



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

An International Organization operating in Egypt since 1979

Progress Report

For submission to :

**The 4th Session of
The Asian-African
Legal Consultative Organization
(AALCO)**

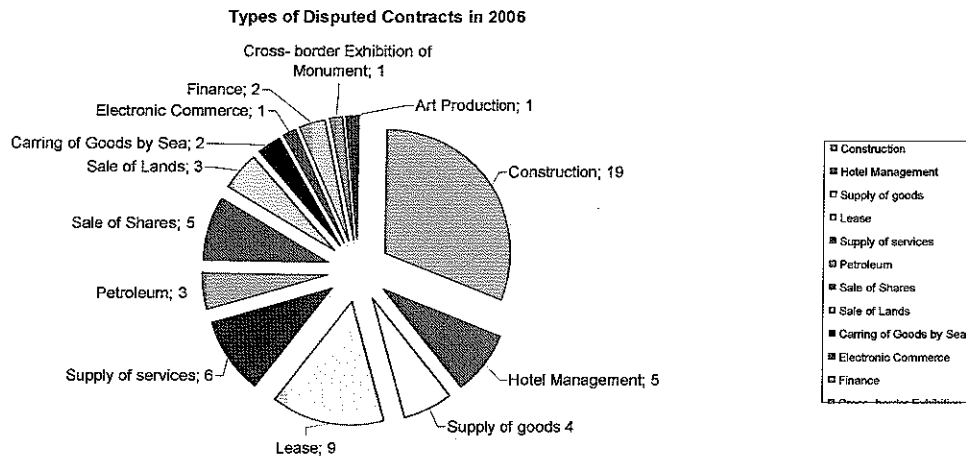
Introduction

The year 2006 was an exceptionally glorious year of progress for CRCICA. It was a year of records in the administration of arbitral cases as well as the organization of international events. On various other scales, the Centre achieved during the year remarkable development whether related to arbitration in particular or trade and investment laws at large. This report is meant to shed light on the most distinguished CRCICA activities in 2006.

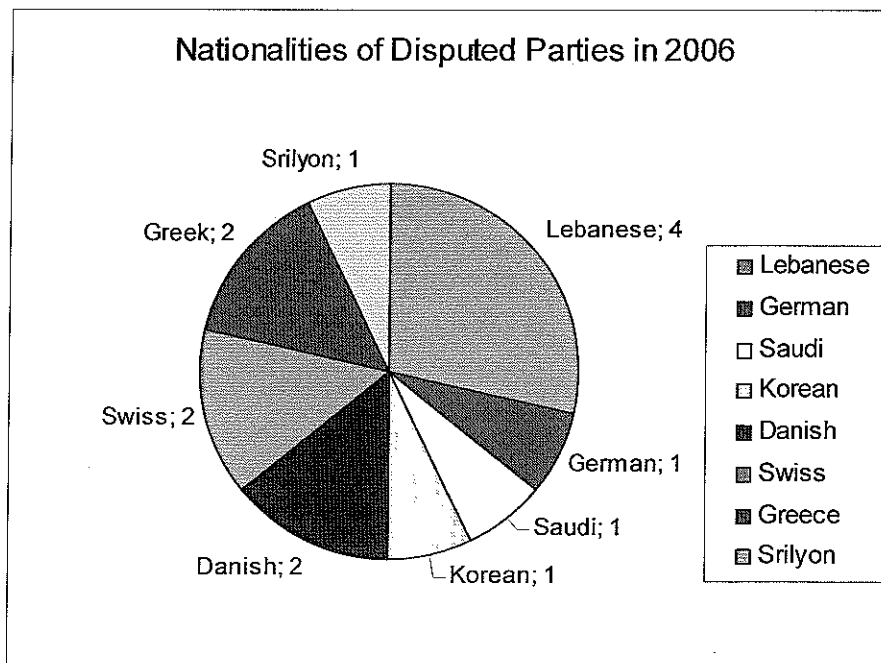
CRCICA CASE REPORT

The total number of national and international cases filed before CRCICA reached 530 cases among which 462 cases are already settled (whether by final arbitral awards, including awards on agreed terms, or by subsequent conciliation or mediation), while 68 cases are still pending before the Centre. It is noteworthy that the past year witnessed a 170 % increase in case referrals with 63 new cases against 37 new ones in 2005.

Generally speaking, construction contracts still rank top among the types of disputes administered under the auspices of CRCICA. In 2006, however, other types of contracts were subject to CRCICA-administered disputes, these contracts included hotel management, supply of goods, supply of services, petroleum, sale of lands, sale of shares, carriage of goods by sea, e-commerce, taxes, art production and software licenses. A new type of contracts was introduced during the past year involving cross-border exhibition of monument.



In 2006, beside multinational corporations, parties to CRCICA arbitration proceedings have been business entities from a broad span of countries including, but not limited to, Egypt, Lebanon, Switzerland, Germany, Saudi-Arabia, Korea, Greece, Denmark and Sri lyan (see the illustrating diagram).



Generally speaking, CRCICA arbitrations have involved nationals of almost all countries either as parties or arbitrators.

THE CAIRO REGIONAL CENTRE IS AMENDING ITS ARBITRATION RULES

The Cairo Regional Centre for International Commercial Arbitration ("CRCICA") applies the UNCITRAL Arbitration Rules approved by the General Assembly of the United Nations by Resolution No. 31/98 on December 10, 1976. Since its establishment in 1979, CRCICA adopted minor amendments to these Rules in order to suit the institutional arbitration and to satisfy the needs of disputants. Such minor amendments were made in years 1998, 2000 and 2002 and they became effective as of January 1st 1998, October 1st 2000 and July 2002 respectively.

Before the end of 2000, CRCICA initiated a revision of its Arbitration Rules. The reasons for amending the Rules mainly reside in the application of such Rules in practice, the judicial precedents and the recent international developments in the field of international commercial arbitration. The philosophy of the amendment is to amend only when necessary, while maintaining the spirit of the UNCITRAL Rules and its long established principles.

Regarding the methodology adopted by CRCICA in this respect, it consisted of studying the most important problems encountered in applying its Rules, through the analysis of arbitral awards rendered according to such Rules as well as the court decisions rendered in setting-

aside actions filed in connection with such awards. CRCICA also surveyed the opinions of practitioners including arbitrators, disputants and lawyers, in addition to studying and analyzing the rules of other arbitral institutions applying the UNCITRAL Rules and that already amended their rules (in particular the Swiss Rules and the Stockholm Rules). A committee composed from amongst the Center's consultants was then assigned with the mission of preparing a draft comprising the proposed amendments, which was later submitted to the Center's Board of Trustees and posted on the Center's website. Furthermore, the Centre attended the 40th and the 41th sessions of the UNCITRAL Arbitration Working Group held in September 2006 and January 2007 respectively to discuss the potential amendments to such Rules. The New Rules are expected to enter into force within the first quarter of 2007.

Regarding the content of the draft amendments, herebelow are the salient features thereof:

- Three High Legal Committees were constituted and composed from among the members of the Center's Board of Trustees, any of which shall present its reasoned opinion, adopted by majority vote, in the matters that should be referred to it under the new Articles 9 (bis) and 12 (bis) of the Rules as well as in the other matters referred to it by the Director of the Centre.

- Pursuant to the new Article 9 (bis), the Centre may, upon the approval of the High Legal Committee, reject the appointment of any arbitrator chosen to decide the case based on the existence of substantial evidence confirming

that the concerned arbitrator lacks the legal or contractual requirements or in case the said arbitrator did not act in compliance with the Center's Code of Ethics in any previous case, and after giving the said arbitrator and the parties the opportunity to express their views.

- Under the new Article 12 (bis), in the event that an arbitrator fails to act or in the event of the *de jure* or *de facto* impossibility of the performance of his functions or in the event that he deliberately delays the commencement or the continuation of the arbitral proceedings, the Centre may, upon the approval of the High Legal Committee, remove him upon the request of either of the parties after giving him and the other party the opportunity to express their views in this respect.
- In case the duration of the arbitral proceedings is determined, such duration shall not commence except after the full composition of the arbitral tribunal, unless the parties have agreed otherwise (Article 3/2).
- It was also confirmed that the parties might be represented or assisted by lawyers or non-lawyers of their choice (Article 4). This confirms the practice already existing since the establishment of CRCICA, according to which the parties may be represented in international arbitrations by Egyptian or foreign lawyers or even non-lawyers.

- The other party to the requests of interpretation and correction of awards as well as additional awards is granted the right to comment on the said requests within a reasonable period to be determined by the arbitral tribunal (Articles ٣٥, ٣٦ and ٣٧).
- Ad hoc arbitrations hosted by the Cairo Centre shall be subject to the costs of arbitration applied by the Centre, unless the parties agree on a different determination of the arbitrators' fees or on applying other rules in this respect (Article ٣٨/h).
- The ceiling of domestic cases enjoying reduced administrative and arbitrators' fees is raised to one million L.E. instead of ٣٠٠ ٠٠٠ L.E. (Paragraph ٣ of Article ٤٠ bis).
- In case the arbitral tribunal issues an order for the termination of the arbitral proceedings according to one of the causes indicated in paragraphs ١ and ٢ of Article (٣٤), or in case of rendering an arbitral award on agreed terms based on a settlement reached between the parties during the proceedings and before rendering the arbitral award, the administrative and the arbitrators' fees may be reassessed in the light of the proceedings that has been already achieved and in the light of the period elapsed starting the commencement of the proceedings and until its termination or until rendering the arbitral award on agreed terms (Paragraph ٢ of Article ٤٠ bis).

- Some important principles were introduced to the Center's Code of Ethics including the principle according to which any doubts as to the duty to disclose a fact, circumstance or a relationship shall be interpreted in favor of disclosure (Article ٣), the arbitrator shall avoid any act or behavior likely to hinder the deliberation or to delay the settlement of the dispute (Article ٤), the arbitrator shall also avoid superfluous expenses that are likely to increase the costs of arbitration in an unjustified manner (Article ٦) and the provisions of the Center's Code of Ethics shall apply to experts, conciliators and mediators appointed according to its Rules, taking into consideration the nature of their respective missions (Article ٩).

Principles adopted by arbitral tribunals acting under the auspices of CRCICA

١) The consequence of the failure to obtain the approval of the competent minister on the validity of the arbitration clause in administrative contracts disputes:

The Egyptian legislator requires the approval of the competent minister or whoever exercises his powers, in relation to public juridical persons, as a prerequisite for the settlement by arbitration of disputes arising out of administrative contracts. Any delegation with regard to the exercise of such powers is prohibited. Moreover, under the Egyptian law,

the arbitral tribunal has jurisdiction to rule upon all petitions relating to its own jurisdiction including the plea for nullity or absence of the arbitration clause.

It is also acknowledged that in administrative contracts the relationship between the administrative authority and the contracting party is a contractual one based on an agreement between the two parties that creates legal rights. In concluding such administrative contracts, the administrative authority is the party that is responsible for undertaking the relevant procedures leading to the conclusion of the contract, including all necessary announcements, prior approvals, allocating necessary funds and other statutory procedures or approvals.

The administrative authority is, therefore, the party that dominates the procedures of concluding administrative contracts and is, thus, exclusively liable for the satisfaction of such procedures, in the sense that its intentional or neglectful failure to carry out any of the required conditions makes it solely liable for the outcome of such failure, especially if the contracting party has no role to play in satisfying the said conditions. This is logical given the fact that the relationship between both parties is a contractual and not a regulatory one.

The said contracting party should, therefore, be protected and the confidence in the administrative authority should be reliable, especially if it is not possible for such party to be aware, in advance, of whether the administrative authority has satisfied the required administrative procedures or has obtained the necessary approvals.

Based on the above, the condition stipulated in Article (١) of the Arbitration Law, concerning the approval of the competent minister, is exclusively incumbent upon the administrative authority. Indeed, it is inconceivable that the contracting party has a role in this respect, especially if the arbitration clause is inserted in the administrative contract itself or in one of its annexes. The administrative authority, and not the contracting party, is, in fact, the party that is addressed by the required condition, taking into consideration that it is the party that dominates the procedures of concluding the contract and which is responsible for assuring the validity of such procedures usually undertaken in the absence of the other party.

Accordingly, it is not possible to sanction the failure to obtain the competent minister's approval on the arbitration clause by annulling such clause; otherwise, it would be possible for the defaulting party to benefit from its own fault, to the detriment of the other party. This, in fact, is untenable since it violates the basic principles of justice. Furthermore, as a rule, the nullity is conditioned upon the existence of a legal provision, while the legislator did not stipulate in Article (١) of the Arbitration Law that the failure to obtain the competent minister's approval should be sanctioned by the nullity of the arbitration clause. All what could be the consequence in such a case is establishing the administrative (disciplinary) liability of the employee, member of the administrative authority, who is proved to have breached this obligation by failing to seek the approval of the competent minister.

This is already acknowledged in the decisions of the Supreme Administrative Court regarding both the infringements tingeing the

procedures pertaining to the conclusion of contracts by the administrative authority as well as the lack of necessary funds for the performance of the administrative contracts. Such procedures are the internal business of the administrative authority, while the contracting party has nothing to do therewith. Based on the above, the arbitral tribunal considers that the challenge of its jurisdiction is unfounded and is, therefore, rejected.

(Arbitration Case No. 464 of the year 2006, Session dated 2 July 2006)

2) The arbitral tribunal's power to characterize the claims of the parties:

The arbitral tribunal has the power of characterizing the parties' requests according to their purpose; it may decide that the request submitted by one of the parties for the correction of the arbitral award also comprises an interpretation request.

The interpretation request is inadmissible if the operative part of the award is clear without any ambiguity and if the reasons of the award are associated with its operative part in a way that makes such reasons the prerequisites of the conclusion reached by the award and, thus, forming with the latter one and an integral part enjoying *res judicata*.

(Arbitration Award issued on the Request for the correction and the interpretation of the Award rendered in Arbitration Case No. 444 of the year 2005, Session of 30 January 2007)

3) Request for the correction of an award is not a challenge:

The request for the correction of the arbitral award could not be a means of challenging or amending the award or re-discussing the substantive claims already settled by the arbitral award. It is also prohibited that the request aim, at any rate, at re-judging the dispute or some of its aspects in a way that impinges what was decided by the award, and, thus, violates its *res judicata*.

(Arbitration Award issued on the Request for the correction and the interpretation of the Award rendered in Arbitration Case No. 444 of the year 2006, Session of 30 January 2007)

4) The joint stock company is obliged to abide by the provisions of the contract concluded by the founders as a prerequisite for its establishment

The simple contract concluded between the founders of the company as a prerequisite for its establishment is legally applicable thereupon after its establishment. The company is, therefore, obliged to abide by its provisions and to respect the restrictions contained therein.

In spite of the fact that the contract for the joint stock companies is governed by the provisions of the law No. 109 of the year 1981, the capital market law No. 90 of the year 1992 as well as their implementing regulations, the origins of the companies are still initiatively based on consensual agreements whose provisions, as agreed upon by the founders

and the shareholders, are applicable as long as they do not contradict with the imperative provisions stipulated in the said laws.

(Arbitration Award rendered in Arbitration Case No. ٥٠٤ of the year ٢٠٠٦, Session of ١٧/١/٢٠٠٧)

٥) The legislator may for the protection of small shareholders adopt some imperative rules that could not be violated:

The contracts and statutes of the joint stock companies are still deemed consensual agreements concluded and producing their legal effects among the founders and the shareholders upon their agreement, unless the legislator prefers, for the protection of small shareholders, to adopt some imperative rules that could not be violated.

(Arbitration Award rendered in Arbitration Case No. ٥٠٤ of the year ٢٠٠٦, Session of ١٧/١/٢٠٠٧)

Principles adopted by the Court of Appeal

١) Decision rendered in challenge No. ٢٩ of the Judicial year ١٢٢, Cairo Court of Appeal, Chamber (٩١) Commercial, Session of ٢٥/٩/٢٠٠٥)

The failure to object to the extension of the period of the arbitration during the proceedings and until the closure of the hearings is deemed a waiver of the right to object in accordance with Article (٨) of the

Arbitration Law No. ٢٧ of the year ١٩٩٤ as well as an implicit acceptance to extend such period until the last hearing session.

٢) *Decision rendered in challenge No. ٩٣ of the Judicial year ١٢٠, Cairo Court of Appeal, Chamber (٩١) Commercial, Session of ٢٩/١/٢٠٠٦*

It is not possible to seek the annulment of the award due to an error committed by the Arbitral Tribunal in interpreting the provisions of the law, or in comprehending the facts of the case or in considering the documents, or due to the lack of reasoning of the arbitral award, since such causes are not among the causes of setting-aside arbitral awards, as determined by Article (٥٢) of the Arbitration Law.

٣) *Decision rendered in challenge No. ٦٤ of the judicial year ١٢٢, Cairo Court of Appeal, Chamber (٩١) Commercial, Session of ٣٠/٥/٢٠٠٦*

The Arbitrator's written acceptance of his mission is not of public policy; it is rather a regulatory measure. Accordingly, the attendance of the session by the nominated arbitrator is sufficient to consider that there is an implicit acceptance of the said nomination.

٢٠٠٦ CRCICA Events: Briefing Report

١) February ٢٠٠٦:

The WTO at ١٠: The Role of Developing Countries in Negotiations and Dispute Settlement:

For a better integration into the multi-lateral trade system,

WTO at 10 (Cairo) aired a significant

Message to Developing Countries:

organize as many WTO-related training courses as regional capacities and institutional frameworks permit ; ***practice*** the rights developing countries are entitled to within the WTO Context but still have no sufficient knowledge of ; ***exercise*** the right of participation as third parties in WTO disputes.

CRCICA collaborated with the World Trade Organization (WTO) in holding an international celebratory conference entitled: "**The WTO at 10: The Role of Developing Countries in Negotiations and Dispute Settlement**". Held on 11-13 February 2006 at the Arab League Premises, Cairo / Egypt, the Event ranked the fourth in a series of six conferences held in commemoration of the 10th Anniversary of the WTO and its Appellate Body in 2000 and 2006. Having the other five events held in Italy, Brazil, Japan, Australia and the USA, the Cairo Conference marks the only one of its kind in the whole Afro-Asian Region (except East Asia) and CRCICA is honored to be the only arbitral institution chosen by the WTO to organize one of its international celebratory conferences. All prefixed by "The WTO at 10" motto, the six conferences shared common objectives being: *to enhance the understanding of the WTO and its contribution to global governance and bring out regional perspective on the various topics of discussion .*

The Conference witnessed unprecedented participation of senior WTO officials including H.E. Amb. Alejandro Jara, WTO Deputy-Director General and Mr. Hamid Mamdouh, Director of the Trade in

Services Division of the WTO. Eminent international and regional experts on WTO matters also contributed to this historic event from France, Switzerland, Brussels, Germany, Canada, the U.S.A., Lebanon and Egypt in representation of worldwide business, legal and academic communities as well as leading international organizations including the United Nations Economic and Social Commission for Western Asia (UNESCWA), the United Nations Educational, Scientific and Cultural Organization (UNESCO), the Advisory Centre on WTO Law, the World Trade Institute and the European Commission.

The Event was attended approximately by 180 representatives of around thirteen sectors from twenty-one countries being Egypt, Saudi Arabia, Qatar, United Arab Emirates, Kuwait, Bahrain, Jordan, Libya, Lebanon, Yemen, Sudan, Tunisia, Morocco, Nigeria, Cote d'Ivoire, Kenya, Pakistan, Germany, the Netherlands, Canada and the U.S.A.

The conference agenda discussed various topics including, The WTO at 10: From Marrakech to Hong Kong and Beyond", "How Can Developing Countries Participate More Effectively in Trade Negotiations?", "Special and Differential Treatment in the WTO Agreements and its Relationship with the Basic Principles Underlying the Multilateral Trading System", "Developing Countries' Participation in Dispute Settlement Proceedings: Who, What, Why and How?", "The Rules of the game: Can the Dispute Settlement Understanding ("DSU") be Clarified and Improved to Assist Developing Countries?", "Dispute Settlement in Practice—Multilateral Rules on Trade Remedies: Case Study 1- The US- Steel Safeguards dispute", "The EC – Bed Linen dispute",

"The Arab Countries and the Multilateral Trading System" and "The Role of the Appellate Body and its Contribution to the Development of the Law".

The final statement of the Conference brings developing countries close to the fact that amending the WTO Rules in the near future is seen as a definite impossibility and that it is urging for developing countries to organize as many WTO-related training courses as regional capacities and institutional frameworks permit ; practice the rights they are entitled to but still have no sufficient knowledge of and exercise their right of participation as third parties in WTO disputes.

2) March 2006:

The Fourth UN Forum on Online Dispute Resolution & First

*"I don't think I have ever seen
a more organized conference and a more helpful and good natured staff than you
have",*

Prof. Ethan Katsh, Director of the Center for Information Technology and Dispute Resolution , University of Massachusetts, USA ; Head of the UN Expert Group on ODR

*"The preparation and organization (of the Forum)
was at the highest level of professionalism",*

Dr. Robert Whipple, Ed.D., Educational Consultant Specializing in Online Learning and Conflict Resolution

On 22-23 March, CRCICA held the Fourth United Nations Forum on Online Dispute Resolution (ODR) in collaboration with the Centre for Information Technology and Dispute Resolution, University of Massachusetts, USA (CITDR) and the UN Expert Group on ODR. The Forum was held in Cairo under the auspices of his Excellency Dr. Tarek Kamel (Minister of Communication and Information Technology), sponsored by the Information Technology Industry Development Agency ("ITIDA") and held in collaboration with the United Nations Economic and Social Commission for Asia and the Pacific ("UNESCAP"), and the United Nations Commission on International Trade Law ("UNCITRAL"). The Event built on prior meetings in Geneva (2001-2002) under the auspices of the United Nations Economic Council for Europe (UNECE) and in Melbourne (2004) under the auspices of the UNESCAP.

Placed in an internationally vital institutional context as the UN ODR forums are, the Event featured leading ODR experts in the world from Australia, Bahrain, Britain, Canada, China, Egypt, India, Italy, Ireland, Korea, Malta, Nigeria, Sri Lanka, Thailand, and the U.S.A. Forum participants were members of the legal and communication communities in Bahrain, Egypt, Oman, Qatar, Saudi Arabia, Sudan and Yemen.

The Forum agenda provided an overview of the diverse ODR techniques, the prospects of ODR, as well as explored and analyzed the necessity for developing and promoting ODR, especially for developing countries with emphasis on some institutional ODR experiences and ODR applications in the Banking and Financial Sector. The recommendations well reflect

the overtones of Forum discussions; among various other items, they stress the necessity for providing the required regulatory framework for building a truly efficient information society including the enactment of e-signature and information security laws, and consumer protection laws...etc. In another aspect of the recommendation, the importance of establishing ODR Pilot projects is stressed, especially in developing countries to assess the needs of global and local markets, and sustain an open market economy. At last, conferees recommend establishing a global code of conduct for ODR providers based on principles of transparency, neutrality, justice, due process, accountability, and expertise.

As an immediate response to this echoing Forum, CRCICA negotiates a pilot project with ITIDA to build a joint platform for IT disputes between companies (BvB and BvC).

It is noteworthy that the Fifth UN ODR Forum is scheduled to take place in Liverpool / England on April 19-20, 2007. For more information, please access www.odr.info/liverpool.

3) March 2006: 1st International Course on Online Dispute Resolution (ODR) in the Middle East and Africa

On the occasion of holding the Fourth UN Forum in Cairo, CRCICA hosted the 1st International Course on Online Dispute Resolution in the Middle East and Africa on the 2th and 21st of March 2006. The Course

aimed at providing an overview of the diverse aspects of ODR with various applications, case studies and successful models. The course faculty includes eminent members of the UN ODR Expert Group. A video-conference presentation was broadcasted from the School of Information Systems , Victoria University, Australia with compete interaction between the audience in Egypt and the lecturer in Australia.

ε) April 2006 : Seminar on Arbitration in International Administrative Contracts:

The Egyptian State Council approached CRCICA to tailor a seminar for about 100 Council members. Held on 16-18 April under the title "**Arbitration in International Administrative Contracts**", the Seminar was a great success with various in-depth debates among the members of the State Council, academicians and arbitration practitioners regarding the arbitrability of administrative contracts. By the participation of a representative of the French Conseil d'Etat, the theme was developed in an interestingly comparative mode. Various related topics were discussed including an evaluation of the effects of the provisions of the Bilateral Investment Treaties (BITs) on Egyptian state contracts and how the standard permanent offer made by the state in such provision is directly instrumental in steadily increasing the number of ICSID cases against the Egyptian Government regardless of the type of the investment in question and without necessarily having any contractual relation with the claiming investor. This was presented within the course of a detailed CRCICA Survey under the title **Quo Vadis Egyptian State Contracts and ICSID**. The Seminar was concluded by panel presentation of a

hypothetical case featuring almost all problematic issues likely to arise in state contracts arbitrations.

Upon the tremendous success of the Seminar, there are plans and proposals to organize similar ones for the esteemed members of the judiciary on the local and regional levels.

٥) May ٢٠٠٦ : International Seminar on: "Managing Risks in International Oil and Gas Contracts":

"The great turn out and the excellent organization of the seminar reflected the high level of professionalism and dedication (CRCICA Staff has)"

Walid Hegazy, Foreign Consultant, Fulbright & Jaworski L.L.P.

The Cairo Regional Centre for International Commercial Arbitration (CRCICA) organized in collaboration with the International Firm Fulbright & Jaworski L.L.P. and the Egyptian Ministry of Petroleum a Seminar on "Managing Risks in International Oil and Gas Contracts" during the period of ٢٢-٢٣ May ٢٠٠٦ in Cairo, Egypt. The Seminar discussed various topics including, "Project Risk Management", "Oil and Gas Contracts", "Arbitration in Oil and Gas Contracts" and "Minimizing Arbitration Risks".

٦) November ٢٠٠٦: The Protection of the Hispano-Arab Expanding Trade and Investment

In reflecting on the outcomes of the Conference,

Prof. Bernardo M. Cremades,

President of the Spanish Court of Arbitration gave the following
declaration :

The echoes are unanimously positive and prove the general enthusiasm aroused by the conference. I am confident that the consequences in terms of investments between the Arab World and Spain as well as regarding the promotion of international arbitration will be numerous

On November, the 13th and the 14th , CRCICA Events 2006 crossed the Mediterranean to the beautiful City of Madrid where **"The Protection of the Hispano-Arab Expanding Trade and Investment"** was extensively probed into in a structurally impressive debates between Arab and Spanish speakers. This historic Event was organized by the Arab Union of International Arbitration (AUIA), CRCICA, being the seat of the AUIA, the Spanish Court of Arbitration, the Real Instituto Elcano and the Higher Council for Spanish Chambers of Commerce, Industry and Navigation.

The agenda featured a wide range of topics of vital significance to the Arab-Spanish trade and investment including: the major trends in Hispano-Arab trade and investment, the settlement of Spanish-Arab commercial and investment disputes, fundamental law and constitutional guarantees, disputes arising in connection with national resources, transnational public policy and finally judicial protection of the arbitral settlement of business disputes.

The recommendations of the Conference provides a balanced approach towards the promotion of Hispano-Arab investment, trade and arbitration relations including a call for all authorities in Arab Countries and Spain to

facilitate all procedures related to Hispano-Arab investments with a prospect to *free* such procedures from all constraints and bureaucracies, *cooperate* in the settlement of disputes through suitable procedures and *study* formulating mutual provisions for international commercial arbitration.

Topics were approached in a bilateral fashion between Spanish and Arab Speakers, the latter having been chosen from the twelve Arab Countries enjoying significant trade and investment relations with Spain, these are Egypt, Qatar, Saudi Arabia, Lebanon, Tunisia, Morocco, Kuwait, Emirates, Algeria, Bahrain, Libya and Jordan. Beside the Spanish audience, the Conference was attended by representatives of 10 Arab Countries.

V) December 2006: Tailored Training of Iraqi Governmental Officials:

The American-Iraqi Chamber of Commerce approached CRCICA to design a training program for some senior Iraqi governmental officials from the ministries of Trade, Petroleum, Agriculture, Transport, Industry and Communication, the Iraqi Federation of Industries, Federation of Chambers of Commerce and finally the Iraqi Consultancy Council (*Majlis Al Shuraa*). This CRCICA Training Course is taken to be the official baseline necessary for building local capacities to establish an Iraqi Arbitration Centre as well as to draft an arbitration law for Iraq. With this background, the program featured two main themes: The Law of Arbitration and The establishment and Rules of Arbitration Centres,

each of which was developed into various illustrative sub-topics with a comprehensive tackling of both the theory and practice of arbitration.

Λ) December 2006: UNCITRAL Arbitration Rules:

30 Years and Beyond

...Revision of the Rules in Response to Emerging Users' Needs

**UNCITRAL Secretary to conferees
and to all members of the arbitration community in the
region:**

*I invite you all to submit your comments on the net-based UNCITRAL doc.
Revision of the UNCITRAL Arbitration Rules (A/CN.4/WG.II/WP.140-144)*

*either to CRCICA (in its capacity as an international observer
organization to the UNCITRAL meetings)
or to your respective governments*

For more than quarter of a century, CRCICA has opened up a regional gateway for the UNCITRAL works and has taken the Model Arbitration Rules as its very own constitution in the administration of international arbitration. In its capacity as the leading arbitration institution in the region, CRCICA has managed to promote the institutional use of the Model Rules in a number of Arab arbitration centres or arbitration-centres-to-be in Yemen, Morocco , Palestine and most recently Iraq.

Now as the Rules soar up a higher pinnacle with so many promising changes appearing far in the horizon, CRCICA is regionally bound to step in and place the international vision into full vivacity in such an important part of the world of trade and business as the Arab Region is.

Out of this perspective, CRCICA held an international conference on: **UNCITRAL Arbitration Rules : ۳۰ Years and Beyond ... Revision of the Rules in Response to Emerging Users' Needs** on ۱۶-۱۷ December in collaboration with the UNCITRAL, the International Federation of Commercial Arbitration Institutions (IFCAI), the Arab League, the Arab Union of International Arbitration (AUIA) and the Saudi Arbitration Group. One-fifty participants were in attendance from Egypt, Tunisia, United Arab Emirates, Syria, Iraq, Saudi Arabia, Lebanon, Palestine, Sudan, Yemen, Qatar, Morocco and Kuwait.

The Event caught responsive chords with other international initiatives as two similar celebratory conferences were held in Vienna (April ۲۰۰۶) and Kuala Lumpur (November ۲۰۰۶).

The Cairo agenda was structured to present important experiences and case law related to the application of the UNCITRAL Arbitration Rules and in-depth discussions of the proposed revision thereof. This was rendered in a cross-cultural context inter-mixing international experiences and prospects with their regional counterparts. The program lent quite a considerable portion to the institutional application of the UNCITRAL Arbitration Rules by the American Arbitration Association (AAA), the Permanent Court of Arbitration (PCA), the Stockholm Arbitration Institute and the Cairo Arbitration Centre.

Full reports covering the above-mentioned conferences and seminars are available on: www.crcica.org.eg

CRCICA contributed to the Second International Symposium
on Managing Commercial Dispute Resolution Centres
(Chamonix II)

Chamonix, France

17-19 May 2007

The International Trade Centre (ITC), a technical cooperation agency of the United Nations Conference on Trade and Development (UNCTAD) and the World Trade Organization (WTO) for operational, enterprise-oriented aspects of trade development, organized the second International Symposium on Managing Commercial Dispute Resolution Centres in Chamonix, France.

The Symposium focused on the management of both mediation and arbitration services at the national level giving due attention to young centres in developing economies. The Symposium provided a golden opportunity for information exchange, mutual interaction, and potential cooperation amongst dispute resolution centres world-wide. Time was provided for one-to-one meetings between centres, which strengthened regional and international dialogue and enabled momentous exchange of ideas and experiences.

The Symposium was very successful with more than ninety dispute resolution centres from all-over the world participating. The Cairo Regional Centre for International Commercial Arbitration (CRCICA) was represented at the Symposium by **Dr. Mohamed S. Abdel Wahab**, whose well-received working paper has focused on the prospects and

feasibility of online dispute resolution services. Dr. Abdel Wahab's presentation identified the technological, cultural, and legal risks and barriers to implementation and diffusion of online dispute resolution services in Egypt and developing economies, and outlined the ongoing efforts to boost connectivity, enact cyber laws, raise awareness and ICT literacy, and build e-trust. Furthermore, a proposal for gradual phase development was submitted, and a vision of building an Egyptian ODR platform for sector-specific disputes (such as IT related disputes) was depicted. It was further ascertained that the CRCICA is on the verge of implementing an ODR pilot project and introducing expedited dispute resolution rules for the ICT sector.

The presentation triggered a lot of discussions and many dispute resolution centres expressed their willingness and interest to collaborate with the CRCICA on future projects and events, which boosted the well-deserved image of the CRCICA as a distinguished transnational dispute resolution institution. Moreover, this importance of this new dimension in dispute resolution services was emphasized in the final Symposium Report.

Owing to the success of the Symposium, which was a truly memorable and enriching experience, the third symposium "Chamonix III" is scheduled to take place in ۲۰۰۸.

June 2006 :

CRCICA co-organized a US Rule of Law Forum

The Southern Methodist University (SMU) School of Law approached CRCICA to organize a Rule of Law Forum for an Egyptian delegation of senior governmental officials, Parliamentarians and business leaders. In June 2006, the Delegation visited the United States for a week of meetings with U.S. leaders and visits for some significant American institutions, including a meeting with the U.S. Attorney General, another with the White House Counsel, visits for the Supreme Court Building and the Federal Reserve Bank.

The Rule of Law Forum for Egypt ranked the fourth in a series of similar forums for Oman, Bahrain, Brunei and other countries, all organized in partnership with Senator Kay Bailey Hutchinson and the State Department.

Participants became familiar with the rule of law, as it exists in the United States as well as with key individuals, institutions and systems in place in the United States as indicated by Senator Hutchinson. The rule of law involves four basic requirements: equality under the law; a respect for individual rights; an independent and honest judiciary; and transparent court proceedings. According to Senator Hutchinson, the delegates return to their countries with a much greater depth of knowledge about the rule of law concept as existing in the United States.

The Forum for Egyptian Delegates was a great success, and Dean J. Attanasio's kind words of appreciation addressed to CRCICA Director: *"without your help we wouldn't have been able to accomplish what we have"*, sums up the organizational role CRCICA took over to help make the Forum a success.

UN approves CRCICA Remarks on New Egyptian Model BIT

Upon the request of the Egyptian Ministry of Investment, the Cairo Centre participated in two workshops held in Cairo on 12-13 December 2006 and 18-19 February 2007 in cooperation with the United Nations Conference on Trade and Development (UNCTAD) in view of discussing the adoption of a model Egyptian bilateral Investment Treaty ("BIT").

The Cairo Centre submitted remarks on the UNCTAD's drafting suggestions for a new Egyptian model BIT on the light of the position of the existing Egyptian BITs with special emphasis on the dispute settlement provisions stipulated therein.

Such Comments were discussed, approved and shall be integrated in the final version of the proposed model.

Future Projects

• CRCICA will :

⇒ **launch** its Fellowship Program in ٢٠٠٨. More Details will be available as of April ٢٠٠٦ ;

⇒ **soon finalize** its round table discussions on the current Egyptian Arbitration Law no ٢٧/١٩٩٤. The Cairo Centre's observations and proposed amendments will be then processed to legislative authorities in Egypt ;

⇒ **implement** an ODR pilot project and introduce expedited dispute resolution rules for the ICT sector and ;

⇒ **lay out a project** to institutionalize relations with the World Trade Organization in order to organize regular WTO training course by the official support and contribution of the WTO and other international trade law organizations.

- **Project objective:** to Mainstream the WTO, skills and culture into the wellbeing of the region, law and economy ;
- **Target region:** CRCICA functions on a wide-regional scale that extends to include all the Afro-Asian Region.
- **Scope of project:** The project targets the implementation of various CRCICA-initiated WTO activities including:
 ١. Holding all types of official WTO Training Courses
 ٢. Conducting Distance Learning WTO Education
 ٣. Providing E-Training to promote the use of the WTO computer-based

training modules (CBTs)

ε. Creating enquiry Points to deal with WTO concerns.

CRCICA hereby calls upon all AALCO member states and centers to send their training requirements in the field of WTO agreements.

CRCICA Future Events in ٢٠٠٧ and beyond*

Date	Event	Co-organizers
١-٢ April ٢٠٠٧, Cairo, Egypt	Training Program on the Practical Use of FIDIC Contracts	Federation Internationale Des Ingenieurs Conseils (FIDIC); Egyptian Society for Consulting Engineers (ESCONE)
٣-٥ April ٢٠٠٧, Cairo, Egypt	Construction Arbitration Training Course	
٢٢-٢٤ April ٢٠٠٧, Amman, Jordan	International Entry Course leading to the Membership of the Chartered Institute of Arbitrators CIArb	Cairo Branch of the Chartered Institute of Arbitrators; Jordanian Engineers Syndicate; Jordanian Engineers Training Centre
٦ May ٢٠٠٧, Cairo, Egypt	Arbitration in Trade and Investment Disputes	Egyptian British Chamber of Commerce (EBCC); Wilmer Hale Law Firm
٧ May ٢٠٠٧, Cairo, Egypt	Workshop on Drafting the Arbitration Agreement Workshop	Egyptian British Chamber of Commerce (EBCC); Wilmer Hale Law Firm
١٤-١٥ May ٢٠٠٧, Saudi Arabia	International Conference on Settlement of Disputes under WTO	World Trade Organization (WTO); Wahib Lami Law Firm (Saudi Arabia)
May/June	Arbitration Training Workshop	United Nations Conference on Trade and Development (UNCTAD) United Nations Commission on International Trade Law (UNCITRAL)
٤-٦ September	Biennial Conference of the Arab Union of	Arab Union of International Arbitration

۲۰۰۷, Amman, Jordan	International Arbitration (AUIA)	(AUIA); Jordanian Law and Arbitration Centre
۱۷-۱۹ November ۲۰۰۷, Cairo (To be confirmed)	International Conference on UN Convention on Use of E-Commerce in International Contracts	The United Nations Commission on International Trade Law (UNCITRAL)
۱۳-۱۷ December ۲۰۰۷, Cairo, Egypt	Advocacy in International Arbitration	The School of International Arbitration (SIA), Queen Mary University of London, UK
June ۲۰۰۸	The New York Convention : ۰۰ Years of Applications	The United Nations Commission on International Trade Law (UNCITRAL)

Brief News:

- As of January ۲۰۰۶, Dr. Mohamed Aboul-Enein, CRCICA Director, was elected as member of the Board of the Arbitration Institute of the Stockholm Chamber of Commerce (SCC).
- As of January, ۲۰۰۷, he was re-elected as member of the Board of Trustees of the Chartered Institute of Arbitrators (CI Arb) for the Middle East/Indian Sub-continent Region.
- In ۲۰۰۶, CRCICA concluded four new cooperation agreements with the Polish Chamber of Commerce; the International Commercial Arbitration Court of Azerbaijan (ICAC) ; the Sudanese Association of Legal Counsels and finally the Information Technology Industry Development Agency (ITIDA) of the Egyptian Ministry of Communications.
- In January ۲۰۰۷, three new international members joined the CRCICA Board of Trustees; Mrs. Tinuade Oyekunie (Nigeria), Dr, Georges Abi Saab (Geneva) and Dr. Fouad Abdel Moneim Riad (Egypt). It is worth noting that CRCICA Board of Trustees composes eminent members of the international and Afro-Asian

arbitration community from Egypt, Morocco, Saudi Arabia, Jordan,
Lebanon, Kuwait, Japan, China, Nigeria and Geneva.