



مرکز
عجمان
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AJMAN
ARBITRATION
CENTER

Rules and Procedures of Arbitration at Ajman Arbitration Center

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CHAPTER(1)
General Provisions

Article (1)
Definitions

The following words and expressions, wherever they appear in this Decision / these Rules, shall have the meanings set forth opposite each of them, unless the context provides otherwise:

The State: The United Arab Emirates.

The Emirate: The Emirate of Ajman.

The Ruler: His Highness the Ruler of the Emirate.

The Chamber: Ajman Chamber.

The Board of Directors: The Board of Directors of the Chamber.

The Center: Ajman Arbitration Center established under Amiri Decree No. (6) of 2004 and restructured under Amiri Decree No. (4) of 2024.

The Board of Trustees: The Board of Trustees of the Center.

The Secretary General: The Secretary General of the Center.

Arbitration: A legally regulated means of resolving a dispute between two or more parties by means of a binding award rendered by an Arbitral Tribunal pursuant to an arbitration agreement.

Arbitration Agreement: The written agreement between the disputing parties to resolve their current or future disputes through arbitration.

Request for Arbitration: The written application submitted by the Claimant to commence arbitral proceedings against the Respondent.

Arbitration Case: The dispute considered by the Arbitral Tribunal after its constitution.

Counterclaim: The claim filed by the Respondent against the Claimant seeking independent relief in the same arbitral proceedings or requesting a set-off between the rights claimed by both the Claimant and the Respondent.

The Claimant: The party initiating arbitration by submitting a request to the Center.

The Respondent: The party against whom arbitration proceedings are initiated.

The Joined Respondent: Any one or more parties joined to the arbitration pursuant to these Rules.

The Intervening Claimant: Any one or more parties intervening in the arbitration pursuant to these Rules.

Party or Parties to Arbitration: The Claimant and/or the Respondent(s), or the Joined Respondent(s) and/or the Intervening Claimant(s).

Arbitral Tribunal: A tribunal composed of one or more arbitrators appointed pursuant to these Rules to hear and decide the arbitral proceedings registered with the Center.

Emergency Arbitrator: The arbitrator appointed under these Rules to consider a request for interim measures.

Place of Arbitration: The geographical location where all or part of the arbitral proceedings are conducted.

Seat of Arbitration: The legal seat agreed upon by the parties as the governing jurisdiction of the arbitration. It may be the same geographical location where the arbitral hearings are held, or another place. In the absence of agreement, the seat of arbitration shall be the seat of the Center.

The Rules: The Rules and Procedures of Arbitration at Ajman Arbitration Center.

The Competent Court: The court having jurisdiction to ratify or annul the final arbitral award or to consider any matter related to the arbitral proceedings in accordance with the legislation of the State of the seat of arbitration, or the State of the place of arbitration in the absence of agreement on the seat.

Interim Measure: A temporary, urgent, or precautionary measure ordered by the Arbitral Tribunal upon request to preserve a right during the proceedings and before the issuance of the final award, without deciding on the merits of the dispute.

The Schedule: The schedule of fees and arbitrators' remuneration approved by the Center.

Expert: A person possessing expertise in any technical field or professional knowledge selected to provide a technical, professional, or scientific opinion on any matter related to a dispute subject to arbitration.

Final Award: The award rendered by the Arbitral Tribunal to finally decide and resolve the dispute.

Day: Calculated based on an official working day.

Person: A natural or juridical person.

Article (2)

Standard Arbitration Clause

The Center recommends that parties wishing to resort to arbitration at the Center include the following standard arbitration clause in their contracts and agreements: "Any dispute arising from the performance, interpretation, or termination of this contract, or related thereto in any manner, shall be finally resolved through arbitration at Ajman Arbitration Center, and the arbitration shall be conducted in accordance with the Rules and Procedures of Arbitration applicable at the Center."

Article (3)
Scope of Application

A. These Rules shall apply to any arbitration case registered with the Center, unless the case has been reserved for the Final Award by the Arbitral Tribunal, regardless of the date of the arbitration agreement, and any agreement to the contrary shall not be recognised.

B. In the event that these Rules do not provide for any procedure to be applied to an arbitration case, the rules mutually agreed upon in writing by the parties shall apply, provided that a copy of the agreed rules is submitted. If no such agreement exists or no copy is submitted, the most appropriate rules deemed suitable by the Arbitral Tribunal shall apply.

C. The parties' agreement to refer their current and future disputes to arbitration at the Center, without a written agreement on the procedural rules to be applied by the Arbitral Tribunal, shall constitute an implied agreement to subject the arbitration to these Rules.

Article (4)
Separability of the Arbitration Agreement from the Underlying Contract

A. The arbitration agreement shall be independent of other contractual terms, and the nullity, rescission, or termination of the contract shall not affect the arbitration agreement contained therein if such agreement is valid in itself, except where nullity is due to the incapacity of one of the contracting parties.

B. A plea of nullity, rescission, or termination of the contract containing the arbitration agreement shall not suspend the arbitration proceedings, and the Center may continue with the arbitration request procedures.

C. The Arbitral Tribunal shall determine the validity of the contract containing the arbitration agreement.

Article (5)
Jurisdiction of the Center to Register an Arbitration Request

A. The Center shall have jurisdiction to register an arbitration request if the disputing parties have expressly agreed to select the Center.

B. If no express agreement on the Center's selection exists, and one of the disputing parties submits an arbitration request, the Center shall have jurisdiction in the following two cases:

1. The respondent's explicit consent to the Center's jurisdiction.
2. The respondent's implicit consent to the Center's jurisdiction by submitting a written response to the arbitration request, naming the arbitrator or authorizing the Center to appoint one, without raising any objection to the Center's jurisdiction.

C.The Board of Trustees shall decide on administrative objections related to the Center's jurisdiction to register the case and verify the existence of an express or implied agreement to entrust the Center with managing the dispute, prior to the formation of the Arbitral Tribunal, without prejudice to the Arbitral Tribunal's right, once constituted, to decide on any plea concerning its jurisdiction under the applicable arbitration law.

D.If the Board of Trustees issues a decision rejecting the objection, the applicant may submit a plea of lack of jurisdiction before the Arbitral Tribunal at the first session held, otherwise the right to object shall lapse.

Article (6)

Requests, Correspondence, and Deadlines

A.All requests from the parties shall be submitted to the Center and registered by the Center in the Register according to the applicable procedures.

B.After its constitution, the Arbitral Tribunal shall not accept any request, from the parties, that requires payment of fees to the Center, except after referral by the Center and verification that the prescribed fees have been paid.

C.All requests and correspondence addressed to the Center, whether by the parties or the Arbitral Tribunal, must be in writing, via email, registered mail, courier, or according to the usage terms of any electronic case management system in use at the Center, unless the Center specifies another method.

D.Correspondence between the parties and the Arbitral Tribunal must be in writing, with copies provided to the other parties.

E.The Arbitral Tribunal shall send copies of any correspondence addressed to the parties to the Center.

F.Deadlines shall commence from the day following the date on which the request or correspondence is received by the addressee. If the following day is a public holiday, the deadline shall extend to the next working day.

G.Public holidays to be considered for deadline extensions are those officially recognised in the country of the place of arbitration.

Article (7)

Representation of the Parties

A.Parties may represent themselves in arbitration proceedings or be represented by one or more persons of their choice, regardless of nationality, provided proof of authority is submitted. The Arbitral Tribunal shall make a final decision on the validity of the representation in case of objection.

B.Requests, pleadings, memoranda, and correspondence shall include the names of the parties and their representatives, along with their contact information.

C.Parties may change their representatives at any stage of the arbitration proceedings.

D.Representatives of the parties must adhere to professional conduct and ethical rules recognised for lawyers and legal consultants, ensuring that their actions contribute to the efficiency and timely conduct of the arbitration proceedings.

Article (8)
Seat and Place of Arbitration

- A. The parties may agree on the seat and place of arbitration.
- B. The arbitration award shall be deemed issued at the agreed seat of arbitration, regardless of the agreed place of arbitration or the place of signing of the award, whether signed in person or electronically.
- C. If the parties have not agreed in writing on the seat of arbitration, the Center's headquarters shall be considered the seat of arbitration.

Article (9)
Language of Arbitration

- A. Arbitration proceedings shall be conducted in Arabic, unless the parties agree in the arbitration agreement or during the proceedings to use another language.
- B. The language agreed upon or designated shall apply to the arbitration proceedings and to any written submissions, oral pleadings, awards, decisions, or other communications issued by the Arbitral Tribunal, unless the parties agree otherwise.
- C. The Arbitral Tribunal may require that some or all written documents submitted in the proceedings be accompanied by a translation into the language used in the arbitration.

Article (10)
Governing Law on the Subject Matter of the Dispute

- A. The Arbitral Tribunal shall apply the substantive rules of law agreed upon by the parties in the arbitration agreement or during the proceedings, provided they are relevant to the subject matter of the dispute.
- B. If no law has been agreed upon, or if the chosen law does not relate to the subject matter, and the parties have not agreed on any applicable law during the proceedings, the Arbitral Tribunal shall apply the substantive rules (excluding procedural rules) of the legislation in force in the country of the seat of arbitration, which it deems most closely connected to the subject matter.
- C. In all cases, the Arbitral Tribunal shall decide the dispute based on the terms of the contract, taking into account prevailing trade usages and practices between the parties.
- D. The Arbitral Tribunal shall not decide the dispute solely on the basis of principles of equity and fairness without adherence to the law, unless the parties have explicitly agreed to such or authorised the Tribunal to act as amiable compositeur.

Article (11)
Equality of the Parties

The parties shall be treated equally under these Rules, and each shall be given a full and equal opportunity to present their claims and defences.

Chapter (2)
Procedures for Registering Arbitration with the Center

Article (12)
Request for Arbitration

A. The party wishing to resort to arbitration through the Center shall submit to the Center a Request for Arbitration, using the form approved by the Center.

B. The Request for Arbitration shall include the following information:

1. The full name, title, and clear address of the Claimant, together with their telephone number and email address, the name and contact details of their legal representative, and a copy of the Claimant's identification if a natural person, or their trade or professional licence (or equivalent) if otherwise.
2. The full name, title, and clear address of the Respondent, together with their telephone number and email address, the name and contact details of their legal representative, and a copy of the Respondent's identification and that of their representative, or their trade or professional licence (or equivalent), if available.
3. The nature of the Arbitration Agreement, whether included in a contract or a separate submission agreement. In the event of multiple disputes arising from more than one Arbitration Agreement, the Request shall specify which agreement relates to each dispute, and a copy thereof shall be attached.
4. The specific value of the claim. Where it cannot be precisely determined, it shall be estimated approximately by the Applicant.
5. A comprehensive summary of the facts and nature of the dispute, and the initial claims.
6. The number of arbitrators and the method of their appointment.
7. The name and contact details of the arbitrator nominated by the Claimant, if the Arbitration Agreement provides that the parties shall nominate arbitrators.
8. The seat, venue, and language of arbitration.
9. The applicable law.
10. The signature of the Applicant.

C. The Request for Arbitration shall be recorded by the Center in a physical or electronic register and shall take effect from the date of its registration.

Article (13)
Multiple Contracts Subject to Arbitration

A. A single Request for Arbitration may be submitted between the same parties concerning a dispute related to multiple contracts, whether such contracts are governed by one or more Arbitration Agreements, in the following cases:

1. Where the contracts comprise a principal contract and ancillary contracts.

B.A single Request for Arbitration may also be submitted between multiple parties concerning a dispute related to multiple contracts and multiple Arbitration Agreements if the contracts arise from a main contract and subcontracts, or from multiple contracts involving the same parties.

C.Any party to the arbitration may submit a written objection to the registration of a single Request for Arbitration, whether between the same or multiple parties. The Board of Trustees shall decide on the objection by issuing a decision within fifteen (15) days from the date the objection is registered

Article (14) Statement of Claim

A.The Claimant shall attach to the Request for Arbitration a Statement of Claim together with a bundle of supporting documents and shall file a sufficient number of copies thereof corresponding to the number of Respondents and arbitrators.

B.Notwithstanding paragraph (A) of this Article, the Claimant may postpone the submission of the Statement of Claim to a later date or submit it directly to the Arbitral Tribunal at its first hearing.

C.The Statement of Claim and the supporting documents shall be translated into the language of arbitration if prepared in another language.

Article (15) Referral of Arbitration Request by the Court

A.If the court refers a dispute to the Center for resolution through arbitration, the Claimant in the referred case shall be notified to complete the Request for Arbitration form and pay the prescribed fees.

B.If the Claimant or Respondent in the referred case objects to the referral or to the Center's jurisdiction to conduct arbitration, the objecting party shall challenge the court's decision in accordance with the legal procedures provided by law.

C.If the Claimant fails to pay the prescribed fees, the court shall be notified to issue an appropriate decision in this regard.

Article (16) Payment of Fees

A.No Request shall be registered with the Center, whether submitted before or during the arbitration proceedings, unless the Applicant has paid the prescribed fee in accordance with the Center's approved Schedule of Fees and Arbitrators' Remuneration.

B.Administrative fees shall be collected by the Center from both the Claimant and the Respondent before the issuance of the decision forming the Arbitral Tribunal.

C.In the event of a counterclaim, each of the Respondent (as counterclaimant), the Claimant, and any joined Respondent shall pay the administrative fees corresponding to their respective requests.

D.If either the Respondent or the joined Respondent refuses to pay their share of the administrative fees, such fees shall be collected from the Claimant, and the Arbitral Tribunal shall determine, in its final award, which party shall ultimately bear the costs and expenses.

E.If the Intervening Claimant submits a Request for Arbitration, they alone shall bear the administrative fees for the arbitration proceedings initiated by them.

Article (17)

Payment of the Arbitrators' Fees Deposit and Expenses

A.The full amount of the deposit for arbitrators' fees and other estimated expenses shall be collected in accordance with the schedule of fees and arbitrators' remuneration approved by the Center, to be borne equally by the parties to the arbitration before the issuance of the decision constituting the Arbitral Tribunal, and shall be deposited in a special account in the name of the Center.

B.If the Respondent or the parties requested to be joined refuse to pay their respective share of the arbitrators' fees deposit, such fees shall be collected from the Claimant. The Arbitral Tribunal shall decide, in its final award, which of the parties shall ultimately bear the arbitrators' fees.

C.The deposit of the arbitrators' fees shall remain complete throughout all stages of the arbitral proceedings. In the event that part of it is consumed- whether due to payments made to an arbitrator who has been removed by a decision of the Board of Trustees or for any other reason- the parties shall be required to replenish the shortfall in accordance with the same procedures by which the initial deposit was paid.

D.If the outstanding balance of the arbitrators' fees deposit is not paid, the arbitral proceedings shall be suspended by a decision of the Arbitral Tribunal until the shortfall is settled, and the suspension period shall not be counted within the time limit for issuing the final arbitral award.

E.If the deposit is not replenished within the time period specified by the Center after notification, the Arbitral Tribunal or the Center may terminate the proceedings or consider the Request for Arbitration as having not been filed, without prejudice to the Tribunal's right to include in its final award such decision as it deems appropriate regarding the allocation of costs.

Article (18)

Notification of the Request for Arbitration

A.Within (3) three days from the date of registration of the Request for Arbitration, the Center shall notify the Respondent or its legal representative, attaching to the notification all documents submitted with the request, whether in paper or electronic form.

B.The Center may entrust one of the specialised companies in judicial notifications with the task of carrying out the notification procedures, in which case the notification fees shall be collected from the Claimant.

Article (19)
Mechanism of Notification of the Request for Arbitration

A. Natural persons shall be notified by means of recorded calls, visual communication technologies, text messages to mobile phones, smart applications, or by e-mail.

B. Legal entities shall be notified through their legal representative at the principal place of management within the State, or at their regional office located within the State. If they have no office in the State, the notification shall be sent to the address stated in the arbitration agreement or in the contract subject of the dispute, or via their officially announced e-mail address.

C. Commercial vessels shall be notified through their master if the vessel is docked within the State. If the vessel has departed, notification shall be made to its shipping agent.

D. If notification cannot be effected by any of the means stipulated in this Article, notification shall be made by publication, after approval by the Secretary General of the Center.

Article (20)
Response to the Request for Arbitration

A. The response to the Request for Arbitration shall be submitted to the Center by the Respondent or its legal representative within (30) thirty days from the day following the date of its notification.

B. The response to the Request for Arbitration shall include the following information:

1. The full name, title, clear address, telephone number, and e-mail of the Respondent, and the full name, clear address, telephone number, and e-mail of its legal representative, together with copies of their identity cards, and for legal entities, a trade or professional licence or equivalent.

2. The full name, title, and clear address of the Claimant.

3. Comments on the nature of the arbitration agreement.

4. Comments on the nature and grounds of the dispute and the initial claims.

5. Comments on the number of arbitrators and the method of their appointment.

6. The name and contact details of the arbitrator nominated by the Respondent, if the arbitration agreement provides that the parties shall nominate the arbitrators.

7. Comments on the seat, venue, and language of the arbitration.

8. Comments on the applicable law.

9. The signature of the Respondent or its legal representative.

C. The Respondent may attach a statement of defence to the arbitration statement of claim or defer its submission to the Arbitral Tribunal.

Article (21)
Counterclaim for Arbitration

A.The Respondent may submit a counterclaim for arbitration against the Claimant if the Respondent has a claim arising from, or related to, the same contract or document from which the dispute originated, or if the Respondent seeks to set off claims.

B.The counterclaim for arbitration shall be submitted by the Respondent or its legal representative together with the response to the original Request for Arbitration. The Center may, for justified reasons, grant an additional period not exceeding (15) fifteen days.

C.The counterclaim for arbitration shall include the same particulars as required for the original Request for Arbitration, as provided in Article (12) of these Rules.

Article (22)
Response to the Counterclaim for Arbitration

A.The response to the counterclaim for arbitration shall be submitted within (15) fifteen days from the date of its notification.

B.The response to the counterclaim for arbitration shall include the same particulars as required for the response to the original Request for Arbitration, as provided in Article (20) of these Rules.

Article (23)
Joinder and Intervention

A.Either the Claimant or the Respondent may request the joinder of any person to the arbitration proceedings.

B.Any interested party may intervene in the arbitration proceedings, whether joining the Claimant or the Respondent, or requesting an award in their own favour.

C.For a joinder or intervention request to be accepted, the following conditions must be met:

1.The person intervening or sought to be joined must be a party to the arbitration agreement; otherwise, written consent of all arbitration parties is required.

2.The joinder or intervention must arise from or be related to the same legal relationship that gave rise to the dispute.

3.The request for joinder or intervention must be submitted before the expiry of the time limit for replying to the Request for Arbitration or to the Counterclaim, unless the Arbitral Tribunal decides otherwise.

D.The request for joinder or intervention shall include the same particulars required in the original Request for Arbitration as set out in Article (12) of these Rules.

Article (24)
Reply to Joinder or Intervention Request

- A. The person sought to be joined shall submit a reply to the joinder request within thirty (30) days from the date of notification.
- B. The Respondent to an intervention request shall submit a reply within fifteen (15) days from the date of notification.
- C. The reply to a joinder or intervention request shall include the same particulars required in the reply to the original Request for Arbitration, as set out in Article (20) of these Rules.

Article (25)
Failure to Reply by the Respondent

- A. Failure of the Respondent to appear or to reply to the Request for Arbitration within the prescribed period shall not prevent the Center from proceeding with the arbitration and constituting the Arbitral Tribunal, provided that the Center has jurisdiction over the dispute.
- B. If the arbitration agreement provides that each party shall appoint an arbitrator, failure by the Respondent to reply shall be deemed a waiver of its right to appoint an arbitrator.

Article (26)
Consolidation of Arbitration Requests

- A. Upon the request of any of the arbitration parties, the Center may consolidate two or more arbitration requests into a single arbitration if the following conditions are met:
 - 1. The parties to the arbitration requests sought to be consolidated are parties to the same arbitration agreement or to multiple arbitration agreements.
 - 2. The parties to the arbitration requests sought to be consolidated are identical.
 - 3. The arbitration requests sought to be consolidated arise out of or are related to the same legal relationship.
- B. The consolidation request must be submitted in any of the arbitration cases before the file is referred to the Arbitral Tribunal constituted to hear the arbitration.
- C. Notwithstanding paragraph (A) of this Article, the Center may, upon approval of the Board of Trustees, consolidate multiple arbitration requests between the same parties even if condition (3) is not satisfied.

Chapter (3)
Constitution of the Arbitral Tribunal

Article (27)
General Rules for the Selection of Arbitrators

- A. There shall be no requirement that an arbitrator be of a specific gender or nationality.
- B. Priority shall be given to selecting arbitrators from the Center's approved Panel of Arbitrators, according to their roster, and to those who have demonstrated the required expertise, impartiality, and independence.
- C. No arbitrator may be appointed by the same party in more than three (3) arbitration cases within the last three (3) years.
- D. No arbitrator may preside over more than three (3) Arbitral Tribunals constituted under the Center at the same time, unless prior approval of the Board of Trustees is obtained before appointment.

Article (28)
Disclosure of Third-Party Funding

- A. Any party to the arbitration that enters into a third-party funding arrangement shall immediately disclose this to the Center, the other parties, and, after its constitution, to the Arbitral Tribunal, providing details of the funder's identity and whether the funder is also providing funding to any other party in the same dispute.
- B. After the constitution of the Arbitral Tribunal, no party shall enter into a third-party funding arrangement that would or might create a conflict of interest with any member of the Tribunal without notifying all parties and referring the matter to the Board of Trustees to determine the extent of conflict and decide whether the Tribunal may continue.
- C. If any party fails to comply with the disclosure obligation stipulated in this Article, the Arbitral Tribunal may, after allowing the parties to comment, take any appropriate measures, including reconsideration of the Tribunal's composition, adjustment of costs, or any other action necessary to preserve the integrity and impartiality of the proceedings.

Article (29)
General Rules on the Constitution of the Arbitral Tribunal

- A. The Arbitral Tribunal shall be constituted by agreement of the parties as a sole arbitrator or panel of arbitrators; if they fail to agree on the number of arbitrators, the number shall be three (3).

B.If the arbitration agreement provides for more than one arbitrator, the number must be an odd number.

C.Notwithstanding paragraph (A) of this Article, and in the absence of agreement by the parties on the number of arbitrators, the Center may constitute the Tribunal as a sole arbitrator if the value of the arbitration claim does not exceed AED 500,000 (five hundred thousand dirhams) or in any other case as may be decided by the Board of Trustees, taking into account the nature of the dispute.

D.Arbitrators shall be selected from the Center's approved Panel of Arbitrators unless the parties agree to appoint an arbitrator from outside the Panel.

E.Where each party has appointed an arbitrator, the appointed arbitrators shall, after confirmation by the Center, select the Presiding Arbitrator from the Center's approved Panel of Arbitrators.

F.Any agreement granting one party the exclusive right to constitute the Arbitral Tribunal without the other party shall not be recognised, and in such a case, the provisions of this Chapter regarding the constitution of the Arbitral Tribunal shall apply.

Article (30)

General Conditions for the Selection of the Arbitral Tribunal

Subject to the conditions stipulated under the applicable laws of the State, any person selected as an arbitrator, whether by the parties or from the Center's approved Panel of Arbitrators, shall meet the following requirements:

- 1.Be a natural person, not a minor, not under guardianship, and not deprived of civil rights due to bankruptcy, unless reinstated, or due to a conviction for a felony or for a misdemeanour involving dishonesty or breach of honour or trust, even if reinstated.
- 2.Possess the necessary expertise or professional qualifications to adjudicate the dispute in question, according to its subject matter and nature.
- 3.Have no personal, professional, or direct interest or kinship with any arbitration party that may affect impartiality, integrity, or independence.
- 4.Provide a written declaration upon selection disclosing any matters that could raise doubts regarding impartiality or independence.

Article (31)

Procedure for Constituting a Sole Arbitrator Tribunal

A sole arbitrator tribunal shall be constituted according to the following procedures:

- 1.If the parties agree to a sole arbitrator and the arbitrator is named in the arbitration agreement, the tribunal shall be formed with the selected arbitrator, who shall be notified to receive the arbitration file.
- 2.If the parties agree to a sole arbitrator but the arbitrator is not named, the Center shall notify the parties to agree on the selection of the arbitrator within fifteen (15) days from the date of notification.
- 3.If the parties fail to agree on the arbitrator within the specified period, the Center shall appoint the arbitrator from its approved Panel of Arbitrators within five (5) days.

4.If the Respondent fails to appear or respond within the specified period and there is no agreement on the arbitrator, the Center shall appoint the arbitrator from the approved Panel of Arbitrators without involvement of the Claimant.

Article (32)

Procedure for Constituting a Tribunal of Three or More Arbitrators

A tribunal composed of three or more arbitrators shall be constituted as follows:

- 1.If the parties agree on the composition of three or more arbitrators and all arbitrators, including the presiding arbitrator and members, are named in the arbitration agreement, the selected tribunal shall be confirmed.
- 2.If the parties agree on the composition of three or more arbitrators and each party nominates one arbitrator in the agreement, the appointed arbitrators shall be notified and invited to select the presiding arbitrator.
- 3.If the parties agree on the composition of three or more arbitrators but do not name them in the agreement, the parties shall be notified and invited to select the arbitrators within fifteen (15) days from the date of notification.
- 4.If any party fails to select an arbitrator or both parties fail to select within the specified period, the Center shall appoint the arbitrator(s) from the approved Panel of Arbitrators within five (5) days.
- 5.Once the arbitrators are selected, they shall be notified and invited to choose the presiding arbitrator within fifteen (15) days from the date of notification.

Article (33)

Impartiality and Independence

A.Each arbitrator nominated for the arbitration shall submit a written declaration to the Center disclosing any matter affecting impartiality or independence within seven (7) days from the date of notification of nomination.

B.No arbitrator shall be appointed if they refuse or delay submission of the declaration. If an arbitrator was nominated by a party, that party shall be notified to nominate a replacement within fifteen (15) days; otherwise, the Center shall appoint the arbitrator.

C.The Center may reject the appointment of any arbitrator nominated by a party if it finds that the arbitrator lacks independence, impartiality, or the necessary expertise, or was previously challenged for the same reasons; the nominating party shall then nominate a replacement within fifteen (15) days, otherwise the Center shall appoint the replacement.

D.During the arbitration proceedings, an arbitrator shall promptly notify the Center, the presiding arbitrator, and the parties of any matter that could raise doubts about impartiality or independence. The Center or the Arbitral Tribunal shall determine the adequacy of such disclosure and take necessary measures in accordance with the applicable arbitration law or these Rules.

Article (34)
Decision on Constituting the Arbitral Tribunal

- A. The Arbitral Tribunal shall be constituted in accordance with the procedures set out in these Rules by a decision issued by the Secretary General.
- B. The decision shall include the arbitrators' fees and an estimated amount for any other necessary expenses.
- C. The parties and the Arbitral Tribunal shall be notified of the decision within three (3) days from the date of full payment of the arbitrators' fee deposit.
- D. Parties may challenge the constitution of the Tribunal only through a challenge request against an arbitrator.

Article (35)
Challenge and Disqualification of Arbitrators

- A. Parties may submit a challenge request if circumstances raise justifiable doubts about an arbitrator's impartiality or independence, or if the arbitrator does not meet the conditions agreed upon by the parties or provided by law or these Rules.
- B. A challenge against an arbitrator appointed or jointly appointed by a party is accepted only for a serious reason regarding impartiality or independence discovered after appointment.
- C. A challenge request is not accepted if the same party has previously challenged the same arbitrator for the same reason in the same arbitration.

Article (36)
Procedures for Challenging and Disqualifying Arbitrators

- A. The challenge request shall be submitted to the Center within fifteen (15) days from receiving notification of the arbitrator's appointment, or within fifteen (15) days from knowledge of facts justifying the challenge, including supporting evidence.
- B. The Center shall notify the challenged arbitrator and send a copy to the other members of the tribunal and the parties; the challenged arbitrator shall respond within seven (7) days.
- C. An arbitrator may voluntarily withdraw, or the parties may agree to remove and replace the arbitrator; such withdrawal does not constitute acceptance of the challenge grounds.
- D. If the challenged arbitrator does not withdraw or the parties do not agree to the challenge within fifteen (15) days from notification, the request shall be referred to the Board of Trustees, which shall decide within ten (10) days.
- E. The Board of Trustees' decision on the challenge is final and not subject to appeal.

Article (37)
Effects of a Challenge Request Against an Arbitrator

- A. Submission of a challenge request shall not suspend arbitration proceedings; the Tribunal, including the challenged arbitrator, may continue proceedings, and issuance of the award may be deferred until the Board of Trustees' decision on the challenge request.

B.If the Board of Trustees upholds the challenge, it may determine the appropriate allocation of fees and expenses or recover any fees or expenses already paid to the challenged arbitrator.

Article (38)

Termination of Arbitrator's Mandate

A.The arbitrator's mandate ends in the following cases:

- 1.Death or loss of legal capacity.
- 2.Loss of any appointment condition.
- 3.Withdrawal or disqualification.
- 4.Failure to commence arbitration within thirty (30) days from notification.
- 5.Unjustified suspension of duties for thirty (30) days or more, causing delay.
- 6.Inability to perform duties, or suspension causing unjustified delay.

B.Death or incapacity of the appointing party does not terminate the arbitrator's mandate.

C.Upon request of any party, the Board of Trustees may terminate the arbitrator's mandate and determine appropriate fees and expenses or recover amounts previously paid to him.

Article (39)

Appointment of a Replacement Arbitrator

If the arbitrator's mandate ends for any reason under Article (38), a replacement arbitrator shall be appointed following the procedures applied to the original appointment.

Article (40)

Effects of Termination of an Arbitrator's Mandate

A.All deadlines and time limits, whether stipulated under the applicable arbitration law or these Rules, shall be suspended and shall not resume until the Arbitral Tribunal is fully constituted.

B.If the terminated arbitrator was the presiding arbitrator, the two remaining arbitrators shall select a replacement presiding arbitrator for the Tribunal.

C.If the terminated arbitrator was a member of the Tribunal, the replacement arbitrator together with the remaining arbitrator shall agree either to retain the current presiding arbitrator or appoint a new presiding arbitrator. In case of disagreement, the Board of Trustees shall decide as it deems appropriate.

D.After appointing a replacement arbitrator, the parties may agree to retain any prior proceedings and define their scope; otherwise, the reconstituted Tribunal shall determine whether any previous proceedings are valid and their scope.

E.Any decision issued by the prior Tribunal shall not affect the right of any party to resubmit the same claims before the reconstituted Tribunal.

Article (41)
Oath of Arbitrators

A.No arbitrator shall commence arbitration proceedings without taking the oath. For arbitrators registered in the Center's Panel, the oath is deemed taken upon registration.

B.Arbitrators appointed from outside the Panel shall take the oath before the Board of Trustees or the Secretary General prior to commencing arbitration proceedings, using the following wording:

"I swear by Almighty God that I shall perform the arbitration tasks entrusted to me with justice, honesty, integrity, truthfulness, diligence, and impartiality; that I shall adhere to applicable laws and regulations, and principles of fairness and equity; that I shall exert my utmost effort in performing my duties while maintaining the confidentiality of all information and data related to the parties and the arbitration; and God is my witness to what I say."

Chapter (4)
Management of Arbitration Proceedings

Article (42)
Referral of the Arbitration File

The Center shall, within three (3) days of full payment of the arbitrators' fee deposit, refer the arbitration file in its current state to the Arbitral Tribunal.

Article (43)
Tribunal's Jurisdiction over Its Own Competence

A.The Respondent must raise any objection to the Tribunal's jurisdiction when submitting its defence, otherwise the right to raise such objection is deemed waived.

B.The Tribunal shall issue a preliminary decision on any objection to its jurisdiction, including objections based on the absence, invalidity, or limited scope of the arbitration agreement.

C.If the Tribunal decides in a preliminary ruling that it has jurisdiction, any party may, within fifteen (15) days from notification of the ruling, request the competent court to rule on the matter.

D.Arbitration proceedings shall be suspended pending the competent court's decision regarding the jurisdictional challenge.

B.The Tribunal shall hold a preliminary meeting with the parties within fifteen (15) days from receipt of the arbitration file, during which the following shall be addressed:

- 1.Verification of the identity of the parties and their representatives.
- 2.Determination of the need to submit additional statements, memoranda, or documents not previously submitted to the Center.
- 3.Identification of required provisional measures and determination of those that the Tribunal can decide upon.
- 4.Establishment of the arbitration timetable, including deadlines for submission of memoranda, hearing dates, and the expected date for issuance of the award.

C.The Tribunal shall prepare the arbitration timetable during the preliminary meeting or within seven (7) days thereafter and notify the timetable and any amendments to the Center and the parties.

D.The parties shall sign the timetable within three (3) days of receipt and return it to the Tribunal. If a party refuses to sign without providing a written objection, it does not affect the validity or enforceability of the timetable, and the Tribunal shall proceed with the arbitration according to the set schedule.

E.The Tribunal may hold additional preliminary meetings for consultation, adoption of further provisional measures, or modification of the timetable to ensure efficient case management.

F.If a party fails to submit its response or attend the preliminary meeting after proper notification without a valid excuse, the Tribunal may proceed with the arbitration.

Article (45)

Completion of Submissions, Amendments, and Withdrawal of Claims

A.Each party shall submit its statements and memoranda, unless already submitted during the preparation of the arbitration file by the Center, within the deadlines set in the arbitration timetable prepared by the Tribunal.

B.No party may submit new claims in the original arbitration or counterclaim without the Tribunal's approval.

C.Before approving new claims, the Tribunal shall consider the nature of the claims, the stage of proceedings, potential delays, harm to the opposing party, and other relevant circumstances.

D.If new claims require additional fees, the Tribunal shall defer acceptance until the applicant party pays the required fees to the Center.

E.Any party may, at any time before the final award, withdraw all or part of its claims in the original arbitration or counterclaim, provided no other party objects. If an objection is raised, the Tribunal shall examine the submissions and issue a decision regarding the withdrawal, including any cost allocation

Article (46)
Arbitration Terms of Reference

A.The Arbitral Tribunal may, whenever deemed necessary, prepare the Terms of Reference to be signed by the Tribunal and the parties, which shall include the following:

- 1.Names of the parties, their capacities, and the names of their representatives.
- 2.Specification of the elements of the dispute, indicating agreed and disputed facts.
- 3.The timetable for arbitration proceedings and deadlines for submission of memoranda.
- 4.Agreed methods of evidence in the arbitration.
- 5.Applicable law governing the dispute.
- 6.Rules applicable to the arbitration proceedings.
- 7.The seat of arbitration.
- 8.The place of hearings.
- 9.The language of arbitration.

B.The Terms of Reference shall be valid upon acceptance by the parties, even if none of them has signed it.

C.No party may submit claims outside the scope of the Terms of Reference after it is signed, unless authorised by the Tribunal, which shall consider the nature of such claims, the stage of proceedings, and other relevant circumstances.

D.In expedited arbitration proceedings, the Tribunal may decide not to prepare Terms of Reference.

Article (47)
Interim Measures

A.Unless otherwise agreed by the parties, the Tribunal may, upon request by any party or on its own initiative, order any provisional, protective, or urgent measures deemed necessary due to the nature of the dispute, in the form of an interim arbitral award.

B.Such provisional, precautionary, or urgent measures must not be deferrable until the final arbitration award, and must not affect the substance of the dispute between the parties. Specifically, they should be intended to achieve any of the following objectives:

- 1.Urgent inspection to verify the situation.
- 2.Hearing a witness whose testimony may be lost due to travel, illness that could result in death, or for any other reason.
- 3.Preservation of evidence crucial to resolving the dispute.
- 4.Protection of goods forming part of the dispute, including deposit with a custodian.
- 5.Sale of perishable goods at public auction or other suitable means determined by the Tribunal, with proceeds deposited in the Center's bank account.

- 6.Preservation of assets and funds enabling enforcement of a later award.
- 7.Maintaining the status quo or restoring it until resolution of the dispute.
- 8.Preventing imminent or actual harm affecting the arbitration, or ordering refraining from actions that could cause such harm.

C.Any party benefiting from an interim measure may, with written permission from the Tribunal, apply to the competent court for enforcement if the Tribunal is unable to execute it.

D.The requesting party shall bear any costs or damages caused by the interim measure if the Tribunal later decides that the request was unjustified and that the measure should not have been taken. The Tribunal may order payment of such costs and damages at any stage of the proceedings.

Article (48)

Powers of the Tribunal During Considering the Request of the Interim Measures

The Tribunal, when considering an interim measures request, may:

- 1.Issue an interim award ordering the adoption of provisional measures or refusing them, provided that the interim award is reasoned.
- 2.Require the party requesting the provisional measures to provide sufficient security to cover the costs of implementing such measures before the issuance of the order to adopt them.
- 3.Request from the party in whose favour a provisional measure has been ordered, at any stage of the arbitration proceedings, to promptly disclose any material change in the circumstances on the basis of which the provisional measure was issued.
- 4.Modify, suspend, or revoke any interim measure ordered either at the request of any party or on the Tribunal's own initiative, notifying the parties of such decision.

Article (49)

Emergency Arbitrator for Interim Measures

A.The Center may appoint an Emergency Arbitrator from the approved panel to consider a request for interim measures.

B.Upon appointment, the Emergency Arbitrator shall exercise the powers of the Tribunal with respect to interim measures.

C.The Emergency Arbitrator shall not be a member of the Tribunal constituted to hear the same dispute.

D.The mandate of the Emergency Arbitrator terminates, and their authority ceases, upon constitution of the Tribunal.

Article (50)

Conditions for Appointment of an Emergency Arbitrator

A.The appointment of an Emergency Arbitrator requires that:

- 1.The request for interim measures is made during the Center's procedures on the arbitration request and before the Tribunal is constituted.

- 2.The interim measure cannot be deferred until the Tribunal is formed.
- 3.The interim measure shall not affect the substance of the dispute between the Arbitration Parties.
- 4.Fees for the request and the Emergency Arbitrator's fees are paid as determined by the Secretary General.

B.Requests for interim measures shall be rejected if:

- 1.The parties have agreed in writing not to appoint an Emergency Arbitrator.
- 2.The parties have agreed in writing to a pre-arbitration procedure providing for interim measures.

C.The Emergency Arbitrator must meet the general qualifications for appointment of arbitrators.

Article (51)

Procedures for Appointment of Emergency Arbitrator

A.A request for provisional, precautionary, or urgent measures shall be submitted to the Center by any of the arbitration parties. The request must include the reasons demonstrating the entitlement of its submitter to the provisional measure, the nature of the provisional measure sought, and must be accompanied by supporting documents. The Center shall notify the other arbitration parties of the request for provisional or urgent measure.

B.The Center may appoint an Emergency Arbitrator without notifying the other arbitration parties if the party requesting the provisional or urgent measure proves that such notification would cause harm affecting the effectiveness of the provisional or urgent measure request.

C.In the case of appointing an Emergency Arbitrator without notifying the other arbitration parties, the Emergency Arbitrator shall, within a maximum period of two (2) working days from the date the file is referred to them, establish a timetable for the procedures to decide on the request for the provisional, precautionary, or urgent measure, including granting an opportunity to be heard to all arbitration parties, whether in written memoranda, in person, or through any means of visual communication technology.

Article (52)

Issuance of Provisional Measures and Their Effect

A.The Emergency Arbitrator must issue an interim award on the request for provisional measures within fifteen (15) days from the date of receipt of the request file

B.The Emergency Arbitrator may provisionally allocate the costs resulting from taking the provisional measures in the interim award, without prejudice to the authority of the Arbitral Tribunal to make the final decision regarding the allocation of such costs upon issuance of the final award.

C.After its constitution, the Arbitral Tribunal may, upon the request of any arbitration party or on its own initiative, amend, suspend, or revoke a provisional measure ordered by the Emergency Arbitrator, provided that the arbitration parties are notified of this decision.

Chapter (5) Conduct of Arbitration Proceedings

Article (53) Place of Arbitration Hearings

A.The Arbitral Tribunal may, after agreement with the arbitration parties and as it deems appropriate, hold arbitration hearings, including the hearing session, at any place it considers suitable, either in person or through any means of visual communication technology. The Tribunal may also deliberate and issue its award at any place it chooses, without this affecting the arbitration seat.

B.Upon a request from the Arbitral Tribunal, the Center shall provide a venue for holding arbitration hearings or the means of visual communication technology for such hearings, in accordance with the technical standards, conditions, and controls determined by the Center.

C.In the event that arbitration hearings are conducted through visual communication technology, the seat of the Center shall be deemed the place of the arbitration hearings.

Article (54) Commencement of Arbitration Proceedings

A.Arbitration proceedings commence on the day scheduled for the first arbitration session as specified in the timetable for arbitration proceedings approved by the Arbitral Tribunal and the arbitration parties.

B.The Arbitral Tribunal shall determine the place and time of the first session in coordination with the arbitration parties and notify them at least five (5) days prior to the session date. If any party fails to attend despite proper notification, without a valid excuse accepted by the tribunal, the tribunal may proceed in the absence of such party.

C.The Arbitral Tribunal has the authority to manage the arbitration sessions, and all arbitration parties have the right to attend. No person lacking capacity or relevance to the arbitration shall attend without the consent of the tribunal and the parties.

D.The Arbitral Tribunal and the arbitration parties shall exert their best efforts to facilitate the arbitration proceedings efficiently and swiftly and take appropriate measures to ensure effective management of the arbitration, after consulting with the arbitration parties,

Article (55)

Maintaining Professional and Commercial Confidentiality of the Parties

A.The Center may, upon request of any arbitration party, have the Arbitral Tribunal sign a confidentiality undertaking regarding any professional or commercial secrets related to the arbitration parties before commencing their duties.

B.The Arbitral Tribunal may, upon request of any arbitration party, issue orders regarding the confidentiality of any other matters related to the arbitration, and may take measures to protect professional and commercial secrets related to the parties' business and confidential information submitted in the arbitration.

Article (56)

Expedited Arbitration Proceedings

A.The Center may, based on the agreement of the arbitration parties, conduct the arbitration through expedited procedures if the total claim in the arbitration and counterclaim does not exceed AED 500,000, excluding interest and arbitration costs.

B.The expedited procedures shall be followed as follows:

1.Submission of a request for expedited arbitration by any party to the Center prior to the formation of the Arbitral Tribunal.

2.The other party must submit a response to the request within seven (7) days from the date of notification.

3.The request for expedited arbitration is deemed accepted if agreed upon by the parties or if the other party raises no objection in their response.

4.The Center shall appoint a sole arbitrator within five (5) days from the date of the parties' agreement or submission of the response, in accordance with the procedures for appointing a sole arbitrator under these rules.

C.The Arbitral Tribunal shall, after consulting with the parties and considering the time available for presenting their claims, determine the procedures to be applied in expedited arbitration, including the scope of evidence to be presented.

D.The Arbitral Tribunal may decide the arbitration based on the submissions and documents provided by the parties without holding hearings.

E.The Arbitral Tribunal shall issue its final award in the expedited arbitration within three (3) months from the date the file is referred to it, unless the tribunal extends this period for no more than one month for exceptional reasons.

F.If the Arbitral Tribunal is unable to issue the final award within the above-mentioned period, the matter shall be referred to the Board of Trustees to consider extending the award issuance period for a suitable duration, taking into account the circumstances of the arbitration, or to take other appropriate measures.

Article (57)
Evidence Procedures

A.The rules and evidence for the arbitration shall follow those stipulated in the applicable law, provided that such rules do not conflict with the public order of the state.

B.If the applicable law lacks rules of evidence, or if the applicable law contains rules contrary to public order, the Arbitral Tribunal shall have the discretion to determine the rules of evidence to be followed.

C.The Arbitral Tribunal shall evaluate the weight of any evidence submitted by the parties and determine the admissibility or relevance of evidence regarding facts or expert opinions. The tribunal may also determine the time, method, and manner for exchanging such evidence between the parties and its submission to the tribunal.

Article (58)
Witness Hearings

A.A party wishing to present witnesses shall provide the Arbitral Tribunal and other parties with the names, addresses, subject of testimony, facts to be proved, and the relevance of these facts to the arbitration within the deadline set by the tribunal.

B.The Arbitral Tribunal shall have the discretion to accept or reject the hearing of any witness to avoid duplication or irrelevance.

C.The Arbitral Tribunal may, on its own or upon request of any party, require the hearing of any witness. Witnesses may attend in person or virtually through visual communication technology, provided that the tribunal can verify the identity of the witnesses.

D.The tribunal may require witnesses to take an oath if mandated by the applicable law. Each witness shall give testimony orally and privately, without other witnesses present. Each party may examine witnesses under the supervision of the tribunal, which may also pose questions to the witnesses.

E.Each party requesting witness testimony shall make all practical arrangements and bear all associated costs.

Article (59)
Appointment of Experts

A.The Arbitral Tribunal may, upon request of any party or on its own initiative if justified, and before announcing the close of evidence submission, appoint one or more independent experts to provide reports or opinions on technical matters determined by the tribunal as necessary for resolving the arbitration.

B.The tribunal may, instead of appointing an expert, rely on an expert report from another arbitration or judicial proceeding, without prejudice to the right of the parties to comment on the report and examine any evidence relied upon by the expert.

C.Priority in appointing experts shall be given to the list of experts accredited by the Center.

Article (60)
Procedures for Appointment of Experts

A. When appointing an expert, the tribunal shall consider:

1. Agreement of the parties on the expert's name, if any.
2. Suitability of the expert's qualifications and experience with the subject of the dispute.
3. Precise definition of the expert's mission and authority.
4. Deadline for submission of the expert report.
5. Providing the expert with any documents or information relevant to the arbitration for examination, questioning, or review, and requiring the party holding such documents to provide them.
6. Determining the expert's fees, the responsible party, and payment of the expert's fee deposit prior to appointment.
7. The expert shall provide written disclosure of any relationships with the parties, funders, or any interest in the arbitration to ensure impartiality and independence.
8. The expert shall sign a confidentiality undertaking.

B. Any party may submit a written objection to the appointment of the expert, specifying reasons. If accepted, another expert shall be appointed.

C. The expert shall take an oath to perform their duties faithfully and diligently before the tribunal prior to commencing their work.

Article (61)
Expert Report to the Arbitral Tribunal

A. Upon submission of the expert report to the tribunal, the tribunal shall send a copy to the parties and allow them to comment and examine any evidence relied upon by the expert.

B. The tribunal shall provide parties the opportunity to discuss the report with the expert during a hearing.

C. Parties may submit advisory reports from experts they appoint and may have these experts testify on matters in the advisory report or assist in questioning the tribunal-appointed expert.

D. The tribunal shall determine the weight to be given to any expert report.

Article (62)
Decisive Oath and Complementary Oath

A. The decisive oath is one directed by a party to its opponent at any stage to resolve the dispute as a whole or a specific fact, provided the fact concerns the person to whom the oath is directed. The party receiving the decisive oath may return it to the requesting party.

B. The complementary oath is one directed by the tribunal on its own initiative to a party to complete evidence.

C. Rules on the decisive and complementary oaths shall follow the applicable law agreed upon by the parties; if no law is agreed, the rules of evidence in the law of the arbitration seat shall apply.

Article (63)

Conclusion of Arbitration Proceedings

A. The tribunal shall declare the close of proceedings when satisfied that the parties have had sufficient opportunity to submit their statements and evidence, and notify the Center and parties of the expected date for issuance of the final award. No further submissions regarding matters in the award shall be accepted.

B. The tribunal may, on its own or upon request of a party, reopen the proceedings at any time before issuance of the final award, if necessary, provided the decision is reasoned.

Chapter (6)

Issuance of the Arbitral Award

Article (64)

Deliberations of the Arbitral Tribunal

A. The deliberations of the Arbitral Tribunal and any other internal correspondence among its members shall remain permanently confidential, and no person other than the members of the Tribunal may participate therein.

B. In cases where the Arbitral Tribunal is composed of more than one arbitrator, the final arbitral award must be issued unanimously or by majority vote. If a majority is not achieved, the final arbitral award shall be issued by the Presiding Arbitrator, provided that dissenting opinions are attached and considered an integral part of the award.

C. The final arbitral award shall be deemed issued at the seat of arbitration and on the date stated therein.

D. The Center may publish the final arbitral award with the consent of the parties to the arbitration.

Article (65)

Settlement and Other Grounds for Termination of Arbitration

A. If the parties to the arbitration agree to settle the dispute before the issuance of the final arbitral award, the Arbitral Tribunal shall issue an order terminating the arbitration.

B. The Arbitral Tribunal may, upon the request of all parties to the arbitration, record the terms of the settlement in the form of award on agreed terms, provided that it states that it is an arbitral award issued by agreement of the parties.

C. If, prior to issuing the final arbitral award, and after consultation with the parties to the arbitration, the Arbitral Tribunal determines that continuation of the arbitration is futile or impossible for any other reason, it shall issue an order terminating the arbitration proceedings. In such a case, the Tribunal may determine and apportion the costs of arbitration between the parties.

Article (66)
Time Limit for Issuing the Final Arbitral Award

A.The Arbitral Tribunal shall issue the final award within the period agreed upon by the parties to the arbitration. In the absence of such agreement or a method for determining that period, the award must be issued within six (6) months from the date of the first hearing of the arbitration proceedings. The Tribunal may extend this period for an additional six (6) months unless the parties to the arbitration agree on a longer period.

B.If the arbitral award is not issued within the period mentioned in paragraph (A) of this Article, the Arbitral Tribunal or any of the parties to the arbitration may submit a request to the Center to issue a decision setting an additional time period for rendering the award or terminating the proceedings. The Center may extend the time period or refer the matter to the Board of Trustees to decide on terminating the arbitration proceedings as it deems appropriate. The decision of the Board shall be final. In such case, either party may file its claim before the court having original jurisdiction over the dispute.

Article (67)
Contents of the Final Arbitral Award

All arbitral awards shall be in writing, and the final arbitral award must include the following particulars:

- 1.The full names, nationalities, and addresses of the members of the Arbitral Tribunal.
- 2.The full name, nationality, and address of the Claimant, and the name of its representative.
- 3.The full names, nationalities, and addresses of the Respondents and the name of each of their representatives.
- 4.The full text of the arbitration agreement.
- 5.The Terms of Reference, if any.
- 6.The date, seat, and place of issuance of the arbitral award.
- 7.The language of arbitration and the rules of law applicable to the subject matter of the arbitration.
- 8.A summary of the facts of the arbitral proceedings, and a summary of the claims, defences, and counterclaims of the parties.
- 9.The evidence submitted by the parties.
- 10.A summary of the arbitration proceedings, including any relevant interim and conservatory measures and orders issued during the proceedings.
- 11.The expert's findings in the report, if any.
- 12.The reasons relied upon by the Arbitral Tribunal in rendering its decision.
- 13.The text of the final arbitral award.
- 14.The signatures of the Arbitral Tribunal.

Article (68)
Mechanism for Issuing the Final Arbitral Award

A.The Arbitral Tribunal shall issue the final arbitral award unanimously or by majority vote. Any dissenting member shall record his opinion in the final arbitral award or in a separate arbitral decision.

B.If the arbitrators' opinions are so divided that no majority can be formed, the Presiding Arbitrator alone shall issue the final award, unless the parties have agreed otherwise. In this case, dissenting opinions shall be attached to the final arbitral award and considered an integral part thereof.

Article (69)
Mechanism for Signing the Final Arbitral Award

A.The Arbitral Tribunal as a whole must sign the final arbitral award. If any member refuses or fails to sign, the reason for non-signature must be stated.

B.The Arbitral Tribunal shall sign every page of the final arbitral award. It may suffice to initial the pages, provided that the dispositive portion of the award bears full signatures. A sufficient number of original copies shall be deposited with the Center to enable delivery of one copy to each of the parties and to retain one copy at the Center.

C.The Arbitral Tribunal may sign the final arbitral award electronically by using an approved electronic signature program or service that allows digital verification of the signatory's identity.

Article (70)
Center's Authority to Review the Final Arbitral Award

In all cases, before the Arbitral Tribunal signs the final award, it must submit the final draft to the Center for review to ensure that the Tribunal has complied with the formal requirements stipulated under these Rules for issuing the final arbitral award.

Article (71)
Final Arbitration Costs

A.Arbitration costs include the registration fee of the arbitration request, the administrative fees of the arbitration case, the fees and expenses of the Arbitral Tribunal and experts, the legal representatives' fees and expenses, including translation costs, and any other costs determined and assessed by the Arbitral Tribunal at any time during the proceedings.

B.The Arbitral Tribunal may issue decisions regarding arbitration costs and may issue a separate arbitral award on such costs.

C.The final arbitral award shall determine the arbitration costs and their final allocation among the parties.

Article (72)
Additional or Supplementary Arbitral Award

A. Any party to the arbitration may, within thirty (30) days from the date of receiving the final arbitral award, submit to the Arbitral Tribunal a request for an additional award regarding claims or counterclaims presented in the arbitration but not addressed in the final award, while sending a copy of the request to the Center and the other parties.

B. The other parties to the arbitration shall have the right to respond to the request for an additional or supplementary award within fifteen (15) days from the date of receiving the request.

C. The Arbitral Tribunal may grant the parties an opportunity to be heard.

D. If the Arbitral Tribunal deems the request justified, it shall issue an additional or supplementary award within sixty (60) days from receipt of the request, and such award shall form an integral part of the original final arbitral award.

E. The Arbitral Tribunal shall not charge any additional fees or expenses for issuing an additional or supplementary award.

Article (73)
Interpretation of the Final Arbitral Award

A. Any party to the arbitration may, within thirty (30) days from the date of receiving the final arbitral award, submit to the Arbitral Tribunal a request for interpretation of any ambiguity or obscurity in the dispositive portion of the final award.

B. The interpretation shall be made by the Presiding Arbitrator and shall be deemed complementary to the original final arbitral award.

C. The Arbitral Tribunal shall not charge any additional fees or expenses for issuing an interpretative award.

Article (74)
Correction of the Final Arbitral Award

A. The Arbitral Tribunal may, on its own initiative or upon the request of any party to the arbitration, or upon a request from the Center, correct any clerical, typographical, or computational errors or any other similar errors in the final arbitral award. The same procedures as those for a request for an additional or supplementary award shall apply.

B. The correction shall be made on the original final arbitral award and signed by the Presiding Arbitrator.

C. The Arbitral Tribunal shall not charge any additional fees or expenses for correcting the final arbitral award

.Chapter (7)
Final Provisions

Article (75)
Termination of Arbitration

A.The arbitration shall terminate upon the issuance of the final arbitral award by the Arbitral Tribunal.

B.The Arbitral Tribunal shall issue an order terminating the arbitration prior to the issuance of the final arbitral award in any of the following cases:

1.If the parties to the arbitration agree to terminate the arbitration proceedings in accordance with these Rules.

2.If the Claimant abandons the arbitration, unless the Tribunal, upon the Respondent's request, determines that the Respondent has a legitimate interest in continuing the proceedings until the dispute is resolved.

3.If the Arbitral Tribunal, for any other reason, determines that continuation of the arbitration is futile or impossible in the circumstances provided under Article (65) of these Rules.

C.The arbitration proceedings shall terminate upon a decision of the Board of Trustees in the case provided for under Article (66) of these Rules.

Article (76)
Waiver

If any party to the arbitration fails to comply with the provisions or requirements set forth in these Rules, or fails to adhere to any directions issued by the Arbitral Tribunal due to the other party's actions, that party must submit its objection within seven (7) days from the date it becomes aware, or is deemed to have become aware, of the non-compliant action. Otherwise, it shall be deemed to have permanently waived its right to object, and no subsequent objection shall be permitted.

Article (77)
Exclusion of Liability

A.The Center, the Board of Trustees, any of the Center's staff, or any member of the Arbitral Tribunal shall not bear any liability for any act, omission, or conduct toward any person or party in connection with any arbitration administered under these Rules.

B.No party may call upon any member of the Arbitral Tribunal, the Board of Trustees, or any of the Center's staff to act as a witness in any legal proceedings relating to an arbitration administered by the Center.

Article (78)
Confidentiality

A. Subject to the provisions of the law at the seat of arbitration, the Arbitral Tribunal and the parties to the arbitration must preserve the confidentiality of the arbitration proceedings, including all documents, records, written and oral submissions, awards, decisions, and orders issued therein, unless the parties have otherwise agreed in writing.

B. Disclosure shall not constitute a breach of confidentiality, as specified in paragraph (A) of this Article, if it is required by a legal obligation and only to the extent necessary to comply with that obligation, or for the purpose of protecting or pursuing a legal right, or to challenge or enforce an arbitral award pursuant to legal proceedings initiated and pursued in good faith before a court of the State or another judicial authority.

Article (79)
Retention of Documents

The Center shall retain all applications, documents, and records related to an arbitration administered by it for a period of five (5) years from the date of deposit of the final arbitral award, after which it may destroy them confidentially without notifying any of the parties.

Article (80)
Interpretation of the Rules and Procedures

In the event of any dispute regarding the interpretation of any provision of these Rules, the interpretation shall be made by the Board of Trustees within seven (7) days from the date of submission of the request, and such interpretation shall be binding upon the parties to the arbitration.