee.aspx)

## Article 3

### Functions of the Advisory Committee

1. The Advisory Committee shall carry out the functions provided for in the Centre's Arbitration Rules in force as from 1 March 2011 ("the Rules") as well as any other functions that may be referred to in the Centre's future Arbitration Rules, particularly the following:
  - a. Providing advice with respect to the Centre's decision not to proceed with arbitral proceedings, according to Article 6 of the Rules;
  - b. Providing advice with respect to the Centre's decision to reject the appointment of arbitrators according to Article 8(5) of the Rules;
  - c. Deciding on the removal of arbitrators according to Article 12 of the Rules via an impartial and independent tripartite *ad hoc* committee to be composed by the Centre from among the members of the Advisory Committee without disclosing their names to the parties. The decision shall be made by the majority of votes of the members of the *ad hoc* Committee without giving reasons and shall be both final and unchallengeable;
  - d. Deciding on the challenge of arbitrators according to Article 13(6) of the Rules via an impartial and independent tripartite *ad hoc* committee to be composed by the Centre from among the members of the Advisory Committee without disclosing their names to the parties. The decision shall be made by the majority of votes of the members of the *ad hoc* committee without giving reasons and shall be both final and unchallengeable;
  - e. Providing advice with respect to the Centre's decision to deprive any party of its right to appoint a substitute arbitrator according to Article 14(2) of the Rules; and
  - f. Providing advice with respect to the Centre's determination, according to Article 45(12) of the Rules, of the fees of the arbitral tribunal at a figure higher or lower than that which would result from the application of the tables of fees annexed to the Rules.
2. The Advisory Committee may delegate some of its functions to the Director of the Centre for making the necessary decisions, particularly with respect to the decision not to proceed with arbitral proceedings in accordance with Article 6 of the Rules and the

determination, according to Article 45(12) of the Rules, of the fees of the arbitral tribunal at a figure higher or lower than that which would result from the application of the tables of fees annexed to the Rules. The Director of the Centre shall present a report to the Advisory Committee on the procedures taken or the decisions made according to the delegated functions.

3. The Director of the Centre may particularly consult with the Advisory Committee regarding the following matters:
  - a. Reviewing the potential proposals regarding the amendment of the Arbitration, Mediation and other Alternative Dispute Resolution (ADR) Rules and procedures under the auspices of the Centre, including the revision of arbitrators' fees, in light of the practical application of these rules as well as the proposed amendments of the UNCITRAL Rules;
  - b. Reviewing the nature and themes of the activities carried out by the Centre such as conferences and training programs;
  - c. Reviewing the cooperation agreements which are concluded by the Centre and its branches;
  - d. Reviewing the matters that may be proposed by the members of the Advisory Committee;
  - e. Reviewing the matters that may be referred thereto by the Director of the Centre; and
  - f. Reviewing the matters that may be referred thereto by the Board of Trustees of the Centre.

## Article 4

### Meetings of the Advisory Committee

1. The Advisory Committee shall hold meetings at least four times annually upon an invitation by the Director of the Centre or the Chairman of the Advisory Committee, or upon the request made by at least one third of the members of the Advisory Committee.
2. There shall be no required quorum for the validity of the meetings of the Advisory Committee.
3. The Director of the Centre shall attend the meetings of the Advisory Committee and shall be entitled to vote.
4. The meetings shall be presided over by the Chairman or, in the event of his/her absence for any reason, they shall be presided over by the oldest Vice Chairman. In

the event of the absence of the Chairman and both Vice Chairmen, the Director of the Centre shall preside over the meetings of the Advisory Committee.

5. A member of the Centre shall be selected to be in charge of the logistics and the preparation of the draft agenda of the Advisory Committee meetings in collaboration with the Director of the Centre.
6. The minutes of meetings shall be prepared to record the discussions held and different views, as well as the resolutions passed and recommendations made at the meetings. The minutes of meetings shall be approved by the Chairman or his/her substitute, as well as by the Director of the Centre.

## Article 5

### Resolutions of the Advisory Committee

1. Resolutions and recommendations of the Advisory Committee shall be made upon the approval of the majority of votes of the attending members. Resolutions and recommendations may be passed by circulation whenever deemed necessary.
2. In case of a tie vote, the Chairman or his/her substitute shall have the casting vote.
3. The Chairman of the Advisory Committee or his/her substitute may issue decisions on behalf of the Advisory Committee in case of urgent matters, and shall notify the Advisory Committee of such decisions made on behalf thereof.

## Article 6

### Sub-committees of the Advisory Committee

The Advisory Committee may form sub-committee(s) from among its members to be assigned certain tasks during the periods falling between the meetings of the Advisory Committee. The Advisory Committee shall review and approve the reports of such sub-committees and shall make the necessary decisions and recommendations in regard thereof. The sub-committees shall be in charge of setting the necessary rules and procedures regulating the accomplishment of their assigned missions.

## Article 7

### Appointment of members of the Advisory Committee as arbitrators

Parties to arbitration may appoint the members of the Advisory Committee as arbitrators. Likewise, the Centre may nominate the members of the Advisory Committee to act as arbitrators by way of the list procedure, according to the Centre's Arbitration Rules. In case the parties fail to reach an agreement regarding the appointment of an arbitrator as per this procedure, the Centre, in making the appointment, shall not appoint a member of the Advisory Committee as arbitrator.

## Article 8

### Conflict of interest of members of the Advisory Committee

For the purpose of the selection of the members of the impartial and independent tripartite *ad hoc* committee, composed by the Centre from among the members of the Advisory Committee for deciding on challenges and requests to remove arbitrators, members having any recognizable conflict of interest shall be avoided.

## Model Arbitration Clause for Contracts

Any dispute, controversy or claim arising out of or relating to this contract, its interpretation, execution, the termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the Cairo Regional Centre for International Commercial Arbitration.

Note : Parties should consider adding:

- a. The number of arbitrators shall be ... (one or three);
- b. The place of arbitration shall be ... (town and country);  
and
- c. The language to be used in the arbitral proceedings shall be...

Note : Parties may consider adding:

The time limit within which the arbitral tribunal shall make its final award shall be...