



**SETTLEMENT OF INTERNATIONAL
COMMERCIAL DISPUTES
UNDER THE AUSPICES OF THE
CAIRO REGIONAL CENTRE FOR
INTERNATIONAL COMMERCIAL ARBITRATION**

**CAIRO REGIONAL CENTRE FOR
INTERNATIONAL
COMMERCIAL ARBITRATION
(ESTABLISHED UNDER THE AUSPICES
OF THE ASIAN-AFRICAN LEGAL
CONSULTATIVE COMMITTEE (AALCC))**

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INTRODUCTION

ARBITRATION

Increasing reliance on arbitration in national and international trade is one of the main features of today's world business community. The global market, quick-paced and mercuric demanding as it is, nowadays tends to rebuff the formality, rigidity, expense and time consumption characterizing litigation. Within the framework of international regulations and the dictates of local applicable laws, arbitral procedures have a unique ability of adjusting procedures to the parties' precise needs. Arbitration forums, having the expressed authorization of parties involved, provides liaison between the parties and the tribunal. Among these forums the CRCICA safely ranks as one.

Following is the necessary information about arbitration under the auspices of the Centre.

THE OBJECTIVES OF THE CENTRE

The Cairo Regional Centre for International Commercial Arbitration (hereinafter the Cairo Centre or the Centre) is an independent non-profit International Organization. Its leading principle 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 international 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 implies also alternative dispute resolution techniques (ADR) such as conciliation, mediation and others.

Of real significance is the fact that maritime international relations succumb to special rules and regulations inevitably enforced by the circumstantial risks and hazardous occurrences of maritime trade.

There exists maritime rules radically different from those pertaining to trade regulations. Rules tackling Carriers' responsibilities, reciprocal relations between ship-owners, ship-crews and shippers are definitely peculiar to marine trade regulations. This peculiarity, remarkable and dominating, prompted an urging need of establishing a maritime branch of the Cairo Centre to deal exclusively with maritime cases. The Alexandria Centre for International Maritime Arbitration (ACIMA) was established as a branch of the Cairo Centre to deal exclusively with maritime cases.

A BRIEF HISTORY

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 Countries.

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.

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 1989: The conclusion of an agreement between the Committee and the Egyptian Government for the permanent financial and organizational structure arrangements of the Cairo Centre.

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

THE SCOPE OF SERVICES OFFERED

The scope of services offered by the Cairo Centre encompasses the following:

1) Providing advice to parties to international commercial and investment contracts, with regard to drafting these contracts and in the field of dispute prevention activities.

2) The promotion of arbitration and other ADR techniques in the region, through the organization of international conferences and seminars as well as the publication of research serving both the business and legal communities.

3) The preparation of international arbitrators and legal scholars from the region by organizing training programs and seminars through the Centre's Institute for Arbitration and Investment.

4) Coordination with, and provision of, assistance to existing arbitral institutions particularly those within the region.

5) Providing *Ad Hoc* arbitration with necessary technical and administrative assistance.

6) Rendering assistance for the enforcement of arbitral awards.

7) 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 - Providing 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.

DISPUTE RESOLUTION MEASURES

1 - ARBITRATION

1 - Should the parties decide upon arbitration after the dispute has arisen, the Centre provides advice and

consultation to them on the drafting of an arbitral agreement, if such agreement was not concluded.

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

3 - The Centre maintains an international list of arbitrators. The list contains the names of eminent jurists, judges, and diplomats from which the parties may select the arbitrators.

4 - Should the parties fail in nominating the sole arbitrator or the presiding arbitrator in the case of a three member tribunal, the appointment is made by the Centre provided that no other appointing authority has been agreed upon by the parties.

5 - The Cairo Centre's rules of arbitration are the UNCITRAL Arbitration Rules of 1976 with certain 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.

6 - 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 three copies in case of a sole arbitrator and five in case of a three member tribunal.

The request should comprise the following:

a - The original or a copy of the arbitration agreement designating the Cairo Centre as the competent arbitration forum.

b - An original or a copy of the contract, out of which or in relation to which the dispute arises.

c - Legal evidence and documents enhancing the request for arbitration.

d - Names and addresses of the parties.

e - Nature and value of the dispute.

f - The claimant's notice of arbitration.

g - the name of the claimant's nominated arbitrator, and his views with regard to the language and place of arbitration. Simultaneous with the filing of the request for arbitration, the registration fee, administrative and arbitrators fees are to be deposited, pursuant to the Rules (See the Centre's tables).

2 - Upon request, the Centre registers the case for arbitration.

3 - 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. This information is then communicated to the claimant by the Centre.

4 - 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.

5 - 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.

6 - Arbitration commences in accordance with the UNCITRAL Rules once sessions are arranged and memoranda are exchanged. During this stage, the Centre takes heed as to procedures and time schedule and intervenes to prevent tardiness and ensure expedition.

7 - After due deliberations, an arbitral award is issued.

8 - The Centre provides every assistance possible in the enforcement of the award.

ARBITRATION COSTS

The Centre is a non-profit institution which renders services at their actual costs. Costs are kept as low as possible to contribute to international trade and investment.

The costs of arbitration incurred by the parties is decided upon by the arbitral tribunal, comprising the following:

a - The arbitrators' fees and the expenses reasonably incurred by the Centre, all in accordance with its rules. Half of the said expenses is paid in advance by each party until the tribunal renders a decision in this respect.

b - Expertise charges, should any be requested.

c - Other miscellaneous administrative expenses, such as arbitrators' travel and accommodation expenses and translation fees.

**THE ADVANTAGES OF ARBITRATING
BEFORE
THE CENTRE AND ITS ALEXANDRIA
BRANCH**

- 1 - An expeditious dispute resolution in accordance with the UNCITRAL Rules.
- 2 - Costs are kept to a minimum in accordance with the non-profit status of the Centre.
- 3 - Full confidentiality of information and procedures.
- 4 - One stage litigation.
- 5 - Conformance with the nature of international trade and investment requirements for rapid resolution of disputes.
- 6 - International recognition and enforcement of the Centre's arbitral awards.

MODEL ARBITRATION CLAUSE

The Cairo Centre recommends the use of the following for the arbitral 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 for Arbitration of the Cairo Regional Centre for International Commercial Arbitration."

2 - CONCILIATION

- 1 - In accordance with the UNCITRAL Rules, the Centre offers diverse services for the settlement of disputes through conciliation, so as to save the parties' time and efforts.

- 2 - 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.

- 3 - The Centre takes all necessary measures to ensure the parties' adherence to the settlement reached through conciliation.

- 4 - 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.

3 - MEDIATION

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).

4 - TECHNICAL EXPERTISE

- 1 - 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).

- 2 - 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.

**THE CAIRO CENTRE'S RULES
OF ARBITRATION**

RULE (1)

a. Parties to a dispute wishing to utilize the arbitration facilities provided by the Cairo Regional Centre for International Commercial Arbitration (hereinafter referred to as "the Centre"), shall make a written request to the Centre's Director for this purpose. In this request, the claimant must provide evidence that the parties have entered into an agreement under which they had agreed to refer their disputes and differences for settlement by arbitration under the auspices of and in accordance with the rules of the Centre.

b. Where parties to a contract have agreed in writing that disputes in relation to the contract shall be settled in accordance with the Centre's Rules of Arbitration, then such disputes shall be settled in accordance with the UNCITRAL Arbitration Rules subject to the modifications set forth in the present rules.

c. Unless the parties have agreed otherwise, the rules applicable to the arbitration shall be those in force at the time of commencement of the arbitration.

RULE (2)

a. The claimant shall file with the Director of the Centre a copy of the notice of arbitration served to the respondent.

b. The parties shall also file with the Director of the Centre a copy of any other notice including a notification, communication or proposal concerning the arbitral proceedings.

c. If the parties have agreed on an appointing authority other than the Centre, they shall inform the Director of the Centre with the name thereof.

RULE (3)

a. Unless the parties have agreed otherwise or if the appointing authority designated refuses to act or fails to appoint the sole / presiding arbitrator within the specified time, the Centre shall be the appointing authority pursuant to the UNCITRAL Arbitration Rules and the present rules.

b. Pursuant to article 6 or 7 (3) of the UNCITRAL Arbitration Rules and paragraph (1) of these rules, where the Centre is to appoint a sole arbitrator or the presiding arbitrator, the list of names to be communicated by the Centre to the parties shall be drawn from the International Panel of Arbitrators maintained by the Centre.

c. Pursuant to article 7 (2)(a) of the UNCITRAL Arbitration Rules and paragraph (1) of this rule, where the Centre is to appoint the second arbitrator, the appointment shall be carried out from the International Panel of Arbitrators maintained by the Centre.

RULE (4)

The Director of the Centre shall, at the request of the arbitral tribunal or either party, make available or arrange for such services as may be required, including finding suitable accommodation for non-resident arbitrators, providing secretarial assistance and translation.

RULE (5)

a. The parties shall furnish to the Director of the Centre copies of the statement of claim, the statement of defence and any amendments thereto which they file with the arbitral tribunal.

b. Unless the parties agree otherwise, the sole arbitrator or the presiding arbitrator shall, at the conclusion of the proceedings, furnish to the Director of

the Centre a complete record of the proceedings.

RULE (6)

The arbitral tribunal shall furnish to the Director of the Centre a signed copy of the award made in accordance with present rules, whether interim, interlocutory, partial or final. The Director of the Centre shall render all assistance in the filing or registration of the award as required by the law of the country where the award is made.

RULE (7)

- 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 charges in accordance with the annexed appendix.
- b. The facilities provided by the Centre may be charged for on the basis of comparable costs.
- c. The administrative charges of the Centre shall be estimated by the Director of the Centre according to the annexed appendix.
- 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 arbitrator and the parties to adjust the basis 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.

RULE (8)

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 the 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 thirty 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 parties of the deposits received and return any unexpended balance to the parties.

THE CAIRO CENTRE'S RULES OF CONCILIATION

RULE (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 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.

RULE (2)

The party initiating conciliation shall provide the Centre with a request for conciliation briefly identifying the subject of the dispute along with a copy of the agreement entered into by the parties for conciliation and a registration fee of three hundred U.S. Dollars.

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 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 conciliation of such results.

RULE (3)

The Director of the Centre shall assist in the appointment of conciliators if the parties fail to reach an agreement on the name or names of the 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 conciliators maintained by the Centre for that purpose.

RULE (4)

With the consent of the parties, the Director of the Centre shall provide or arrange for administrative assistance or facilities in order to facilitate the conduct of the conciliation proceedings.

RULE (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).

Unless agreed otherwise, the conciliator(s) at the termination 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.

RULE (6)

In lieu of the provisions of article (18) of the UNCITRAL Conciliation Rules, the following provisions shall apply:

- a. The Director of the Centre shall prepare an estimate of the costs of conciliation and may request parties to deposit equal advance payments.
- b. During the course of the conciliation 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 payments. If such payment is not made, the conciliator(s), after

consultation with the Director of the Centre, may order the suspension or termination of the conciliation proceedings.

d. The Director of the Centre may deduct an amount from the supplementary deposits and direct it towards the costs of conciliation.

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

RULE (7)

a. For the purpose of these rules, the term "costs" as specified in article (17) of the UNCITRAL Conciliation Rules shall also include the expenses reasonably incurred by the Centre in connection with the conciliation as well as its administrative charges.

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

c. The administrative charges of the Centre shall be estimated by the Director of the Centre at one quarter of the amount estimated as administrative charges for arbitration with a minimum of five hundred U.S. Dollars.

d. The conciliators' fees shall be calculated according to the Cairo Centre's Rules for determining the arbitrators' fees.

e. 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 arbitrator and the parties to adjust the basis of the assessment of fees and expenses.

THE CAIRO CENTRE'S RULES OF MEDIATION

RULE (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 Cairo Regional Centre for International Commercial Arbitration, then such mediation shall take place in accordance with the present 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 Cairo Centre's Rules includes their acceptance of the rights and obligations contained in these rules.

RULE (2)

The party initiating mediation shall provide the Centre with a request for mediation briefly identifying the subject of the dispute along with a copy of the agreement entered into by the parties for mediation and a registration fee of three hundred U.S. Dollars.

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.

RULE (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 Panels maintained by the Centre for that purpose.

RULE (4)

The 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 interest in the result of the mediation, except by the written consent of all parties.

Prior to accepting an appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias. Upon receipt of such information, the Centre shall either replace the mediator or immediately communicate the information to the parties for comment. In the event that the parties disagree as to whether the mediator shall serve, another mediator is to be appointed.

RULE (5)

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

RULE (6)

A party may be represented by persons of its own choice. The names and addresses of such persons shall be communicated in writing to all parties and to the Centre.

RULE (7)

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

RULE (8)

With the consent of the parties, the Director of the Centre shall provide or arrange for administrative assistance or facilities in order to facilitate the conduct of the mediation proceedings.

RULE (9)

At least fifteen days before the first session, each party shall furnish to the Director of the Centre copies of all written statements to be submitted to the mediators and to the other parties. The Centre shall send copies of all written submissions to the other parties and to the mediators.

RULE (10)

At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issues presented.

The mediator may require any party to supplement such information.

RULE (11)

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

RULE (12)

The expenses of witnesses and experts for either side shall be paid by the party requesting the presence of such witnesses or experts. All other expenses relating to the mediator's travel, the representation 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 borne equally by the parties unless the mediator or the parties agree otherwise.

RULE (13)

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

RULE (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 proceeding any of the following:

a. Views expressed or suggestions made by another 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 another party had not indicated willingness to accept a proposal for settlement made by the mediator.

RULE (15)

Neither the Centre nor any mediator is a necessary 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.

RULE (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.

RULE (17)

Unless agreed otherwise, the mediators at the termination 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.

RULE (18)

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

a. The Director of the Centre shall prepare an estimate of the costs of mediation and may 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 so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the mediators, after consultation with the Director of the Centre, may order the suspension or termination of the mediation proceedings.

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

e. 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.

RULE (19)

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 charges.

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

c. The administrative charges of the Centre shall be estimated by the Director of the Centre at one quarter of the amount estimated as administrative charges for arbitration with a minimum of five hundred U.S. Dollars.

d. 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 Centre's Rules for determining the arbitrator's fees.

e. 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.

THE CAIRO CENTRE'S RULES OF TECHNICAL EXPERTISE

RULE (1)

Where parties have agreed to submit their dispute to the rules of technical expertise of the Cairo Regional Centre for International Commercial Arbitration, they may ask the Director of the Centre to appoint one or more experts to render a technical opinion in the dispute.

RULE (2)

The request submitted to the Director shall include:

a. The names and addresses of the parties.

b. The subject and nature of the technical dispute and the 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 and names of technical experts to be appointed as agreed upon.

e. Name or names of proposed expert(s) in case there were no previous agreement to that effect.

RULE (3)

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

RULE (4)

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 Centre shall appoint the expert(s) in this case from the international list of 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 doubts thereof.

RULE (5)

A sole expert is to be appointed unless the parties choose otherwise or wherever the circumstances of the case require more than one.

In case of multiple experts, the number of experts shall be an odd number. In this case the report shall be rendered by the majority of votes, and the minority may attach their dissenting opinion.

RULE (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 was appointed.

The Director may also replace the expert(s) on the grounds of reasonable objections made by the parties or if the Director determines, after having considered the expert(s) observations, that the expert is not fulfilling his responsibilities in accordance with these rules or within the prescribed time limits.

RULE (7)

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 any place related to the dispute. The information given to the expert will be used only for the purpose of the expertise and shall remain confidential.

RULE (8)

The expert shall put forth his views in a written and signed report, within the limit set by 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 measures 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 are 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.

RULE (9)

The Director of the Centre shall estimate the amount of administrative charges 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 party or parties requesting the appointment of the expert(s) shall

deposit to the Centre these amounts in advance.

The total amount of administrative and expert costs shall be determined by the Director of the Centre when the expertise has been concluded.

CODE OF ETHICS

RULE (1)

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

RULE (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 time and attention necessary.

RULE (3)

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, 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 or the other arbitrators.

c. Previous connections with the subject of the arbitration.

This obligation shall continue as regards all such circumstances which

appear after the initial proceeding of the arbitration.

RULE (4)

The arbitrator should maintain the necessary conditions for a just resolution of the arbitration without bias, influence 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.

RULE (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.

RULE (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.

RULE (7)

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

RULE (8)

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

APPENDIX I
COSTS OF ARBITRATION

The costs of arbitration, including the fees of arbitrators as well as the expenses reasonably incurred by the Centre in connection with the arbitration along with administrative charges, are borne by the parties according to the following tables and rules:

I - REGISTRATION FEES

An amount of US\$ 500 (five hundred American Dollars) as a registration fee shall be paid to the Cairo Regional Centre for International Commercial Arbitration upon submission of the arbitration request.

II - ADMINISTRATIVE CHARGES

The administrative charges 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 Arbitration Centre in American Dollars after being calculated according to the values listed in Table 1.

TABLE 1 - ADMINISTRATIVE FEES

SUM IN DISPUTE (IN U.S. DOLLARS)	PERCENTAGE	REMARKS
UP TO \$ 100000	2 %	WITH A MINIMUM OF \$ 1000 AND A MAXIMUM OF \$ 15000 FOR EACH CASE
\$ 100001 - \$ 500000	00.50%	
\$ 500001 - \$ 1000000	00.40%	
\$ 1000001 - \$ 2000000	00.20%	
\$ 2000001 - \$ 5000000	00.15%	
MORE THAN 5000000	00.10%	

III - ARBITRATORS' FEES

The arbitrators' fees are also determined as a percentage value of the sum under dispute. The percentage applied to each successive slice of the subject matter are to be accumulated. The deposit is to be paid to the Cairo Arbitration Centre in American Dollars after being calculated according to the amounts 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 \$ 2000 AND A MAXIMUM OF \$ 25000 FOR EACH 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%	

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