

CAIRO REGIONAL CENTRE FOR
INTERNATIONAL COMMERCIAL ARBITRATION*

ARBITRATION RULES

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*1 Al-Saleh Ayoub St., Zamalek, Cairo, Egypt

Tel: 3401333 - 3401335 - 3401337 - 3423691 - 3423693 / Fax: 3401336

E-mail : crcica@idsc1.gov.eg

Web site: [//www.crcica.org.eg](http://www.crcica.org.eg)

Introduction

The Cairo Regional Centre for International Commercial Arbitration (hereinafter the Cairo Centre or the Centre) is an independent non-profit making 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 technical expertise.

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 Area.

January 1978: 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 for 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:

- Providing advice to parties to international commercial and investment contracts, with regard to drafting these contracts and in the field of dispute prevention activities.
- 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.
- 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.
- Coordination with, and provision of assistance to existing arbitral institutions particularly those within the region.
- Providing *Ad Hoc* arbitration with necessary technical and administrative assistance.

- Rendering assistance for the enforcement of arbitral awards.
- 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:
 - i) Compilation of trade and investment laws of the countries of the region.
 - ii) Providing information about economic development schemes in the region setting out the different investment opportunities available.
 - iii) 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.
 - iv) Compiling a record of national and regional consultation firms of outstanding reputation in the field of trade, industry and investment.

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Forward

The Cairo Regional Centre for International Commercial Arbitration is an AALCC Centre established in 1978 for the settlement of international commercial disputes. In recent years it was decided that domestic disputes may also be settled according to the Centre's rules.

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.

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

Also Article 8 *Bis* was added to face the problems related to the appointment of arbitrators in multi-party arbitration. Exclusion of liability is provided for in the same lines as included in the rules of other arbitral institutions such as the American Arbitration Association and the International Chamber of Commerce. These amendments are effective January 1, 1998. For ease of reference the new amendments to the UNCITRAL Rules are underlined.

The following clarifications prove to be necessary in the application of the Centre's Rules.

1 - The first clarification is made with reference to authorizing the arbitral tribunal to issue interim measures.

In this clarification, it is made clear that the present Rules of the Centre (UNCITRAL) authorize in article 26 the arbitral tribunal, upon the request of either party, to take any interim measure it deems necessary in respect of the subject matter of the dispute.

The reason for this clarification is that the Egyptian Law of Arbitration in Civil and Commercial Matters issued by Law No. 27/1994 requires in Article 24/1 that a special agreement is to be concluded by the parties to authorize the arbitral tribunal to issue interim or conservatory measures.

The agreement of the parties to apply the Centre's Rules (the UNCITRAL Rules) would mean that the parties gave this authorization according to Article 26 of the UNCITRAL Rules.

2 - The second clarification is concerned with the time bar on arbitral proceedings.

The present Cairo Centre's Rules (UNCITRAL) do not specify any time limit for the arbitral proceedings. Thus, the agreement of the parties to apply the Centre's Rules would mean that they are not bound by article 45/1 of the Egyptian Law of Arbitration which provides that in the absence of an agreement between the parties concerning issuing the final award, the award must be rendered within twelve months from the date of commencing the procedures, i.e., the date on which the notice of arbitration is received by the respondent. This limitation has presented some difficulties in some international cases which required more time with the participation of arbitrators from different nationalities. The Centre's Rules (UNCITRAL) would not result in this difficulty.

Section 1. Introductory rules

SCOPE OF APPLICATION

Article 1

1. Where the parties to a contract have agreed in writing* 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 modification as the parties may agree in writing.**

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 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

* 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

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

**Unless the parties agree otherwise, the UNCITRAL Rules of Arbitration as amended by the Cairo Centre and effective as from January 1, 1998 shall apply.

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 notice of arbitration is received by the respondent.
3. The notice of arbitration shall include the following:
 - a. A demand that the dispute be referred to arbitration;
 - b. The names and 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.
 - d - The respondent shall communicate 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 statement may include also the name of the arbitrator he has appointed 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:

- i) The names of one or more persons, one of whom would serve as the sole arbitrator; and
- ii) 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 reached agreement 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 using the list procedures outlined below in No. 3 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:

- i) At the request of one of the parties the appointing authority shall communicate to both parties an identical list containing at least three names;
- ii) 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;
- iii) 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;
- iv) 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 shall 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:
 - i) The first party may request the appointing authority previously designated by the parties to appoint the second arbitrator; or
 - ii) 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 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 arbitrators. If this agreement is not realized within forty five days from the date of notifying them by the claim of arbitration, the Centre will appoint all the arbitrators upon 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:
 - i) When the initial appointment was made by an appointing authority, by that authority;
 - ii) When the initial appointment was not made by an appointing authority, but an appointing authority has been previously designated, by that authority;
 - iii) 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 to sign 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:

- i) The names and addresses of the parties;
- ii) A statement of the facts supporting the claim;
- iii) The points at issue.
- iv) 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 (ARTICLE 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 statement 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 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 filed 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.

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 charges in accordance with the table of expenses.
- b. The facilities provided by the Centre may be charged for on the basis of comparable cost.
- c. The administrative charges of the Centre shall be estimated by the director of the Centre according to the table of expenses.
- d. In some cases due to the complexity of the dispute or the length of hearing, the director of the Centre may undertake consultation with the arbitrators 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.

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

Article 40

Exclusion of liability

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.

Costs of Arbitration

The Centre is a non-profit making 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:

- i) 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.
- ii) Expertise charges, should any be requested.
- iii) Other miscellaneous administrative expenses, such as arbitrators' travel and accommodation expenses and translation fees.

1 - Registration Fees:

An amount of US\$ 500.00 as registration fees for the international cases shall be paid by **each** of the two arbitrated parties to the Cairo Regional Centre for International Commercial Arbitration upon submission of the arbitration request.

As for the local cases, the registration fees shall be US\$ 250.00 (or equivalent in Egyptian Pounds) has to be paid by **each** of the two arbitrated parties to the Cairo Regional Centre for International Commercial Arbitration upon submission of the arbitration request.

2 - 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 Centre in American Dollars after being calculated according to the values listed in table (1).

TABLE (1) ADMINISTRATIVE FEES

Sum of Dispute (in U.S.Dollars)	Percentage	Remarks*
Up to \$ 100000	2%	With a minimum of \$ 2000 and a maximum of \$ 20000 for each case.
100001 - 500000	00.50%	
500001 - 1000000	00.40%	
1000001 - 2000000	00.20%	
2000001 - 5000000	00.15%	
More than 5000000	00.10%	

*In local cases, The minimum shall be US\$ 1500.00 (or equivalent in Egyptian Pounds) and the maximum shall be US\$ 10000.00 (or equivalent in Egyptian Pounds).

3 - 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 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 \$ 3000 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%	

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 necessary time and attention.

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:

- i. 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.
- ii. Family and marriage relationships with any of the parties or the other arbitrators.
- iii. 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, 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.

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.

Rules (8)

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

2 - 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 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 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 the hearings, the director of the Centre may undertake consultation with the conciliator and the parties to adjust the basis of the assessment of fees and expenses.

3 - 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 panel 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 interests 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 submission 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 born 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 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.

4 - 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 therein.

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 doubt 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(s) 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 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 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.