



مركز أبوظبي للتوفيق والتحكيم التجاري  
Abu Dhabi Commercial Conciliation & Arbitration Center

# PROCEDURAL REGULATIONS OF ARBITRATION





مركز أبوظبي للتوفيق والتحكيم التجاري  
Abu Dhabi Commercial Conciliation & Arbitration Center

## PROCEDURAL REGULATIONS OF ARBITRATION

## Table of Contents

Article	Page
Model Arbitration Clause .....	6
Definitions and Preliminary Provisions .....	6
Article (1): Definitions .....	6
Article (2): Scope of Application .....	6
Article (3): Representation of Parties .....	7
Article (4): Notices, Correspondence and Time Limits .....	7
Initiating the Arbitration Proceedings.....	8
Article (5): Arbitration Request .....	8
Article (6): Response to Request: Counterclaim .....	9
Article (7): Effect of Arbitration Agreement .....	11
Formation of Arbitration Panel.....	12
Article (8): Number of Arbitrators .....	12
Article (9): Appointment of Arbitrators .....	12
Article (10): Neutrality and Independence .....	13
Article (11): Challenge and Objection to Arbitrators .....	14
Article (12): Replacement of Arbitrators.....	15
Article (13): Transmission of File to Arbitration Panel .....	15
Procedures of the Arbitration Case .....	16
Article (14): General Provisions .....	16
Article (15): Rules governing the Proceedings .....	16
Article (16): Rules applicable to the Subject-Matter of Dispute....	16
Article (17): Venue of Arbitration .....	17
Article (18): Arbitration Language .....	17
Article (19): Claimant's Memorandum .....	18
Article (20): Respondent's Defense Memorandum .....	18
Article (21): New Claims and Amendments of Claims.....	19
Article (22): Competence of Arbitration Panel .....	19
Article (23) Burden of Proof and Evidence .....	20
Article (24): Pleading Sessions .....	20
Article (25): Provisional and Precautionary Measures.....	21
Article (26): Waiver of Right to Invoke Rules .....	22

Article	Page
Arbitration Awards .....	22
Article (27): Time Limit for Issuing Arbitration Awards .....	22
Article (28): Issuing of Arbitration Awards.....	23
Article (29): Correcting and Interpreting Arbitration Awards....	24
Article (30): Omission of Claims and Additional Award .....	25
Article (31): Termination of Proceedings following Settlement....	25
Miscellaneous Provisions .....	25
Article (32): Exclusion of Responsibility .....	25
Article (33): Confidentiality .....	26
Article (34): The Committee’s General Competence .....	26
Fees and Remuneration .....	26
Article (35): Affiliation Fee .....	26
Article (36): Fee for Registering Arbitration Cases .....	26
Article (37): Determining Arbitration Fees .....	27
Article (38) Proportional Fee for the Centre .....	27
Article (39): Depositing Fees and Proportional Fee .....	27
Transitional Provisions: .....	28
Articles (40) to (42): Tables of Arbitration Panel Fees .....	28
Article (43): Table of Fees for Arbitration Panel of Three Arbitrators ...	29
Article (44): Table of Fees for Arbitration Panel of Sole Arbitrator....	29

## Model Arbitration Clause

It is recommended by the Abu Dhabi Commercial Conciliation and Arbitration Centre (ADCCAC) that parties desirous of resorting to arbitration to incorporate into their contracts and agreements the following model arbitration clause:

“Any dispute arising out of or related in any manner to the execution, interpretation or termination of this contract shall be finally resolved by means of arbitration in accordance with the Rules of Arbitration of Abu Dhabi Commercial Conciliation & Arbitration Centre (ADCCAC)”.

## Definitions and Preliminary Provisions

### Article 1

#### Definitions

In the application of these rules, the following phrases and words shall have the meanings stated opposite each of them unless the context provides otherwise:

**The Centre:** Abu Dhabi Commercial Conciliation and Arbitration (ADCCAC);

**The Regulations:** The Centre’s Procedural Regulations of Arbitration;

**The Centre Rules or Rules:** The rules provided by the Procedural Regulations of Arbitration of the Centre;

**Arbitration Agreement:** The written agreement of the parties to resort to arbitration made either prior to the emergence of a dispute (the arbitration clause) or thereafter (the arbitration compromise);

**The Committee:** The body in the Centre which is in charge of administering commercial arbitration cases;

**The Director:** The director of the Centre;

**The Claimant:** The party requesting arbitration and who may be one or more;

**The Respondent:** The party against whom the arbitration is instituted and who may be one or more;

**The Arbitration Panel or Panel:** A sole arbitrator or an odd number of arbitrators in charge of adjudicating upon a dispute referred to arbitration.

## **Article 2**

### **Scope of Application**

1. The Centre Rules shall apply if the parties agree in writing to refer their current or future disputes to arbitration at the Centre in accordance with the Centre Rules. By such an agreement the parties consent to subject the arbitration to the Centre Rules applicable on the date of commencing the arbitration proceedings as such Rules may be amended from time to time unless the parties agree otherwise.
2. The parties may agree upon arbitration at the Centre in accordance with any other procedural rules, and in this case, the Centre Rules shall be complementary to those agreed between the parties.

## **Article 3**

### **Representation of Parties**

The parties may at any stage select those who shall act for them, drawn from among lawyers or others, whose names, addresses and means of communicating with them shall be specified. Notification thereof in writing shall be sent to both the Centre and the other party.

## **Article 4**

### **Notices, Correspondence and Time Limits**

1. Correspondence to and from the Centre shall be addressed in the name of the Director.
2. The parties shall submit to the Centre copies of all written notices, correspondence and documents attached thereto, as per the number of the parties, the Arbitrators and the Centre.
3. Following the Centre's notification of the parties of the formation of the Panel, all correspondence shall be made directly between the Panel and the parties, with copies thereof being simultaneously sent to the Centre.
4. Notices, correspondence and documents enclosed therewith shall be sent to those required to be notified or to those representing them at the

addresses indicated by them. Delivery shall be made by any means of communication that provides written proof thereof, such as registered or personal mail, fax, telex, e-mail or any other means.

5. Notification of notices, correspondence and documents enclosed therewith shall be valid if delivered personally to those required to be notified wherever they are, or to those representing them at the addresses indicated by them. If notification of a party at the given address cannot be effected, it shall be served at that party's regular place of residence, workplace or mailing address. If it is still not possible to reach any of such addresses following necessary investigation, such notification shall be delivered at the last known place of residence, workplace or address of the party to be notified; and such notification shall be by any means which provides written proof that it effectively took place.
6. Dates and periods provided for in the Rules shall be calculated as from the day following that on which notification is considered as completed according to the provisions of the foregoing paragraphs 4 and 5. If the date on which notification has been served happens to be an official holiday or non-working day at the addressee's place of residence, headquarters or place of work, the period shall start to run from the first official working day following the date of notification. Official holidays or non-working days falling within the time period shall be counted as ordinary days. However, if the last day of the period is an official holiday or a non-working day at the addressee's residence or place of work, the prescribed period shall come to a close with the end of the first official working day following thereafter.

## **Initiating the Arbitration Proceedings**

### **Article 5**

#### **Arbitration Request**

1. The Claimant shall submit an arbitration request to the Centre, enclosing therewith as many copies of documents and relevant supporting materials as those mentioned in paragraph 2 of Article 4.

2. The arbitration request shall particularly include the following:
  - a) The name and capacity of each party to the dispute, its address, telephone and fax numbers, e-mail address, in addition to other communication addresses related to that party and to those representing it;
  - b) Reference made to the arbitration agreement upon which the request relies and which indicates prima facie that the dispute falls within its scope.
  - c) Reference to the legal relationship under which the dispute emerged or relates thereto;
  - d) Setting forth a summary of the nature and circumstances of the dispute justifying submission of the request;
  - e) Specifying the demands made by the Claimant and indicating the amount or amounts claimed;
  - f) Any information concerning the number of the arbitrators and their appointment in accordance with Articles 8 and 9;
  - g) Any remarks on the venue and language of arbitration, along with the applicable legal rules; and
  - h) The arbitration request may also include the opening Memorandum referred to in Article 19.
3. The Claimant shall pay the registration fee prescribed in Article 36 and the Centre shall enter the request in its records. In case of non-payment, the request shall be withheld without prejudice to the Claimant's right to file a new request.
4. The Centre shall serve the Respondent with a copy of the Request, as well as with all materials and documents for responding thereto.
5. The date of the registration of the request with the Centre shall be considered commencement of the arbitration proceedings.

## **Article 6**

### **Response to Request; Counterclaims**

1. The Respondent shall submit its response to the arbitration request within twenty-one (21) days

from the date of receiving the Request, provided that such a response should include the following:

- a) The Respondent's full name, capacity, address, telephone and fax numbers, e-mail address, in addition to other communication addresses related to the Respondent and the representative thereof;
  - b) The Respondent's preliminary defense with relevant supporting evidence;
  - c) Any objection concerning the validity or applicability of the arbitration agreement;
  - d) Any remarks regarding the number and selection of arbitrators in view of the suggestions submitted by the Claimant, and in accordance with the provisions of Articles 8 and 9, in case these issues have not been already agreed upon by the parties, together with the name of the Arbitrator appointed by him according to Article 9 paragraph 3;
  - e) Any remarks regarding the venue and language of arbitration, as well as the legal applicable rules;
  - f) The Respondent may submit with the response counterclaims or opposing demands associated with the dispute. It is also permissible to do so at a later date, if delay is deemed justifiable by the Panel at its own discretion. The counterclaims or the opposing demands shall set forth the nature of the dispute, circumstances giving rise to it and the amounts being counterclaimed.
2. The Respondent's failure to respond to the arbitration request or to designate its own arbitrator within the appointed period shall not prevent initiating the arbitration proceedings and the appointment of the Panel. If the arbitration agreement provides for the parties to designate their own respective arbitrators, failure on the part of the Respondent to do so within the required period shall be deemed a waiver of the right prescribed for the Respondent to designate its said arbitrator.
  3. The Centre's Director may grant the Respondent a maximum additional period of fourteen (14) days to submit the response, counterclaims or remarks; and if the Respondent fails to do so, the Centre shall exercise its mandate and complete the procedure

for appointing the Panel.

4. The Respondent shall pay the fee for filing the counterclaim at the time of its submission; and in case of non-payment, the counterclaim shall be withheld, without prejudice to the Respondent's right of resubmission.
5. The Centre shall serve the Claimant with a copy of the Respondent's response, together with any counterclaim duly filed, all as well as materials and documents submitted by the Respondent.

## **Article 7**

### **Effect of Arbitration Agreement**

1. The arbitration clause shall be deemed to be an agreement independent from the other terms and conditions of the contract, unless the parties have agreed otherwise. If the arbitration clause is valid per se, the annulment, revocation or termination of the contract which included the said arbitration clause shall not affect its validity. The Panel shall remain competent to adjudicate upon the parties' demands even if the contract is considered or declared annulled, revoked or terminated.
2. If one of the parties raises one or more objections regarding the existence or validity of the arbitration agreement or of its content or the scope of its application the Committee may conduct a prima facie review of the documents, and decide either to continue the arbitration proceedings and the formation of an arbitral panel that will undertake adjudication upon the objections related to its own competence as provided for in Article 22 of the Rules or decide not to proceed with the arbitration, and to inform the parties of such ruling. In this case, the parties can resort to the competent judicial court to adjudicate upon the issue of whether arbitration can take place.

## **Formation of Arbitration Panel**

### **Article 8**

#### **Number of Arbitrators**

1. The Panel shall be formed by agreement between the parties , either with a sole arbitrator, or with several arbitrators, provided that, in the later case the number of the arbitrators shall be an odd number.
2. Subject to paragraph 1 of this Article, if the parties do not agree upon the number of arbitrators, the Centre shall appoint a sole arbitrator unless it appears to the Centre that, due to the amount or the nature of the dispute, or the circumstances thereof more than one arbitrator should be appointed.

### **Article 9**

#### **Appointment of Arbitrators**

1. The arbitrators shall be appointed by agreement of the parties. However, if the parties fail to agree upon their appointment, the arbitrators shall be appointed according to the Rules.
2. If the parties agree that the Panel shall be formed with a sole arbitrator, they shall designate such a sole arbitrator within a maximum period of fourteen (14) days from the date on which the Respondent has been notified of the arbitration request as provided for in Article 4 paragraph 4. Should the parties fail to do so within the aforesaid period or within the additional grace period which may be granted to them by the Director, the sole arbitrator shall be appointed by the said Director.
3. If the parties agree that the Panel be formed with three arbitrators, each Party shall nominate one arbitrator on its behalf within a maximum period of fourteen (14) days from the date on which the Respondent was notified of the Arbitration Request in accordance with Article 4 paragraph 4. Should one the parties fail to do so, the Director shall take charge of the matter, and the following Rules shall apply with regard to the appointment of the chair person to preside over the Arbitration Panel:

- a) If the parties agree upon a given procedure for appointing the president of the Arbitration Panel, such a procedure shall be followed;
  - b) In the absence of agreement upon a given procedure, the arbitrators appointed by the two parties shall appoint the third arbitrator who shall chair the Panel of three; and
  - c) Should the two appointed arbitrators fail to agree upon naming the third presiding arbitrator within fourteen (14) days from the date on which the last of the two arbitrators was appointed or from the expiry date of the additional grace period which may be granted by the Director to the parties, the third arbitrator shall be appointed by the said Director.
4. In the application of this Article, the existence of multiple Claimants shall be treated alike as one party, in the sense that they shall mutually reach a consensus on the nomination of one arbitrator, and the same shall apply to cases of multiple Respondents.
5. In appointing the arbitrators, the Centre shall take into account the terms agreed upon by the parties and the considerations that will ensure the appointment of an arbitrator who is suitable to the nature and circumstances of the dispute as well as meeting the requirements of neutrality and independence.

## **Article 10**

### **Neutrality and Independence**

The individual nominated as an arbitrator shall indicate in writing his acceptance or otherwise of the nomination and raise any facts which might affect his neutrality or independence. Equally, following his appointment, and throughout the exercise of his duties, the arbitrator shall disclose to the parties without delay the existence of any circumstance the nature of which may affect his neutrality or independence, unless the same has previously been disclosed upon his appointment.

## Article 11

### Challenge and Objection to Arbitrators

1. The arbitrator shall not be challenged unless circumstances arise raising justifiable doubts over his neutrality or independence or if the arbitrator proves to be lacking in qualifications required and which the parties have jointly agreed upon beforehand.
2. No party may challenge the arbitrator appointed or co-appointed by it, unless the reason for such challenge became known after the appointment.
3. A challenge request shall be submitted to the Director stating the reasons for it and accompanied by supporting documents and evidence, within a period of fourteen (14) days from the date of the challenging Party being advised of the arbitrator's appointment or from the date the applicant for the challenge becoming aware of the circumstances justifying its request. In this case, the Director shall notify the other party, the concerned arbitrator and the remaining members of the Panel of the challenge.
4. If the concerned arbitrator does not step down, he shall submit his observations to the Director within a period of ten (10) days from the date on which he receives the challenge notice. The parties shall also submit their observations within that period. The request and observations shall be reported to the Committee for decision on the matter within a period of fourteen (14) days.
5. Neither the arbitrator's renunciation of his mission nor the two parties' consent to terminate such a mission shall be deemed a declaration of the validity of any reason for the challenge.
6. Submitting a challenge request shall not result in a cessation of the arbitration proceedings. If a challenge of an arbitrator is accepted, the arbitration proceedings subsequent to the date of filing the challenge and in which the challenged arbitrator participated – including issuing the arbitration award – shall be considered as null and void and as not having taken place.

## **Article 12**

### **Replacement of Arbitrators**

1. An arbitrator shall be replaced by another in the course of arbitration proceedings in the event of death, renunciation or upon the parties' agreement to dismiss him or upon the Committee's acceptance of his challenge in accordance with the previous Article, or upon terminating his task pursuant to the following paragraph.
2. If the arbitrator cannot undertake his mission or begin to exercise it or if he discontinues its performance in a manner resulting in unjustifiable delay and if he does not step down or if the parties' agree to dismiss him, the Committee may terminate his assignment at the request of either the Director or one of the parties, after considering the comments of the said arbitrator and the other parties or either of them.
3. Upon the replacement of the arbitrator for reasons other than his being challenged, the Committee may, as it deems appropriate, determine the amount of fees and expenses, if any, to be paid to him in return for his services.
4. If the task of the arbitrator comes to an end due to his renunciation of the assignment or his being challenged or to his dismissal or to any other reason, the Director shall have discretionary authority over whether or not to follow the procedure and original periods of grace for appointing arbitrators provided for in Article 9.
5. Once reconstituted and having considered the parties' remarks, the Panel shall decide upon the imperativeness and/or limits of repeating all or some of the previous proceedings undertaken before the reconstitution of the Arbitration Panel.

## **Article 13**

### **Transmission of File to Arbitration Panel**

Without prejudice to the provisions of Article 39 of the Regulations, the Centre shall send a copy of the case file to the Panel as soon as it has been formed.

## **Procedures of the Arbitration Case**

### **Article 14**

#### **General Provisions**

1. Without prejudice to the provisions of the Rules or any rules that ought to be applied, the Arbitration Panel shall apply the arbitration procedures in the way it deems, in its own discretion, to be appropriate, provided that the parties shall be treated on an equal footing and that each Party is given full opportunity throughout the various stages of the proceedings to present its case.
2. All decisions relating to matters of procedure shall be entrusted to the presiding chairman of the Panel or to one of its other two members if delegated by the Panel for that purpose.
3. A copy of all memos, documents or information addressed to the Arbitration Panel shall be simultaneously sent to the parties.

### **Article 15**

#### **Rules Governing the Procedure**

The procedure followed by the Panel shall be subject to rules agreed upon by the parties; and in the absence of such rules in relation to a given issue, the procedure shall be governed by the provisions of the Rules and the Regulations. In the absence of any such rules or rule, the Panel shall determine which rule shall be followed.

### **Article 16**

#### **Rules Applicable to the Subject-Matter of Dispute**

1. The Panel shall apply to the merits of the issue in dispute the rules agreed upon by the parties. If the two parties consent to the application of the law of a given country, the substantive rules of that country shall be applied, excluding those related to the conflict of laws, unless otherwise agreed.
2. If the two parties do not agree upon the legal rules that should be applied to the merits of the issues in dispute, the Panel shall apply the substantive rules of the law which it considers has the closest connection with the dispute.

3. In all cases, the Panel shall decide the dispute in accordance with the terms of the contract, and take into consideration the related applicable commercial customs.
4. The Panel shall not rule upon the dispute in its capacity as amiable compositeur or in accordance with equitable principles unless the parties have expressly agreed to grant such authority to the Panel.

### **Article 17**

#### **Venue of Arbitration**

1. If the parties have not agreed upon a place where the arbitration shall be conducted, the place of arbitration shall be in the Emirate of Abu Dhabi, unless another venue has been specified by the Committee taking into consideration all arbitration-related issues and circumstances, including the observations of the parties.
2. The Panel may, after consultation with the parties, hold certain sessions at a place other than the Emirate of Abu Dhabi which, in its own discretion, it deems appropriate. It may also hold deliberations amongst its members at any venue deemed appropriate taking into account the circumstance of the arbitration.
3. In all cases, the arbitral award shall be deemed issued at the venue of arbitration.

### **Article 18**

#### **Arbitration Language**

1. The arbitration proceedings shall be conducted in Arabic, unless the parties agree otherwise.
2. The panel may decide that documents submitted in languages other than that of arbitration shall be wholly or partly translated into the arbitration language.
3. In case of conducting the arbitration in Arabic, the arbitration award must be passed in the very same Arabic language.
4. In case the arbitration is conducted in a language

other than Arabic, the arbitration award must be given in such language along with the relevant Arabic translation, unless the parties agreed upon something otherwise.

## **Article 19**

### **Claimant's Memorandum**

1. In case the request for arbitration has not included the Claimant's memorandum, the Claimant shall submit its memorandum at the opening of proceedings in writing, enclosing a copy of the arbitration agreement. This Memorial shall be submitted to the Panel, to the Respondent, as well as to the Centre within the period fixed by the Panel.
2. The said memorandum shall include the names, titles, addresses and capacities of the parties, the facts and claims, and the Claimant may attach thereto the relevant documents and refer to those documents and the elements of evidence it intends to produce.
3. If the Claimant does not submit its case-related memorandum without a justifiable excuse, the Panel may decide not to proceed with the case unless the Respondent has a legitimate interest to continue its adjudication.

## **Article 20**

### **Respondent's Defense Memorandum**

1. Unless the Response to the arbitration request includes the Respondent's entire defense, the Respondent shall submit its defense brief in writing to the Panel, to the Claimant, as well as to the Centre within the period of time fixed by the Panel.
2. The Respondent's defense shall include the reply to the arbitration request and the Claimant's memorandum, attaching thereto the relevant supporting documents and shall refer to the documents and/or the elements of evidence the Respondent intends to produce.
3. The Respondent may lodge a counterclaim, either together with the defense or at a subsequent stage

of the proceedings, if the Panel deems it appropriate to permit such delay.

4. If the Respondent submits a counterclaim, the provisions of paragraph 2 of Article 19 shall be taken into consideration.

## **Article 21**

### **New Claims and Amendments of Claims**

1. After submission of the Claimant's memorandum and the Respondent's defense memorandum and counterclaim, the parties shall not be entitled to introduce new original claims or counterclaims unless agreed by the Panel, taking into account the nature of the new submissions and the phase which the arbitration proceedings have attained, as well as any other pertinent circumstances.
2. The parties may amend their respective claims or add new ones during the progress of arbitration proceedings unless the Panel decides not to allow such amendments in view of the considerations referred to in the preceding paragraph of this Article.

## **Article 22**

### **Competence of Arbitration Panel**

1. The Panel shall decide upon pleas relating to its competence, including those objections based upon the non-existence of an arbitration agreement, its extinction, nullity or its non-inclusion of the dispute under consideration, in accordance with the following:
2. Raising these objections and pleas shall be concurrent with the submission of the Respondent's defense referred to in the Rules. The appointment of an arbitrator by one of the parties or his participation in the appointment shall not result in the extinguishment of this party's right to submit any objections or pleas.
3. A plea that the Panel is exceeding its competence, shall be submitted as soon as the issue that is claimed to result in the Panel exceeding its competence arises, otherwise the right to raise such

- a plea becomes extinguished.
4. In all cases, the Panel may accept a delayed plea if it considers such delay is attributable to a reasonable cause.
  5. The Panel may decide upon the above mentioned objections and pleas either as a preliminary matter prior to adjudicating on the merits of the dispute, or to postpone them to be dealt with together with the merits.
  6. In case one of the parties abstains from participating in the arbitration proceedings at any phase thereof, the Panel may proceed with arbitration despite such abstention.

### **Article 23**

#### **Burden of Proof and Evidence**

1. Each Party shall bear the burden of proof related to the establishment of the facts upon which the claim or defense relies.
2. The Panel shall have a discretionary power for determining the rules of evidence that should be applied, as well as their acceptability or connection with the evidence produced by any of the parties in relation to the facts of the case. The Panel may request any of the parties to submit to the Panel and to the other party, within the time period allocated by the Panel a summary of the documents and other elements of evidence that a party intends to submit in support of the disputed facts as stated in either the Claimant's memorandum or the Respondent's defense memorandum.
3. The Panel may ask either party at any time during the progress of the arbitration proceedings to submit documents or any other elements of evidence within a time period specified by the Panel.

### **Article 24**

#### **Pleading Sessions**

1. In case it is decided to convene pleading sessions, the Panel shall give the parties an adequate period of time in advance of the relevant date and venue

- for holding these sessions.
2. If one of the parties is absent without an acceptable excuse, in spite of being validly notified thereof, the Panel may go ahead and hold the session.
  3. The sessions shall be in confidential unless the parties agree otherwise in writing.
  4. The Panel shall make arrangements for holding the sessions and ensure that minutes are taken for each session. The minutes shall be signed by both the Panel and the parties attending.

## **Article 25**

### **Provisional and Precautionary Measures**

1. Without prejudice to the mandatory rules of the applicable law, the Panel may, on its own motion or upon a request made by one of the parties, either order any of the parties, as it deems appropriate, to take a provisional or precautionary measure related to the subject-matter in dispute, such as ordering goods to be entrusted for safekeeping by a third party, or that perishable items be sold and to deposit the price with the Centre pending the settlement of the dispute. The Panel may request that an adequate guarantee be given.
2. These measures shall be issued by the Panel in the form of provisional arbitration awards.
3. In case one of the parties applies to a competent judicial body to take provisional or precautionary measures, or for the provision of guarantees related to the claim or to the counterclaims or for the implementation of any of the measures or orders already issued by the Panel, such recourse to judicial bodies shall not be deemed to contradict with or be construed as a waiver of the arbitration agreement.
4. The Party submitting such application or seeking to obtain such measures, shall proceed without delay to notify the Centre and the Panel of either of the application or the measure ordered by the competent judicial body.

## **Article 26**

### **Waiver of Right to Invoke Rules**

A party who becomes aware that a given provision, a procedural rule or any of the Panel's orders has not been complied therewith, and yet continues the arbitration without objecting within a reasonable time, shall be deemed to have waived his right to object.

## **Arbitration Awards**

### **Article 27**

#### **Time Limit for Issuing Arbitration Awards**

Unless otherwise agreed:-

1. The Panel shall issue the final arbitration award within a maximum period of six month from the date on which the file was received by the sole arbitrator or the president of the Arbitration Panel .
2. The Panel may, on its own motion or at the request of one of the parties extend the aforesaid time limit up to a maximum additional period of three months.
3. The Committee may extend the time limit for one or further periods which it shall determine based upon a reasoned application by either the Panel or one of the parties.
4. In the course of the arbitration proceedings, if a preliminary issue arises that goes beyond the Panel's jurisdiction, or an objection is submitted concerning a plea for forgery of a paper in the arbitration file or a criminal action is undertaken regarding such falsification or in respect of another criminal act, the Panel may continue to consider the dispute if it envisages at its own discretion that deciding such an issue or ruling upon the forgery of the paper or upon the other criminal act is not necessary for adjudicating the dispute. Otherwise, the proceedings shall be suspended until a final judicial decision has been undertaken. Pending that time, the arbitration proceedings shall be suspended regardless of the deadline set for rendering the arbitration award. Re-calculating the deadline shall start from the day following the date of notifying the Panel that the reason causing the said suspension of proceedings came to an end.

## Article 28

### Issuing of Arbitration Awards

1. The Panel may issue its ruling on parts of the claims before rendering a final award disposing of the entire disputes under consideration.
2. The arbitration award shall be rendered, in the event of a Panel composed of more than one arbitrator, by the majority of the opinions expressed.
3. Decisions on procedural matters may be issued by the president of the Arbitration Panel, if he is permitted to do so by the parties or by all members of the Panel.
4. If the opinions expressed by the arbitrators are so divergent that no majority can be established, the award shall be issued by the President of the Arbitration Panel.
5. The award shall be issued in writing, together with the dissenting opinion. Should one or more arbitrators refuse to sign the award, the refusal shall be mentioned therein and it shall be sufficient to have the signature of the arbitrators forming the majority. As for the case referred to in the third paragraph of this Article, the signature of the Presiding Chairman of the Arbitral Tribunal shall be sufficient.
6. Reasons shall be given in support of the award, unless the parties agree otherwise, or if the applicable law governing the arbitration proceedings does not require the award to contain reasons, or in case the award is rendered as a result of an amicable settlement agreed upon by the parties.
7. The award shall include the place and date of its issuance, the names and addresses of the parties, the names of arbitrators, the text or summary of the arbitration agreement, a summary of the claims, defenses and supporting documents, the findings and conclusions of the award, a decision on which of the parties shall bear the arbitration expenses and the signature of members of the Panel.
8. An award shall not be published unless with the consent of all the parties.
9. The Panel shall deposit the award with the Centre

in a number of original copies sufficient to provide each party, all members of the Panel and the Centre with a copy thereof. The Centre shall undertake the notification of the Arbitration award to the parties and submit an original copy to each party after ensuring that the arbitration costs have been completely paid by the parties or by one of them to the Centre.

## **Article 29**

### **Correcting and Interpreting Arbitration Awards**

1. The Panel shall correct only material errors committed in writing or in calculation which may have occurred in rendering the award. Such correction shall be made either by virtue of a decision to be issued by the Panel on its own motion or at the request of one of the parties after serving a relevant notice to the other Party, provided that the request is submitted within fourteen (14) days from the date of receiving the award.
2. The Panel shall effect the correction, if it deems appropriate, without any need for pleading within fourteen (14) days from the date of issuing the award or upon depositing a request for correction as the case may be. The Panel may extend this deadline up to a further fourteen (14) days if it deems this extension necessary.
3. The award issued with correction shall be considered as an integral part of the award and as complementary thereto, shall be subject to the same rules governing the original award and issued as an appendix to that award.
4. A party may apply within fourteen (14) days from the date on which it has received the award to ask the Panel for an interpretation of any ambiguities occurring in the findings and conclusion of the award, and the applicant requesting such interpretation shall notify the other party as well as the Centre of the said request.
5. The Panel shall decide upon the said request within thirty (30) days from the date of its submission to the Panel.

6. An award issued following an interpretation request shall be considered as an integral part of the award and complementary thereto. It shall be issued as an appendix to and be subject to the rules governing the award it interprets.

### **Article 30**

#### **Omission of Claims and Additional Award**

1. Either Party may within (14) days following the receipt of the award request the Panel to issue an additional award dealing with claims that have been submitted during the arbitration proceedings and which the award failed to adjudicate upon, provided that such request shall be notified to the other party, as well as to the Centre.
2. The Panel shall rule on the said request within (60) days following its submission, and it may extend that period by another (30) days.
3. The additional award shall be issued as an appendix to the award and be subject to the same rules governing the award.

### **Article 31**

#### **Ending of Proceedings Following Settlement**

If in the course of the arbitration proceedings the parties reach a settlement to end the dispute, they may request that the terms of the settlement be submitted to the Panel. In such case, the Panel shall issue an award on the consented terms of the amicable settlement that brings the proceedings to a close. The consent award shall have the same binding force as that of awards adjudicated upon by the Panel.

### **Miscellaneous Provisions**

#### **Article 32**

##### **Exclusion of Responsibility**

The Centre or any of its staff, the Arbitration Panel or any expert it appoints or any member of the Committee shall not be held responsible towards any of the parties or to third parties for any action, act or inadvertence related to the arbitration taken or arising in good faith.

### **Article 33**

#### **Confidentiality**

The parties shall be committed to maintain the confidentiality of awards, all materials and documents, expert reports submitted in arbitration proceedings, as well as witness statements, records and all procedures unless otherwise required by law or agreed upon in writing by the parties.

The deliberations of the Panel shall be kept secret unless disclosure is required by law or valid rules with regard to the arbitrator who expressed a dissenting opinion in the award.

### **Article 34**

#### **The Committee's General Competence**

Any dispute arising between the parties prior to the composition of the Panel and to which no provision has been laid down in the Rules, shall be ruled upon by the Committee and such ruling shall not be subject to challenge as long as the Panel has not been formed.

### **Fees and Remuneration**

#### **Article 35**

##### **Affiliation Fee**

A regular annual fee of one thousand and five hundred (1500) dirhams shall be collected by the Centre in return for registering an individual in its records as member of the arbitrators' roster accredited by the Centre. A member listed in the roster shall lose his membership if he does not settle the fee no later than the end of February of each year.

The Committee may, at its discretion, for reasons related to the prestigious academic standing of a member listed in the roster of the Centre, decide to relieve a registered member from paying the annual fee but keep his membership on the roster.

### **Article 36**

#### **Fee for Registering Arbitration Cases**

The Centre shall collect a lump-sum fee of one thousand

(1000) dirhams upon a request to register an arbitration case with the Centre. The fee shall not be refunded in any case even if the request has been withdrawn or not pursued.

### **Article 37**

#### **Determining Arbitration Fees**

1. The fees of the Arbitration Panel shall be determined by reference to the amount in dispute, in accordance with the two tables of fees referred to in Articles 43 and 44 of the Rules, as applicable.
2. If the disputed amount in the claim or counterclaim is not specified, the Director shall determine the amount.
3. The Director may at any time during the arbitration proceedings modify the Panel's fees in accordance with the circumstances of the arbitration case and any complexities that may arise in connection with it.

### **Article 38**

#### **Proportional Fee for the Centre**

The Centre shall, in return for services rendered by it, collect a proportional fee of 15% calculated on the fees of the Arbitration Panel's specified in Article 43 or Article 44 as applicable.

### **Article 39**

#### **Depositing Fees and Proportional Fee**

The fees of the Arbitration Panel in addition to the proportional fee referred to in Article 38 shall be deposited by the parties equally with the Centre prior to the commencement of arbitration proceedings until the final award is issued which shall determine which of the parties should be obliged to bear the fees and in what proportion. If one of the parties abstains from paying its share of the fees, the party that has interest in the arbitration shall deposit the defaulting party's share with the Centre by way of a loan to that party. Should all parties refrain from making the payment, the Arbitration

Panel may either proceed with the arbitration, adjudicate upon the case and determine which of the parties should bear these fees and in what proportion or decline the arbitration assignment.

### **Transitional Provisions**

#### **Article 40**

Provisions of the articles governing the progress of arbitration proceedings and set forth in Abu Dhabi Chamber of Commerce and Industry's Commercial Conciliation and Arbitration Procedural Rules promulgated by the Executive Council's Resolution No. 7 of 1993, shall be repealed from date on which these Regulations superseding the aforesaid provisions of the articles take effect. Furthermore, any provision conflicting with the present Regulations shall be revoked as well.

#### **Article 41**

In arbitration cases currently in progress proceedings correctly completed in accordance with the provisions repealed by virtue of the preceding Article 40 shall remain valid, and the present Regulations shall apply to those arbitration cases in respect of which pleadings and arguments that have not been brought to a close and proceedings that have not been completed at the Centre prior to the date of coming into operation of the present Regulations.

#### **Article 42**

The present Regulations regarding the arbitration procedures shall be effective as from the 20<sup>th</sup> of October 2013.

Two Tables of Arbitration Panels' Fees

### Article (43)

Table of Fees for Arbitration Panel of Three Arbitrators

Disputed amount in AEDs	Three Arbitrators Panel Fees in AEDs
Up to 1,000,000.00	125,000.00
From 1,000,001 To 2,500,000	125,000+ 7.500% of amount over 1,000,000
From 2,500,001 To 5,000,000	237,500+ 7.000% of amount over 2,500,000
From 5,000,001 To 10,000,000	412,500+ 3.000% of amount over 5,000,000
From 10,000,001 To 20,000,000	562,500+ 1.850% of amount over 10,000,000
From 20,000,001 To 40,000,000	747,500 + 1.000% of amount over 20,000,000
From 40,000,001 To 60,000,000	947,500+ 0.650% of amount over 40,000,000
From 60,000,001 To 80,000,000	1,077,500+ 0.450% of amount over 60,000,000
From 80,000,001 To 100,000,000	1,167,500+ 0.250% of amount over 80,000,000
From 100,000,001	1,217,500+ 0.050% of amount over 100,000,000

### Article (44)

Table of Fees for Arbitration Panel of Sole Arbitrator

Disputed amount in AEDs	Sole Arbitrator Panel Fees in AEDs
Up to 1,000,000.00	50,000.00
From 1,000,001 To 2,500,000	50,000 + 3.000% of amount over 1,000,000
From 2,500,001 To 5,000,000	95,000 + 2.800% of amount over 2,500,000
From 5,000,001 To 10,000,000	165,000+ 1.600% of amount over 5,000,000
From 10,000,001 To 20,000,000	245,000+ 0.800% of amount over 10,000,000
From 20,000,001 To 40,000,000	325,000+ 0.500% of amount over 20,000,000
From 40,000,001 To 60,000,000	425,000+ 0.300% of amount over 40,000,000
From 60,000,001 To 80,000,000	485,000+ 0.200% of amount over 60,000,000
From 80,000,001 To 100,000,000	525,000+ 0.100% of amount over 80,000,000
From 100,000,001	545,000 + 0.050% of amount over 100,000,000



**مركز أبوظبي للتوفيق والتحكيم التجاري**

**Abu Dhabi Commercial Conciliation & Arbitration Center**

Tel.: +97126317599 Fax: +97126311410

E-mail: [adccac@adcci.gov.ae](mailto:adccac@adcci.gov.ae)

Web site: [www.adccac.ae](http://www.adccac.ae)



