



**The Cairo Regional Centre for International
Commercial Arbitration (CRCICA)**

The Mediation and ADR Centre
(A branch of the Cairo Regional Centre for
International Commercial Arbitration)

**Established under the auspices of the
Asian African Legal Consultative Organization (AALCO)**

**Rules of
Settlement of Commercial and Investment Disputes**

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I – Objectives and Brief History of the Cairo Centre

The Cairo Regional Centre for International Commercial Arbitration (hereinafter the Cairo Centre or the Centre) is an independent non-profit international organization. Pursuant to the Headquarters Agreement, the Cairo Centre and its branches enjoy all the privileges and immunities of independent international organizations in Egypt.

The leading principle of the Cairo Centre aims at contributing to, and enriching the progress of the economic development scheme in both Asian and African Countries. In this regard, specialized services are being constantly and consistently provided to prevent or help settle trade and investment disputes, through fair operations of expeditious and economical procedures. This constitutes a wholly integral dispute-resolution mechanism which employs various effective processes of arbitration. It includes also Alternative Dispute Resolution techniques (ADR) such as conciliation, mediation and technical expertise.

A Brief History

The following are the most significant dates in the history of the CRCICA:

January 1978: The decision of the 19th Session of the Asian African Legal Consultative Committee (hereinafter the "Committee" or the 'AALCC')* to establish several arbitration centres within the Afro-Asian Area.

January 1979: The signing of an agreement between the Committee and the Egyptian Government for the establishment of the Cairo Centre for an experimental period of three years.

November 1983: The conclusion of an agreement between the Committee and the Egyptian Government for the permanent functioning of the Cairo Centre.

* Since June 24, 2001, the said Committee is called "the Asian African Legal Consultative Organization (AALCO)". The member States of the AALCO are as follows: Arab Republic of Egypt, Bahrain, Bangladesh, People's Republic of China, Cyprus, Gambia, Ghana, India, Indonesia, Islamic Republic of Iran, Iraq, Japan, Jordan, Kenya, Democratic People's Republic of Korea, Republic of Korea, Kuwait, Lebanon, Libya, Malaysia, Mauritius, Mongolia, Myanmar, Nepal, Nigeria, Oman, Pakistan, Palestine, The Philippines, State of Qatar, Saudi Arabia, Senegal, Sierra Leone, Singapore, Somali Democratic Republic, Sri Lanka, Sudan, Syria, Tanzania, Thailand, Turkey, Uganda, United Arab Emirates, Republic of Yemen. Associate member: Botswana. – Permanent Observers: Australia and New Zealand.

March 1986: The agreement between the Committee and the Egyptian Government to make temporary financial and administrative arrangements for the Cairo Centre.

December 1987: The issuance of the Headquarters Agreement between the Committee and the Egyptian Government which guarantees for the Cairo Centre all the privileges and immunities of independent international organizations in Egypt.

July 1990: The establishment of the Institute of Arbitration and Investment under the auspices of the Cairo Centre.

January 1991: The establishment of the Institute of Arab and African Arbitrators in Egypt under the auspices of the Cairo Centre.

October 1992: The inauguration of the Centre's Maritime Arbitration Branch in Alexandria.

February 1999: The establishment of the Cairo Branch of the Chartered Institute of Arbitrators of London under the auspices of the Cairo Centre.

June 2001: The inauguration of the Alexandria Centre for International Arbitration as a branch of the Cairo Centre.

August 2001: The establishment of the Mediation and ADR Centre as a branch of the Cairo Centre.

(For more information about the Centre and its activities, you are kindly invited to visit the Centre's website at: www.crcica.org.eg).

II - The Scope of Services Offered

The Scope of services offered by the Cairo Centre 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 the UNCITRAL Rules or any other rules agreed upon by the parties.
3. Provision of advice to parties to international commercial and investment contracts with regards to drafting these contracts and also in the field of dispute prevention activities.
4. The 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. The preparation of international arbitrators and legal scholars from the Afro-Asian region by organizing training programs and seminars through the Centre's Institute for Arbitration and Investment.
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 upon the request of the parties.
8. Rendering assistance for the enforcement of arbitral awards.
9. Conducting academic and practical researches and studies.
10. Developing a comprehensive library and data bank in Arabic, English and French addressing matters of trade, investment and commercial dispute resolution laws, rules and techniques. This service includes:
 - a) Compilation of trade and investment laws of the countries of the region.
 - b) Provision of information about economic development schemes in the region setting out the different investment opportunities available.
 - c) Conducting research of both academic and practical nature in the field of trade and investment laws, as well as deriving new and alternative means of dispute resolution.
 - d) Compiling a record of national and regional consultation firms of outstanding reputation in the field of trade, industry and investment.

**III – The Alexandria Centre for International
Maritime Arbitration (ACIMA)**
(A branch of the Cairo Regional Centre for International
Commercial Arbitration)

The Alexandria Centre for International Maritime Arbitration (ACIMA), a branch of the Cairo Regional Centre for International Commercial Arbitration, was founded in 1992 pursuant to a cooperation agreement between the Cairo Centre and the Arab Academy for Science, Technology and Maritime Transportation (an affiliate of the League of Arab States). ACIMA is meant to deal exclusively with maritime disputes. What adds to the significance of ACIMA is that it enjoys a geographically strategic status, as it is located at the core heart of Alexandria, one of the most significant ports on the Mediterranean.

The Board of Directors of ACIMA launched a move towards further promotion of maritime arbitration in the region by propagating and introducing the advantages of regional maritime arbitration, providing adequate academic basis in the field to eliminate what might still seem to some as 'obscurities of maritime arbitration', and establishing a maritime information resource centre to provide a sufficient and adequate theoretical background and to help conduct relevant researches.

**IV - The Alexandria Centre for
International Arbitration (ACIA)**
(A branch of the Cairo Regional Centre for
International Commercial Arbitration)

The Alexandria Centre for International Arbitration was established on June 2001 in cooperation with Alexandria Businessmen Association as a branch of the Cairo Regional Centre for International Commercial Arbitration to administer commercial arbitration and other peaceful non-binding means of avoiding and settling trade and investment disputes. In this respect, ACIA applies the UNCITRAL Rules as adopted by the Cairo Centre.

Moreover, the Centre has the activity of conducting seminars and training programs under the auspices of the Cairo Regional Centre for International Commercial Arbitration.

V - The Mediation and ADR Centre
(A branch of the Cairo Regional Centre for
International Commercial Arbitration)

The Mediation and ADR Centre was established on August 2001 as a branch of the Cairo Regional Centre for International Commercial Arbitration to administer mediation and other peaceful non-binding means of avoiding and settling trade and investment disputes.

Upon their request, the Centre provides the parties with legal advice and recommendations. A panel of legal experts and specialists shall assist the parties, according to the Centre's rules, to avoid potential disputes whether in the stage of concluding or performing the contract. Mediation is administered in accordance with the Rules of the Centre issued in 1990.

The Centre also administers conciliation under its auspices according to the Rules of Conciliation of 1980 issued by the United Nations Commission on International Trade Law (UNCITRAL).

The parties may amend these rules or agree on any other rules.

The Centre shall meet the requests of the arbitral tribunals and any other parties, to provide them with technical expertise in different fields. The Centre shall nominate specialized experts from the lists prepared for this purpose.

The Centre shall also meet the requests for administering Mini-Trials and Claim Review Board.

VI - Dispute Resolution Measures
Applied by the Cairo Arbitration Centre and its branches

1 - Arbitration

Arbitration under the auspices of the Centre is of a simplified and flexible nature, allowing for expeditious and inexpensive resolution of disputes.

The Cairo Centre's Rules of arbitration are the UNCITRAL Arbitration Rules of 1976 with minor modifications. The said rules allow a great deal of flexibility in the conduct of the

proceedings of the arbitration leaving a wide choice to the parties as to the selection of arbitrators, the place and the language of the arbitration as well as the applicable law.

Should the parties fail in nominating the sole arbitrator or the presiding arbitrator in the case of a three-member tribunal, the Centre makes the appointment provided that the parties have agreed upon no other appointing authority.

For this purpose, the Centre maintains a panel of international arbitrators. The panel contains the names of eminent jurists, judges and diplomats from which the parties may select the arbitrators.

Upon the parties' request, the Centre may render all necessary assistance for the enforcement of the arbitral award issued under its auspices.

Arbitration Procedures

1. A written request for arbitration supported with documents should be submitted to the Cairo Centre in five copies in case of a sole arbitrator, seven copies in case of a three-member tribunal, or nine copies in case of five-member tribunal. The request should comprise the following:
 - An original or a copy of the arbitration agreement designating the Cairo Centre as the competent arbitration forum.
 - An original or a copy of the contract, out of which or in relation to which the dispute arose.
 - Legal evidence and documents enhancing the request of arbitration.
 - Names, addresses, phone and fax numbers of the parties.
 - Nature of the dispute and the amount of claim(s).
 - The claimant's notice of arbitration.
 - The name of the claimant's nominated arbitrator, and his view with regard to the language and place of arbitration.
 - Simultaneous with the filing of the request of arbitration, the registration fee, administrative and arbitrator's fees are to be deposited, pursuant to the Rules (See the Centre's tables under the Cost of Arbitration Section). If the amount of the claim is not yet determined upon filing

- the request, registration shall be made after the deposit of registration fees. The administrative and arbitrators' fees shall be paid once the amount of the claim is determined.
2. The respondent is notified by a copy of the claimant's request for arbitration, and is asked to submit his reply along with relevant documents and a written nomination of his arbitrator and his preference as to the language and place of arbitration. The Centre then communicates this information to the claimant.
 3. The arbitral tribunal is formed in accordance with the Cairo Centre's Rules of Arbitration i.e. the UNCITRAL Rules, unless the parties choose otherwise.
 4. The Centre is responsible for communicating with the parties, the arbitrators and the experts. The Centre also provides suitable accommodation for the sessions of the arbitral tribunal, secretarial assistance and translation facilities if requested.
 5. After the commencement of the arbitration proceedings, the Centre takes heed as to procedures and time schedules and intervenes to prevent tardiness and ensure expedition.
 6. After due deliberation, an arbitral award is issued.
 7. The Centre provides any possible assistance with the enforcement of the award.

2 – Alternative Dispute Resolution Measures (The Mediation and ADR Centre)

The Mediation and ADR Centre was established on August 2001 as a branch of the Cairo Regional Centre for International Commercial Arbitration to administer mediation and other peaceful non-binding means of avoiding and settling trade and investment disputes such as Mediation, Conciliation, Technical Expertise, Mini Trials, and Claim Review Board.

Mediation

The Cairo Centre's Rules of Mediation were issued on March 1990. Upon the parties' request, disputes may be settled by resorting to the Cairo Centre's Rules for Mediation (See the Centre's Mediation Rules hereinafter).

Mediation is a facultative process in which disputing parties seek the assistance of a neutral third party who acts as a

mediator to settle their dispute. The mediator has no authority to make any binding decisions. He would count on some procedures, techniques and personal skills to help the parties negotiate a settlement.

Conciliation

1. The Cairo Centre adopted the UNCITRAL Conciliation Rules of 1980.
2. In accordance with these Rules, the Centre offers diverse services for the settlement of disputes through conciliation, in order to save the parties' time and efforts.
3. Should the parties fail in nominating the conciliators, appointment may be made by the Centre upon agreement of the parties and in accordance with its Rules.
4. The Centre takes all necessary measures to ensure the parties' adhesion to the settlement reached through conciliation.
5. Upon the parties' request, the Centre may intervene to reach an amicable settlement of the dispute even after resorting to arbitration but before the issuance of the award. Should the efforts of the Centre culminate in an acceptable settlement to the parties, the arbitration tribunal either suspends the arbitration proceedings or issues the said settlement in the form of an arbitral award. Failure to reach a settlement, the arbitration proceeding shall resume.

Technical Expertise

1. The Cairo Centre's Rules of Technical Expertise were issued on March 1990.
2. Pending the parties' approval, disputes may be settled by resorting to technical expertise thus saving time, efforts and expenses (See the Centre's Technical Expertise Rules hereinafter).
3. Should technical expertise fail in providing an acceptable settlement, the parties retain the right to resort to the Cairo Centre's Arbitration and Conciliation Rules.

Mini Trials

Due to the increasing complexity of international business transactions and the inevitable disputes which follow, and in order to save the parties' time and effort, The American

Arbitration Association and later the Zurich Chamber of Commerce developed the method of Mini Trials to settle disputes between parties.

The objectives of the Mini Trial method are to rapidly and informally settle the disputes at minimal cost to the parties.

This procedure requires the parties to submit their dispute to a panel consisting of a neutral umpire and two associate members. The associate members are chosen from among the senior corporate officers of each party to the dispute. These associates are expected to be intimately familiar with the details of the dispute. The two associate members choose the neutral umpire. If they are unable to do so, a sanctioning body, such as the Cairo Centre, may appoint the umpire. The panel is responsible for presenting a settlement proposal to the parties. If the entire panel is unable to agree on a proposal, the umpire will present his own.

Although the parties are not obliged to accept the proposal, they waive their right to continue or institute judicial or arbitration proceedings during the progress of the mini trial.

Moreover, the parties have no right to use any information or evidences reached for during the mini trial in any subsequent judicial or arbitration proceedings.

The Claim Review Board (CRB)

This method was added to the ADR techniques in construction contracts. It is a three-member committee formed at the commencement of a construction project, one member is appointed by the employer, another by the contractor and the two appointed members select the third.

Each member of the board is provided by a complete set of contract documents, together with any critical path schedules and network diagrams, minutes of meetings and other documents such as progress reports. Recommendations issued by the Board are not binding to the parties.

This technique is characterized by the fact that it allows viewing any problem while rising, it allows the parties to efficiently resolve any problem according to the recommendation issued by the Board. The CRB technique proved to be very efficient due to the familiarity of its members with the details of the contractual relations and accordingly their ability to analyze the claims and avoid potential disputes.

VII - 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 choices of their arbitrators or experts according to the nature of the dispute.

VIII - Arbitration Rules of the Cairo Regional Centre for International Commercial Arbitration

Forward

The Cairo Centre applies the Arbitration Rules of the United Nations Commission on International Trade Law, approved by the General Assembly of the United Nations by resolution No. 31/98 on December 15, 1976. The Cairo Centre adopted these Rules with minor amendments to suit the institutional arbitration and to satisfy the needs of disputants¹.

In fact, after putting arbitration and other Alternative Dispute Resolution (ADR) techniques in actual practice in the years following the Centre's inception, the need pressed for improving the Rules of the Centre. This need arose in view of the new developments of improving the laws of different states. Moreover, the world wide acceptance of arbitration as a popular and normal means getting more momentum in settling international commercial disputes and the rapid globalization of the world economy were important elements that pressed for adaptation of the Rules to the changing economic relations. Also, the removal of many old and traditional barriers that were set up by national systems in international trade resulted in the substantial increase and complexity of commercial disputes that required new amendments in the institutional rules.

Hence, new amendments were included in the UNCITRAL Rules applied by the Centre to guarantee rapidity, flexibility, neutrality and efficacy.

Following are the Rules of Arbitration of the Cairo Centre.

¹ These amendments were made in 1998 and 2000. They became effective as of January 1st, 1998 and October 1st, 2000 respectively.

Section I - Introductory Rules

SCOPE OF APPLICATION

Article 1

1. Where the parties to a contract have agreed in writing¹ that disputes in relation to that contract shall be referred to arbitration under the Arbitration Rules of the Cairo Regional Centre for International Commercial Arbitration, then such disputes shall be settled in accordance with these Rules subject to such modifications as the parties may agree in writing.²

2. 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.

NOTICE, CALCULATION OF PERIODS OF TIME

Article 2

1. For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.

2. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a

¹ Model Arbitration Clause: (UNCITRAL Model Arbitration Clause)

"Any dispute, controversy or claim arising out of or relating to this contract, or the breach, 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 may wish to consider adding:

(a) The appointing authority shall be ... (Name of institution or person);

(b) The number of arbitrators shall be ... (One or three);

(c) The place of arbitration shall be... (Town or country);

(d) The language(s) to be used in the arbitral proceedings shall be...

(e) The number and the means of appointing the arbitrators in case of multi-party arbitration..., In the absence of any agreement between the parties, the Rules of Arbitration of the Cairo Centre shall apply, and the Centre will appoint all arbitrators and assign one of them to act as chairman according to article (8 bis).

² In case the parties do not agree in writing on any modification, the Rules of Arbitration of the Cairo Centre shall apply.

non-business day at the residence or place of residence 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.

NOTICE OF ARBITRATION

Article 3

1. The party initiating recourse to arbitration (hereinafter called the 'claimant') shall give to the other party (hereinafter the 'respondent') a notice of arbitration.
2. Arbitral proceedings shall be deemed to commence on the date on which the respondent receives the notice of arbitration.
3. The notice of arbitration shall include the following:
 - a. A demand that the dispute be referred to arbitration;
 - b. The names and addresses of the parties;
 - c. A reference to the arbitration clause or the separate arbitration agreement that is invoked;
 - d. A reference to the contract out of or in relation to which the dispute arises;
 - e. The general nature 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 (i.e. one or three), if the parties have not previously agreed thereon.
- 4 - The notice of arbitration may also include:
 - a. The proposals for the appointments of a sole arbitrator and an appointing authority referred to in article (6), paragraph 1;
 - b. The notification of the appointment of an arbitrator referred to in article (7);
 - c. The statement of claim referred to in article (18).
- 5 - The respondent communicates his preliminary reply in writing to the notice of arbitration within thirty days of receiving the notice of arbitration including what he might have as a preliminary defence with reference and copies of the documents that may support his views. His reply shall also include the name of the arbitrator he has nominated according to article (7).

REPRESENTATION AND ASSISTANCE

Article 4

The parties may be represented or assisted by persons of their choice. The names and addresses of such persons must be communicated in writing to the other party; such communication must specify whether the appointment is being made for purposes of representation or assistance.

Section II - Composition of the Arbitral Tribunal

NUMBER OF ARBITRATORS

Article 5

If the parties have not previously agreed on the number of arbitrators (i.e. one or three), and if within fifteen 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.

APPOINTMENT OF ARBITRATORS (ARTICLES 6 TO 8)

Article 6

1. If a sole arbitrator is to be appointed, either party may propose to the other:
 - a) The names of one or more persons, one of whom would serve as the sole arbitrator; and
 - b) If no appointing authority has been agreed upon by the parties, the name or names of one or more institutions or persons, one of whom would serve as appointing authority.
 2. If within thirty days after receipt by a party of a proposal made in accordance with paragraph 1 the parties have not agreed on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the appointing authority agreed upon by the parties. If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within thirty days of the receipt of a party's request thereof, either party may request the Centre to make such appointment. The Centre may make such appointment according to the procedures outlined below in paragraph 3 of this article, or designate the appointing authority.
- The said period may be extended if compelling circumstances prevent from making this appointment in due time.

3. The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible. In making the appointment the appointing authority shall use the following list-procedure, unless both parties agree that the list-procedure should not be used or unless the appointing authority determines in its discretion that the use of the list-procedure is not appropriate for the case:

- a) At the request of one of the parties the appointing authority shall communicate to both parties an identical list containing at least three names;
- b) Within fifteen days after the receipt of the list, each party may return the list to the appointing authority after having deleted the name or names to which he objects and numbered the remaining names on the list in the order of his preference;
- c) After the expiration of the above period of time, the appointing authority 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;
- d) If for any reason the appointment cannot be made according to the procedure, the appointing authority may exercise its discretion in appointing the sole arbitrator.

4. In making the appointment, the appointing authority shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account as well the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.

Article 7

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed should choose the third arbitrator who will act as the presiding arbitrator of the tribunal.

2. If within thirty 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 he has appointed:

- a) The first party may request the appointing authority previously designated by the parties to appoint the second arbitrator; or
- b) If no such authority has been previously designated by the parties, or if the appointing authority previously designated refuses to act or fails to appoint the arbitrator within thirty days

after the receipt of a party's request thereof, the first party may request the Director of the Centre to make such appointment. The Centre may make such appointment according to the procedures outlined in article (6/3), or designate the appointing authority. The first party may then request the appointing authority so designated to appoint the second arbitrator. In either case, the appointing authority may exercise its discretion in appointing the arbitrator.

3. If within thirty days after the appointment of the second arbitrator, the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by an appointing authority in the same way as a sole arbitrator would be appointed under article (6).

Article 8

1. When an appointing authority is requested to appoint an arbitrator pursuant to article (6) or article (7), the party which makes the request shall send to the appointing authority a copy of the notice of arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract. The appointing authority may require from either party such information, as it deems necessary to fulfill its function.

2. Where the names of one or more persons are proposed for appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications.

Article 8 (bis)

In multi-party arbitration and where there are two or more claimants or two or more respondents, the parties may agree on the number and the means of appointing the arbitrators. If this agreement is not realized within forty-five days from the date of notifying them by the arbitration request, the Centre shall appoint all the arbitrators upon the request of any of the parties. In this case the Centre shall also designate one of the appointed arbitrators to act as chairman.

Article 8 (bis 1)

Ex parte communications with any arbitrator or with any candidate for appointment as party appointed arbitrator shall be limited to the general nature of the dispute, the anticipated proceedings, the candidate's qualifications, availability, independence and the suitability of candidates for selection as

presiding arbitrator if parties are authorized to participate in his selection.

CHALLENGE OF ARBITRATORS (ARTICLES 9 TO 12)

Article 9

A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, once appointed or chosen, shall disclose such circumstances to the parties unless they have already been informed by him of these circumstances.

Article 10

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 him only for reasons of which he becomes aware after the appointment has been made.

Article 11

1. A party who intends to challenge an arbitrator shall send notice of his challenge within fifteen days after the appointment of the challenged arbitrator has been notified to the challenging party or within fifteen days after the circumstances mentioned in article 9 and 10 became known to that party.
2. The challenge shall be notified to the other party, to the arbitrator who is challenged and to the other members of the arbitral tribunal. The notification shall be in writing and shall state the reasons for the challenge.
3. When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge. In both cases the procedure provided in article (6) or (7) shall be used in full for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a party had failed to exercise his right to appoint or to participate in the appointment.

Article 12

1. If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made:

- a) When the initial appointment was made by an appointing authority, by that authority;
- b) When the initial appointment was not made by an appointing authority, but an appointing authority has been previously designated, by that authority;
- c) In all other cases, by the appointing authority to be designated in accordance with the procedure for designating an appointing authority as provided for in article (6).

2. If the appointing authority sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in articles (6) to (9) except that, when this procedure would call for the designation of an appointing authority, the appointment of the arbitrator shall be made by the appointing authority which decided on the challenge.

REPLACEMENT OF AN ARBITRATOR

Article 13

1. In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in article (6) to (9) that was applicable to the appointment or choice of the arbitrator being replaced.

2. In the event that an arbitrator fails to act or in the event of the *de jure* or *de facto* impossibility of his performing his functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in the preceding articles shall apply.

REPETITION OF HEARINGS IN THE EVENT OF THE REPLACEMENT OF AN ARBITRATOR

Article 14

If under articles (11) to (13) the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the arbitral tribunal.

Section III - Arbitral proceedings

GENERAL PROVISIONS

Article 15

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 any stage of the proceedings each party is given a full opportunity of presenting his case.
The arbitral tribunal may request the Centre to prepare with the parties a draft of terms of reference including all the necessary details for its consideration. It may also conduct a preliminary meeting for signing the terms of reference and to organize and schedule the subsequent proceedings with a view of expediting the resolution of the dispute.
2. If either party so requests at any stage of the proceedings, 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.
3. All documents or information supplied to the arbitral tribunal by one party shall at the same time be communicated by that party to the other party.

PLACE OF ARBITRATION

Article 16

1. Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the arbitral tribunal, having regard to the circumstances of the arbitration.
2. The arbitral tribunal may determine the locale of the arbitration within the country agreed upon by the parties. It may hear witnesses and hold meetings for consultation among its members at any place it deems appropriate, having regard to the circumstances of the arbitration.
3. The arbitral tribunal may meet at any place it deems appropriate for the inspection of goods, other property or documents. The parties shall be given sufficient notice to enable them to be present at such inspection.
4. The award shall be made at the place of arbitration.

LANGUAGE

Article 17

1. Subject to an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the statement of claim, the statement of defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.

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.

STATEMENT OF CLAIM

Article 18

1. Unless the statement of claim was contained in the notice of arbitration, within a period of time to be determined by the arbitral tribunal, the claimant shall communicate his statement of claim in writing to the respondent and to each of the arbitrators. A copy of the contract, and of the arbitration agreement if not contained in the contract, shall be annexed thereto.

2. The statement of claim shall include the following particulars:

- a) The names and addresses of the parties;
- b) A statement of the facts supporting the claim;
- c) The points at issue.
- d) The relief or remedy sought.

The claimant may annex to his statement of claim all documents he deems relevant or may add a reference to the documents or other evidence he will submit.

STATEMENT OF DEFENCE

Article 19

1. Within a period of time to be determined by the arbitral tribunal, the respondent shall communicate his statement of

defence in writing to the claimant and to each of the arbitrators.

2. The statement of defence shall reply to the particulars (b), (c) and (d) of the statement of claim (article 18, para. 2). The respondent may annex to his statement the documents on which he relies for his defence or may add a reference to the documents or other evidence he will submit.

3. In his statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counter-claim arising out of the same contract or rely on a claim arising out of the same contract for the purpose of a set-off.

4. The provisions of article (18), paragraph 2, shall apply to a counter-claim and a claim relied on for the purpose of a set-off.

AMENDMENTS TO THE CLAIM OR DEFENCE

Article 20

During the course of the arbitral proceedings either party may amend or supplement his claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendments having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim may not be amended in such a manner that the amended claim falls outside the scope of the arbitration clause or separate arbitration agreement.

PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

Article 21

1. The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction, including any objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement.

2. The arbitral tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part. For the purposes of article 21, an arbitration clause which forms part of a contract and which provides for arbitration under these Rules 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 and

void shall not entail *ipso jure* the invalidity of the arbitration clause.

3. A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than in the statement of defence or, with respect to a counter-claim, in the reply to the counter-claim.

4. In general, the arbitral tribunal should rule on a plea concerning its jurisdiction as a preliminary question. However, the arbitral tribunal may proceed with the arbitration and rule on such a plea in their final award.

FURTHER WRITTEN STATEMENTS

Article 22

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.

PERIODS OF TIME

Article 23

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 forty-five days. However, the arbitral tribunal may extend the time limit if it concludes that an extension is justified.

EVIDENCE AND HEARINGS (ARTICLES 24 AND 25)

Article 24

1. Each party shall have the burden of proving the facts relied on to support his claim or defence.

2. The arbitral tribunal may, if it considers it appropriate, require a party to deliver to the tribunal and to the other party, within such a period of time as the arbitral tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts in issue set out in his statement of claim or statement of defence.

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 tribunal shall determine.

Article 25

1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.
2. If witnesses are to be heard, at least fifteen days before the hearing, each party shall communicate to the arbitral tribunal and to the other party the names and addresses of the witnesses he intends to present, the subject upon and the languages in which such witnesses will give their testimony.
3. The arbitral tribunal shall make arrangements for the translation of oral statement made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case, or if the parties have agreed thereto and have communicated such agreement to the tribunal at least fifteen days before the hearing.
4. Hearings shall be held *in camera* unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses during the testimony of other witnesses. The arbitral tribunal is free to determine the manner in which witnesses are examined.
5. Evidence of witnesses may also be presented in the form of written statements signed by them.
6. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

INTERIM MEASURES OF PROTECTION

Article 26

1. At the request of either party, the arbitral tribunal may take any interim measures it deems necessary in respect of the subject matter of the dispute, including measures for the conservation of the goods forming the subject matter in dispute, such as ordering their deposit with a third person or the sale of perishable goods.
2. Such interim measures may be established in the form of an interim award. The arbitral tribunal shall be entitled to require security for the costs of such measures.
3. 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.

EXPERTS

Article 27

1. The arbitral tribunal may appoint one or more 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 parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he 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.
3. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties who 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 report.
4. At the request of either 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, either party may present expert witnesses in order to testify on the points at issue. The provisions of article (25) shall be applicable to such proceedings.

DEFAULT

Article 28

1. If, within the period of time fixed by the arbitral tribunal, the claimant has failed to communicate his statement of claim without showing sufficient cause for such failure, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings. If, within the period of time fixed by the arbitral tribunal, the respondent has failed to communicate his statement of defence without showing sufficient cause for such failure, the arbitral tribunal shall order that the proceedings continue.
2. If one of the parties, 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 one of the parties, duly invited to produce documentary 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.

CLOSURE OF HEARINGS

Article 29

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 motion or upon application of a party, to reopen the hearings at any time before the award is made.

WAIVER OF RULES

Article 30

A party, who knows that any provision of, or requirement under, these Rules has not been complied with and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.

Section IV. The Award

DECISIONS

Article 31

1. When there are three arbitrators, any order 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 on his own, subject to revision, if any, by the arbitral tribunal.

FORM AND EFFECT OF THE AWARD

Article 32

1. In addition to making a final award, the arbitral tribunal shall be entitled to make interim, interlocutory, or partial awards.
2. The award shall be made in writing and shall be final and binding to the parties. The parties undertake to carry out the award 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 and the place where the award was made. Where there are three arbitrators and one of them fails to sign, the award shall state the reason for the absence of the signature.
5. The award may be made public only with the consent of both parties.
6. Copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal.
7. If the arbitration law of the country where the award is made requires that the award be deposited or registered by the arbitral tribunal, the tribunal shall comply with this requirement within the period of time required by law.

APPLICABLE LAW, AMIABLE COMPOSITEUR

Article 33

1. The arbitral tribunal shall apply the 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 determined by the conflict of laws rules, which it considers applicable.
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 and if the law applicable to the arbitral procedure permits such arbitration.
3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

Article 34

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 both 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.

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 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 a party raises justifiable grounds for objection.

3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties. Where an arbitral award on agreed terms is made, the provisions of article (32), paragraphs 2 and 4 to 7, shall apply.

INTERPRETATION OF THE AWARD

Article 35

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal give an interpretation of the award.

2. The interpretation shall be given in writing within forty-five days after the receipt of the request. The interpretation shall form part of the award and the provisions of article (32), paragraphs 2 to 7, shall apply.

CORRECTION OF THE AWARD

Article 36

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may within thirty days after the communication of the award make such corrections on its own initiative.

2. Such corrections shall be in writing, and the provisions of article (32), paragraphs 2 to 7 shall apply.

ADDITIONAL AWARD

Article 37

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.

2. If the arbitral tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within sixty days after the receipt of the request.

3. When an additional award is made, the provisions of article (32), paragraphs 2 to 7, shall apply.

CONFIDENTIALITY

Article 37 (*bis*)

1. Unless the parties expressly agree in writing to the contrary, the parties shall keep confidential all awards in their arbitration, together with all materials and all other documents, expert reports, witnesses testimonies in the proceedings and all other procedures produced in the arbitration proceedings.

2. The deliberations of the arbitral tribunal are likewise confidential to its members, except what is permitted by the applicable law or rules for the dissenting arbitrator.

3. The Centre undertakes not to publish any decision or arbitral award or any part of an award that may refer to the identity of any of the parties without the prior written consent of all parties.

EXCLUSION OF LIABILITY

Article 37 (*bis* 1)

Neither the arbitrators, nor the Centre and its members of the board nor its staff shall be liable to any person for act or omission in connection with any means of settling disputes or its procedures.

COSTS (ARTICLES 38 AND 39)

Article 38

a. For the purpose of these Rules, the term "costs" as specified in article (38) of the UNCITRAL Arbitration Rules shall also include the expenses reasonably incurred by the Centre in connection with the arbitration as well as its administrative fees in accordance with the table No. (1) regarding the administrative fees.

b. The facilities provided by the Centre may be charged for on the basis of comparable cost.

c. The administrative fees of the Centre shall be estimated by the Director of the Centre according to table No. (1) regarding the administrative fees.

d. In some cases due to the complexity of the dispute, the length of hearing and/or the seniority of the arbitrators, the Director of the Centre may undertake consultation with the arbitrators and the parties to adjust the bases of the assessment of fees and expenses.

e. If the parties have designated an appointing authority other than the Centre, the fees and expenses of the appointing authority shall be estimated by the Director of the Centre in consultation with the appointing authority.

f. The travel and accommodation expenses of the hearings attended by international arbitrators shall be fixed separately according to the prevailing prices at the time.

g. The expenses of expertise and translation requested by either party or the arbitral tribunal shall be fixed separately according to its actual prices, and shall be paid according to the decision of the arbitral tribunal after deliberation with the Director of the Centre.

Article 39

In lieu of the provisions of article (41) of the UNCITRAL Arbitration Rules, the following provisions shall apply:

a. The Director of the Centre shall prepare an estimate of the costs of arbitration and may request the parties to deposit equal advance payments.

b. During the course of arbitral proceedings, the Director of the Centre may request supplementary deposits from the parties.

c. If the required deposits are not paid in full within fifteen days after the receipt of the request, the Director of the Centre shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal, after consultation with the Director of the Centre, may order the suspension or termination of the arbitral proceedings.

d. The Director of the Centre may redirect supplementary funds towards coverage of the costs of arbitration.

e. After the award has been made, the Director of the Centre shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

Section V – Costs of Arbitration

Article 40

1 - Registration Fees

An amount of US\$ 500.00 as registration fees for the international cases shall be paid by **each** of the two parties to the Cairo Regional Centre for International Commercial Arbitration upon submission of the arbitration request. The said amount shall be paid in cash or by a certified check in the name of the Centre and delivered to its address situated at 1, Al-Saleh Ayoub st., Zamalek, Cairo, Egypt.

As for the domestic cases, the registration fees shall be US\$ 250.00 (or equivalent in Egyptian Pounds) to be paid by **each** of the two parties to the Cairo Regional Centre for International Commercial Arbitration upon submission of the arbitration request. The said amount shall be paid in cash or by a certified check in the name of the Centre and delivered to its address situated at 1, Al-Saleh Ayoub st., Zamalek, Cairo, Egypt.

2 - Administrative Fees

The administrative fees are determined as a percentage of the subject matter. The percentages applied to each successive slice of the sum under dispute are to be accumulated. The arbitration costs are to be paid to the Cairo Centre in American Dollars after being calculated according to the values listed in table (1).

TABLE (1) ADMINISTRATIVE FEES

Sum of Dispute (In American Dollar)	Percentage	Remarks
Up to \$ 100000	2%	With a minimum of \$ 3000 and a maximum of \$ 25000 for each case.
100001 - 500000	00.50%	
500001 - 1000000	00.40%	
1000001 - 2000000	00.20%	
2000001 - 5000000	00.15%	
More than 5000000	00.10%	

3 - Arbitrators' Fees

The arbitrators' fees are also determined as a percentage value of the sum under dispute. The percentages applied to each successive slice of the subject matter are to be accumulated. The deposit is to be paid to the Cairo Centre in American Dollars after being calculated according to the amount shown in table (2).

TABLE (2) ARBITRATORS' FEES

Sum in Dispute (In U.S. Dollars)	Percentage	Remarks
Up to \$ 100000	2%	With the minimum of \$ 5000 and a maximum of \$ 30000 for a sole arbitrator or each member of the arbitral tribunal.
100001 - 500000	1%	
500001 - 1000000	00.50%	
1000001 - 2000000	00.40%	
2000001 - 5000000	00.10%	
More than 5000000	00.10%	

DEPOSIT OF COSTS

1. The Director of the Centre and the arbitral tribunal after its composition may request each party to deposit an equal amount as an advance for the costs including the arbitrators' fees according to the Centre's tables.
2. During the course of the arbitral proceedings, the arbitral tribunal or the Director of the Centre may request supplementary deposits from the parties.
3. If the required deposits are not paid in full within fifteen days after the receipt of the request, the Director of the Centre or the arbitral tribunal shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the Director of the Centre may suspend or terminate the proceedings if the arbitral tribunal has not yet been completely composed, or if it has not commenced the proceedings, otherwise the Director of the Centre may request the arbitral tribunal to make such suspension or termination of the proceedings.

Article 40 (*bis*)

1. The minimum of the administrative fees in domestic cases shall be US\$ 1500.00, and the maximum shall be US\$ 10000.00 or equivalent in local currency.
 2. The minimum of the fees of each arbitrator in domestic cases shall be US\$ 3000.00, and the maximum shall be US\$ 25000.00 or equivalent in local currency.
 3. The above mentioned rules shall not be applied on domestic cases in which the value of the case ranges between LE 10000.00 and LE 300000.00, provided that the arbitral tribunal is formed of a sole arbitrator, whether appointed by the parties or designated by the Centre.
- The arbitration fees of these disputes shall be calculated according the following slices:

Administrative Fees

Dispute Value	Percentage
Less than LE 100000	4 %
100000 – 300000	2 %

Arbitrators' Fees

Dispute Value	Percentage
Less than LE 100000	6 %
100000 – 300000	3 %

4. In some cases, the Director of the Centre decides the arbitrators' fees taking into consideration the complexity of the dispute, the length of the hearings and/or the seniority of the arbitrators.

5. If three arbitrators are appointed, in such cases the arbitrators' fees shall be determined solely in each case by a decision of the Director of the Centre taking into consideration the above mentioned factors and the minimum and maximum amounts of the arbitrators fees in domestic cases.

6. In all cases, the final administrative and arbitrators fees shall be defined in the first session after ultimate determination of claims, without prejudice to paragraph (4) of this article, and rule (1) of the following general rules in case unexpected complexity or length of the hearings occur during the proceedings.

General Rules

1. The abovementioned rules regarding the estimation of administrative and arbitrators' fees shall be applied according to the dispute value without affecting the Centre's right to request from the parties additional fees or expenses due to the complexity of the dispute, the length of hearing, and/or the seniority and experience of the arbitrators.

The Director of the Centre may undertake consultations with the arbitrators and the parties to adjust the basis of the assessment of fees and expenses according to article (38) of the Rules of the Centre.

2. Each of the parties shall deposit at the Centre the determined fees and expenses before the commencement of the arbitration proceedings.

Unless otherwise agreed upon by the disputants, the determined fees and expenses shall be equally borne by them, until the arbitral tribunal decides which party shall bear the fees and expenses.

3. Within the limits of the deposited sums, the Centre shall cover the administrative fees and expenses necessary to guarantee the right conduct of the arbitration proceedings, excluding the expenses or fees required for technical expertise or translation of documents presented to the arbitral tribunal which shall be estimated according to the Rules of the Centre and paid by the parties.

IX - Code of Ethics of the Cairo Centre

Article 1

Parties to arbitration may not be contacted in order to solicit appointment or choice as an arbitrator.

Article 2

The appointment or choice of an arbitrator should only be accepted if ability and competence for carrying out the designated duty is assured without bias and with the ability to give the necessary time and attention.

Article 3

A prospective arbitrator should disclose to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

An arbitrator, as soon as appointed, shall disclose such circumstances to the parties unless they have already been informed by him of these circumstances. He should in particular disclose the following:

- a. Business and social relationships, whether direct or indirect, previous or present, with any of the parties of the arbitration, the witnesses, or the other arbitrators.
- b. Family and marriage relationships with any of the parties, witnesses or the other arbitrators.
- c. Previous connections with the subject of the arbitration.

This obligation shall continue as regards all such circumstances that appear after the initial proceeding of the arbitration.

Article 4

The arbitrator should maintain the necessary conditions for a just resolution of the arbitration without bias, influences by outside pressure, fear of criticism or self-interest.

The arbitrator should also devote the time and attention necessary for a speedy resolution of the arbitration taking into consideration all the circumstances of the case.

Article 5

The arbitrator should avoid unilateral communication with any party regarding the arbitration. If any such communication is made, the arbitrator shall inform the other parties and arbitrators of its substance.

Article 6

Arbitrators may not accept gifts or privileges whether directly or indirectly from any of the parties to the arbitration. This shall apply to gifts and privileges subsequent to resolution of the arbitration as long as they are linked with the arbitration.

Article 7

The arbitrator may not use confidential information acquired during the arbitration proceedings to gain personal advantages for him or others or to affect adversely the interest of others.

Article 8

The arbitrator should be bound by utter confidentiality in all matters relating to the arbitration proceedings, including the deliberations and the arbitration award.

X - The Mediation and ADR Centre
(A branch of the Cairo Regional Centre for
International Commercial Arbitration)

**Rules of Mediation, Conciliation, Technical Expertise,
Mini Trials and Claims Review Board**

The Mediation and ADR Centre was established as a branch of the Cairo Regional Centre for International Commercial Arbitration to administer mediation and other peaceful non-binding means of avoiding and settling trade and investment disputes.

Upon their request, the Centre shall provide the parties with legal advice and recommendations. A panel of legal experts and specialists shall assist the parties, according to the Centre's rules, to avoid potential disputes whether in the stage of concluding or performing the contract.

Mediation shall be administered in accordance with the Rules of the Centre issued in 1990.

The Centre shall also administer conciliation under its auspices according to the Rules of Conciliation issued in 1980 by the United Nations Commission on International Trade Law (UNCITRAL).

The parties may amend these rules or agree on any other rules.

The Centre shall meet the requests of the arbitral tribunals and any other parties, to provide them with technical expertise in different fields. The Centre shall nominate specialized experts from the lists prepared for this purpose.

The Centre shall also meet the requests for administering Mini-Trials and Claim Review Board.

1 – General Rules

Article 1

The following rules are applicable on all the ADR Techniques applied by the Centre.

Article 2

Parties can agree on amending any of the rules of any of ADR Techniques applied by the Centre.

Article 3

Any party may not submit to any State court or arbitration any documents, statements or communication which is submitted by any other party or by the neutral in the ADR proceedings, unless he can produce it independently from any source other than the ADR proceedings concluded according to the Centre's Rules.

Without prejudice to the right of the parties requesting a technical report from an expert to introduce it to the court or to an arbitral tribunal, any party may not submit to any court or in any arbitration any proposals or views that were submitted by another party or by the neutral during the proceedings of any other ADR techniques of the Centre.

Article 4

The settlement reached between the parties through the neutral(s) and signed by them shall be binding to the parties as any contract concluded between them.

Article 5

Neither the neutral(s) nor the Centre and its employees shall be liable to any person for any act or omission in connection with the ADR proceedings.

Article 6

The parties may refer to these rules in their contracts and may provide that "Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by mediation in accordance with the Rules of Mediation or of any of the ADR Techniques applied by the Mediation and ADR Centre (a branch the Cairo Regional Centre for International Commercial Arbitration). The Centre shall be the appointing authority unless the parties made the appointment themselves or in case the appointing authority refused or failed to act.

Note: Parties may wish to consider adding:

(a) The number of neutrals shall be (one or three); (b) The place of the proceedings shall be (town or country).

The applicant shall provide the Centre with the following: 1) The names of the disputed parties. 2) The Addresses, phone and fax numbers and emails of the parties and their lawyers if any. 3) The nature and value of the dispute. 4) The neutral qualifications 5) The place of the proceedings. (6) The language of the proceedings. 7) Parties may wish to consider adding: "in case of failure of ADR techniques to settle the dispute, any party may apply for arbitration according to the Rules of Arbitration of the Cairo Regional Centre for International Commercial Arbitration".

2 - The Rules of Mediation

Article 1

Where parties to a contract have agreed in writing to seek an amicable settlement of disputes arising out of or relating to their contract by mediation in accordance with the Rules of Mediation of the Mediation and ADR Centre (A branch of the Cairo Regional Centre for International Commercial Arbitration),

then such mediation shall take place in accordance with such rules.

Unless the parties have agreed otherwise, the rules applicable to the mediation shall be those in force at the time of commencement of the mediation. The submission of the parties to mediation according to the Mediation Rules of the Centre implies their acceptance of the rights and obligations contained therein.

Article 2

The party initiating mediation shall provide the Centre with a request for mediation briefly identifying the subject and value of the dispute along with a copy of the agreement entered into by the parties for mediation indicating their names, addresses, phone numbers, fax numbers, emails if any, in addition to the amount of US\$ 500.00 in international cases and US\$ 250.00 or equivalent in Egyptian Pounds in domestic cases, being the administrative and registration fees, to be paid by each of the two parties in cash or by a certified check in the name of the Centre and delivered to its address situated at 1, Al-Saleh Ayoub st., Zamalek, Cairo, Egypt.

Where there is no submission to mediation or contract providing for mediation, a party may request the Centre to invite the other party to join in a submission to mediation.

The initiating party shall simultaneously file five copies of the request with the Centre.

The Centre shall send a copy of the mediation request as soon as possible to the other party or parties.

Mediation proceedings shall commence when the other party accepts in writing the invitation to mediate.

If the other party rejects the mediation request or if the Centre does not receive a reply within 15 days from the date on which the other party receives the said request or within such other period of time as specified therein, the Centre shall inform the party initiating the mediation of such a result.

Article 3

The Director of the Centre shall appoint one mediator or more if the parties fail to reach an agreement on the name or names of mediator(s).

Pursuant to these rules, where the Centre is to recommend or appoint mediators, the names of the recommended or

appointed mediators shall be drawn from the panel maintained by the Centre for that purpose.
The selected mediator shall be appointed unless rejected by either party for objective reasons.

Article 4

The selected or appointed mediator should satisfy the Rules of the Code of Ethics of Arbitrators issued by the Centre.

Consequently, no person shall serve as a mediator in any dispute in which he has any financial or personal interests in the outcome of the mediation, unless otherwise agreed upon in writing by the parties.

Prior to accepting an appointment, the potential mediator shall disclose any circumstances likely to create a presumption of bias. Upon receipt of such information, the Centre shall replace the mediator unless the parties accept his appointment.

Article 5

If any mediator dies or proves unwilling or unable to serve, another mediator is to be appointed according to the same rules applied in appointing the withdrawing mediator.

Article 6

The parties may be represented by themselves, or by persons of their own choice. The names and addresses of such persons shall be communicated in writing to all parties and to the Centre.

Article 7

The mediator shall fix the date, time and location of each of the mediation sessions. The mediation shall be held at the Centre or at any other convenient location agreeable to the mediator and to the parties.

Article 8

Upon the request of the mediator or of either party, the Director of the Centre shall provide or arrange for administrative assistance or facilities in order to facilitate the conduct of the mediation proceedings.

Article 9

At least fifteen days before the first session, each party shall furnish to the Centre copies of all written statements and documents to be submitted to the mediator(s) and to the other

parties. The Centre shall send copies of all written submissions to the other parties and to the mediator(s).

The parties may agree on any other means to exchange their points of view and suggestions to settle the dispute.

Article 10

At the first session, the parties shall produce all information reasonably required for the mediator to understand the issues presented. The mediator may require any party to supplement such information.

Article 11

Unlike arbitrators or conciliators, a mediator can hold private sessions or communicate separately with each party to narrow the gaps between the views of the parties.

Article 12

The expenses of witnesses and experts for either side shall be paid by the party requesting such witnesses or experts. All other expenses relating to the mediator's travel, the representatives of the Centre, the expenses of any witness and the costs of any proof or expert advice produced at the direct request of the mediator, shall be equally borne by the parties according to the suggestion of the mediator agreed upon by the parties. In case only one of the parties agrees on the suggestion of the mediator, this party shall bear the costs.

Article 13

Mediation sessions are private. Other persons may attend only with the permission of the parties and with the consent of the mediator.

Article 14

Confidential information disclosed to the mediator by parties or witnesses in the course of mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceedings any of the following:

a. Views expressed or suggestions made by either party with respect to a possible settlement of the dispute;

- b. Admissions made by another party in the course of the mediation proceedings;
- c. Proposals made or views expressed by the mediator; or
- d. The fact that either party had not indicated willingness to accept a proposal for settlement made by the mediator.

Article 15

Neither the Centre nor any mediator shall be a party in judicial proceedings relating to the mediation. Neither the Centre nor any mediator shall be liable to any party for any act or omission in connection with any mediation conducted under these rules.

Article 16

The mediator shall interpret and apply these rules insofar as they relate to the mediator's duties and responsibilities. All other rules shall be interpreted and applied by the Centre.

Article 17

Unless agreed otherwise, the mediators upon the conclusion of the mediation proceedings, shall furnish to the Director of the Centre the settlement agreement signed by the parties or a report of the reasons for the termination of the mediation proceedings without reaching a settlement.

Article 18

With reference to the cost of mediation, the following provisions shall apply:

- a. For the purpose of these rules, the term "costs" shall also include the expenses reasonably incurred by the Centre in connection with the mediation as well as its administrative fees.
- b. The facilities provided by the Centre may be charged for on the basis of comparable costs.
- c. The mediator's fees shall be fixed by agreement between the Centre, the mediator and the parties and shall not exceed the amount calculated according to the Rules of the Cairo Regional Centre for International Commercial Arbitration for determining the arbitrator's fees.

The Director of the Centre, after consultation with the mediator and the parties, shall determine the bases of the assessment of fees and expenses. In all cases, the Director of the Centre may reduce the fees and expenses if the nature of the case so permits.

- d. In some cases due to the complexity of the dispute or the length of hearings, the Director of the Centre may undertake

consultation with the mediator and the parties to adjust the basis of the assessment of fees and expenses.

Article 19

a. The Director of the Centre shall prepare an estimate of the costs of mediation and request each party to deposit equal advance payments.

b. During the course of the mediation proceedings, the Director of the Centre may request supplementary deposits from the parties.

c. If the required deposits are not paid in full within thirty days after the receipt of the request, the Director of the Centre shall inform the parties in order that one or another of them may make the required payment. If such payment is not made, the mediator(s), after consultation with the Director of the Centre, may order the suspension or termination of the mediation proceedings.

d. Upon termination of the mediation, the Director of the Centre shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

3 - The Rules of Conciliation

Article 1

Where parties to a contract have agreed in writing to seek an amicable settlement of disputes arising out of or relating to their contract by conciliation in accordance with the Rules of Conciliation of the Mediation and ADR Centre (a branch of the Cairo Regional Centre for International Commercial Arbitration), then such conciliation shall take place in accordance with the UNCITRAL Conciliation Rules subject to the modifications set forth in the present rules. The rules applicable to the conciliation shall be those in force at the time of the commencement of conciliation unless the parties have agreed otherwise.

Article 2

The party initiating conciliation shall provide the Centre with a request for conciliation briefly identifying the subject and value of the dispute along with a copy of the agreement entered into by the parties for conciliation indicating their names, addresses, phone numbers, fax numbers, emails if any, in addition to the amount of US\$ 500.00 in international cases and US\$ 250.00 or equivalent in Egyptian Pounds in domestic cases, being the

administrative and registration fees. The said amount shall be paid by each of the two parties in cash or by a certified check in the name of the Centre and delivered to its address situated at 1, Al-Saleh Ayoub st., Zamalek, Cairo, Egypt.

The Centre shall send a copy of the conciliation request as soon as possible to the other party or parties.

Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.

If the other party rejects the conciliation request or if the Centre does not receive a reply within fifteen days from the date on which the other party receives the said request or within such other period of time as specified therein, the Centre shall inform the party initiating conciliation of such results.

Article 3

The Director of the Centre shall assist in the appointment of conciliator(s) if the parties fail to reach an agreement on the name or names of conciliator(s). Where, pursuant to these rules and to article 4(2) of the UNCITRAL Conciliation Rules, the Centre is to recommend or appoint conciliators, the names of the conciliators shall be drawn from the panel of international conciliators maintained by the Centre for that purpose.

Article 4

Upon the request of the parties or the conciliator(s) - with the approval of the parties- the Director of the Centre shall provide or arrange for administrative assistance or facilities that necessitate additional costs in order to facilitate the conduct of the conciliation proceedings.

Article 5

The parties shall furnish to the Director of the Centre copies of all written statements to be submitted to the conciliator(s) and to be sent to the other parties. The Centre shall send copies of all written submissions to the other parties and to the conciliator(s).

The parties may agree to exchange their points of view and suggestions to settle their disputes by other means.

Unless agreed otherwise, the conciliator(s), upon the conclusion of the conciliation proceedings, shall furnish to the Director of the Centre the settlement agreement signed by the parties or a report justifying the termination of the conciliation proceedings without reaching a settlement.

Article 6

Neither the Centre nor any conciliator shall be a party in judicial or arbitral proceedings relating to the conciliation. Neither the Centre nor any conciliator shall be liable to any party for any act or omission in connection with any conciliation conducted under these rules.

Article 7

The administrative and conciliators' fees shall be subject to the same Rules as those applied on mediation.

4 - The Rules of Technical Expertise

Article 1

Any natural or juridical person may apply to appoint one or more experts to report his technical opinion of certain technical issues that cannot be examined by the applicant.

This report aims at assessing the position of the parties before filing any judicial or arbitral claims or resorting to conciliation or mediation.

Article 2

Where parties have agreed to submit their dispute to the rules of technical expertise of the Mediation and ADR Centre, they may ask the Director of the Centre to appoint one or more experts to render a technical opinion in the dispute.

An arbitral tribunal may apply to the Centre to appoint technical expert(s) in certain field to render his (their) report regarding technical controversy related to the case submitted before them.

Article 3

The request submitted to the Director shall include:

- a. The names, addresses, phone numbers, fax numbers and email, if any, of the parties.
- b. The subject and nature of the technical dispute and the type of expertise requested.
- c. The agreement to resort to technical expertise for the settlement of the dispute according to the Centre's rules.
- d. The number of technical experts to be appointed if not previously agreed upon.
- e. Name or names of proposed expert(s) in case there were no previous agreement to that effect.

Article 4

The Centre shall notify the party or parties of the request to submit the dispute to technical expertise and shall receive any remarks thereon.

Article 5

The Centre shall provide to the applicant, according to article (1) here above, the name(s) of an expert(s) from the list of experts maintained by the Centre, and receive his remarks thereon.

The appointed expert shall not be challenged unless for justified reasons.

If the parties agree to submit their dispute to technical expertise before the Centre according to its Rules, and fail to appoint the expert, the Centre shall appoint one or more experts to render the technical opinion in the dispute.

The Director of the Centre shall communicate to both parties an identical list of nominated experts, each party shall delete the name or names to which he objects and number the remaining names on the list in the order of his preference. The expert(s) shall be appointed according to the priority of the parties.

The Centre shall provide the arbitral tribunal requesting the appointment of expert(s) with the names of potential expert(s) from the list of international experts maintained by the Centre for that purpose.

In international cases, the expert chosen will be a national of a country other than the countries of both parties. In all cases, the expert appointed should not have any connection or relation with the parties of the dispute that may affect his opinion or raise any justifiable doubts as to his independence or impartiality.

A potential expert should not have any previous relations or connections with the parties or the subject of the dispute that may affect his opinion. He should disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

According to article (1) and (2) of these Rules, the number of experts should be odd number. The report shall be rendered by majority of votes, and the minority may attach their dissenting opinion.

Article 6

The Director of the Centre shall decide, after consulting with the parties, on the replacement of an expert in the case of

death or if prevented for any other reason from carrying out his responsibilities. The replacing expert(s) shall be appointed according to the same rules under which the replaced expert(s) was appointed.

Article 7

The appointed expert shall determine the requirements, time and costs of his mission before his final appointment.

Article 8

The Director of the Centre shall estimate the amount of administrative and experts' fees and the deposits to be paid in advance for the expertise, taking into consideration the nature of the expertise and the number of working hours.

The administrative and registration fees shall be US\$ 500.00 in international cases and US\$ 250.00 or equivalent in Egyptian Pounds in domestic cases.

The applicant party shall deposit the said amounts in advance, each party shall pay an equal share thereof.

The administrative fees shall be paid simultaneously with the application to appoint the expert. The expert fees shall be estimated by the Director of the centre and shall be paid as soon as estimated by the Director.

Upon conclusion of the expert's mission, the Director of the Centre shall determine the total administrative and expert fees.

Article 9

The parties should assist the expert in implementing his terms of reference and in particular, should make available to him all documents he may consider necessary and also to grant him free access to visit and inspect any place related to the dispute. The information given to the expert shall be used only for the purpose of the expertise and shall remain confidential.

Article 10

The expert shall put forth his views in a written and signed report, within the limit set forth in the request for his appointment, after giving the parties an opportunity to submit arguments supported by documentation.

The expert must also include in his report all his findings concerning the implementation of the contract and the measure necessary to safeguard its subject matter. The expert must also attach to his report anything the parties might have agreed upon concerning the settlement of the dispute.

The expert(s) must sign the report. Where there is more than one expert and one or more fails to sign, the report shall state the reasons for the absence of the signature(s). The original report shall be delivered to the Director who shall provide each party with a copy.

Article 11

The report of the expert shall not be binding unless the parties agree otherwise.

5 - The Rules of Mini-Trials

Article 1

Where the parties have agreed to settle their dispute by applying the Mini- Trials Rules of the Mediation and ADR Centre (a branch of the Cairo Regional Centre for International Commercial Arbitration), the procedures shall commence by filing a request to compose a panel to hear the dispute. The request shall include the subject and value of the dispute, along with the names, address, phone and fax numbers, emails, if any, of the other Party (parties). The Centre shall inform the other party (parties) with this request.

Article 2

The selected panel shall be composed of a neutral umpire appointed by two associate members selected from among the senior corporate officers of each party to the dispute. These associates are expected to be intimately familiar with the details of the dispute.

If the parties do not agree on the umpire, the appointing authority designated by the parties shall perform such appointment. If the parties do not designate the said authority, the Centre shall appoint the umpire by communicating to the parties an identical list of eminent experts, each party shall delete the name or names to which he objects and number the remaining names on the list in the order of his preference. The umpire shall be appointed according to the priority of the parties.

Article 3

Before commencing his mission, the nominated umpire should disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

Article 4

The above panel, except the umpire, shall draft a settlement after hearing the parties and reviewing their submissions. Failing to reach such settlement, the umpire shall draft another settlement. The parties are not bound to accept any draft settlement.

Article 5

The parties undertake not to initiate any judicial or arbitral proceedings during the Mini-Trials procedures.

Article 6

If no settlement is reached, the parties shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding any information disclosed during the procedures. The umpire undertakes not to disclose any information obtained from either party during the hearings. Neither any of the parties nor the umpire shall be parties in any judicial or arbitral proceedings relating to the Mini-Trial.

Article 7

Before appointing the umpire, the administrative fees and the fees of the umpire should be paid according to the estimation of the Director of the Centre. The administrative and registration fees are US\$ 500.00 in international cases and US\$ 250.00 or equivalent in Egyptian Pounds in domestic cases. The said amounts shall be paid by each of the two parties in cash or by a certified check in the name of the Centre and delivered to its address situated at 1, Al-Saleh Ayoub st., Zamalek, Cairo, Egypt.

The umpire fees shall be fixed after deliberation between the Director of the Centre and the parties.

6 - The Rules of the Claim Review Board (CRB)

Article 1

In construction contracts, parties may agree to form a three-member board, operational starting the commencement of the construction project till its achievement, in order to issue recommendations regarding any potential dispute between the parties.

Article 2

The Board shall be composed of three members, one appointed by the contractor, another by the employer and the two appointed members select the president of the Board.

Article 3

Each member of the Board shall be provided by a complete set of contract and project documents, together with any critical path schedule and network diagrams, minutes of meetings, progress reports, expert reports and any other documents related to the project.

Article 4

Any dispute arising between the parties shall be submitted to the Board, which shall also review any claim presented by the contractor as well as orders of amendments in order to issue its recommendations.

Article 5

Recommendations issued by the Board are not binding to the parties.

Article 6

The parties shall share the costs of the CRB.

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