

CRCICA ARBITRATION RULES 2024 COMPARED WITH CRCICA ARBITRATION RULES 2011

Commented [DMH1]: The methodology of the below is as follows:

- Using the original wording of the CRCICA Arbitration Rules 2011 and applying double strikethrough on the deleted words or sentences;
- All the amendments and additions relating to the New 2024 Rules are applied in track changes; and
- The provided comments are to explain the structural allocation of some of the articles or paragraphs which were in the 2011 Rules and their new location in the New 2024 Rules.

Introduction

About CRCICA

1. The Cairo Regional Centre for International Commercial Arbitration (the “CRCICA” or the “Centre”) is an independent non-profit international organisation established in 1979 under the auspices of the Asian African Legal Consultative Organization (“AALCO”),¹ in pursuance of AALCO’s decision taken at the Doha Session in 1978 to establish regional centres for international commercial arbitration in Asia and Africa.
2. In 1979, an agreement was concluded between AALCO and the Egyptian Government for the establishment of CRCICA for an experimental period of three years. Pursuant to subsequent agreements concluded between AALCO and the Egyptian Government in 1983, 1986 and 1989, CRCICA continued to function for two additional similar periods, after which it was granted permanent status.
3. Pursuant to the Headquarters Agreement concluded in 1987 between AALCO and the Egyptian Government, CRCICA’s status as an international organisation was recognised and the Centre and its branches were endowed with all necessary privileges and immunities ensuring their independent functioning.²

Organisation

CRCICA is composed of:

1. A Board of Trustees (the “Board of Trustees”) comprising some eminent African, Asian and other experts;³
2. The Director of the Centre (the “Director”); and
3. An Advisory Committee (the “Advisory Committee”) composed from among the members of the Board, in addition to other eminent African, Asian and other experts, to carry out the functions provided for in the By-laws of the Advisory Committee ~~annexed~~, in Annex 4 to ~~these~~ the Rules.⁴

Arbitration Rules

1. Since its establishment, CRCICA adopted, with minor modifications, the Arbitration Rules of the United Nations Commission on International Trade Law (the

¹ This Organization is headquartered in New Delhi, India and was established in 1956 as an outcome of the Bandung Conference, which took place in 1955 in Bandung, Indonesia. It was formerly known as the Asian–African Legal Consultative Committee (“AALCC”) until June 2001 when it changed its name to the Asian-African Legal Consultative Organization (“AALCO”). AALCO presently has forty-seven countries as its members, comprising almost all the major States from Asia and Africa. These States are: Arab Republic of Egypt; Bahrain; Bangladesh; Brunei Darussalam; Botswana; Cameroon; Cyprus; Democratic People’s Republic of Korea; Gambia; Ghana; India; Indonesia; Iraq; Islamic Republic of Iran; Japan; Jordan; Kenya; Kuwait; Lebanon; Libya; Malaysia; Mauritius; Mongolia; Myanmar; Nepal; Nigeria; Oman; Pakistan; People’s Republic of China; Qatar; Republic of Korea; Saudi Arabia; Sierra Leone; Senegal; Singapore; Somalia; South Africa, Sri Lanka; Palestine; Sudan; Syria; Tanzania; Thailand; Turkey; Uganda; United Arab Emirates; and Republic of Yemen.

² For more information about this Agreement, CRCICA and its activities, please visit: www.crcica.org

³ For more information about the formation and functions of CRCICA’s Board of Trustees, please see its By-laws available at the page: <https://crcica.org/board-of-trustees/>

⁴ For more information about the formation and functions of CRCICA’s Advisory Committee, please see its By-laws in Annex 4 to the Rules.

“UNCITRAL”), approved by the General Assembly of the United Nations by resolution No. 31/98 on December 15, 1976.

2. CRCICA has amended its Arbitration Rules in 1995, 1998, 2000, 2002 ~~and~~ 2007 and 2011⁵ to ensure that they continue to meet the needs of their users, reflecting best practice in the field of international institutional arbitration and providing a reliable and efficient framework for arbitration proceedings across the globe.
3. The present CRCICA Arbitration Rules adopted to take effect from 15 January 2024 (“the Rules”) are based upon the UNCITRAL Arbitration Rules as revised in 2010 (amended in 2013 and 2021)⁶, ~~with minor modifications emanating mainly from the Centre’s role as an arbitral institution and an appointing authority.~~ The Rules have been adapted to an institutional framework that builds on CRCICA’s decades of experience. The Rules introduce for the first time rules on: consolidation of arbitrations, early dismissal of claims, Emergency Arbitrator Rules, Expedited Arbitration Rules, online arbitration filing, multiple contracts and third party funding. Finally, the Tables of the Administrative Fees and the Fees of the Arbitral Tribunal in Annex 1 to the Rules have been modified to respond to a decade of economic developments, taking into consideration the importance of striking a balance between cost effectiveness and maintaining high quality services to best serve the interests of users.
4. CRCICA may issue guidelines and practice notes to guide the users on best practices under these Rules.

Services

The scope of services offered by CRCICA encompasses the following:

1. Administering domestic, regional and international arbitrations as well as ADR techniques under its auspices;
2. Provision of institutional arbitration services according to its Rules or to any other *ad hoc* arbitration rules agreed upon by the parties;
3. ~~Providing advice to the disputants~~ guidance to the users regarding the implementation of the Rules as well as the drafting, inclusion and modification of CRCICA’s model clauses;
- ~~3.4.~~ Promotion of arbitration and other ADR techniques in the Afro-Asian region through the organisation of international ~~conferences and seminars~~ events as well as the publication of ~~researches serving both~~ guidelines, studies, statistics and reports that serve the business and legal communities;
- ~~4.5.~~ Preparation Capacity building of international arbitrators and ~~legal scholars practitioners~~ from the Afro-Asian region by organising training programs and workshops in cooperation with other institutions and organizations;
- ~~5.6.~~ Coordination with ~~and provision of assistance to~~ other arbitral institutions ~~particularly,~~ including the use of CRCICA’s hearing facilities and breakout rooms for parties to cases

⁵ These amendments became effective as of 1 January 1995, 1 January 1998, 1 October 2000, 21 November 2002, 1 June 2007 and 1 March 2011 respectively. ~~The version amended in 2007 is available at: http://www.crcica.org/rules/arbitration/er_prev_arb_rules_en.pdf. The other~~ To view the previous versions ~~are available upon request,~~ please visit <https://crcica.org/crcica-arbitration-rules-relevant-details/>

⁶ The UNCITRAL Arbitration Rules as revised in 2010 have entered into force as from 15 August 2010 and was amended in 2013 and 2021 and are available at: <https://uncitral.un.org/en/texts/arbitration/contractualtexts/arbitration>

that it does not administer, including those arbitral institutions existing within the region; and

~~6-7.~~ Providing *ad hoc* ~~arbitration with necessary~~ technical and administrative assistance in *ad hoc* arbitrations at the request of the parties, or the arbitrators, including holding arbitration costs deposited by the parties and handling payments to arbitrators and services providers (i.e. fundholding services).

~~8. Providing advice and assistance for the enforcement and translation of arbitral awards;~~

~~9. Conducting academic and practical researches and studies; and~~

~~10. Establishing a comprehensive library specializing in Arbitration and ADR.~~

Branches and institutions established under CRCICA's auspices

In July 1990, the Institute of Arbitration and Investment was established under the auspices of CRCICA. In January 1991, the Society of Arab and African Arbitrators was established in Egypt under the auspices of CRCICA. In October 1992, CRCICA inaugurated its Maritime Arbitration Branch in Alexandria. In November 1997, the Arab Union of International Arbitration (AUIA) was established under the auspices of CRCICA and at its offices. In February 1999, the Cairo branch of the Chartered Institute of Arbitrators (CIArb) was established under the auspices of CRCICA. In June 2001, CRCICA inaugurated its branch, the Alexandria Centre for International Arbitration (ACIA). In August 2001, the Mediation and ADR Centre was inaugurated as a branch of CRCICA. In February 2003, the ILI- Cairo Middle East Development Law Institute (MEDLI) was established under the auspices of CRCICA. In February 2004, CRCICA inaugurated its commercial and maritime branch in Port Said. The Port Said branch ceased to exist in 2011. The Alexandria Centre for International Arbitration closed down pursuant to CRCICA's Director Decision dated 1 January 2014. Any agreement to refer disputes to arbitration in accordance with the Rules of the Alexandria Centre for International Arbitration, or any reference to arbitration under its auspices, shall be deemed an agreement to apply CRCICA Arbitration Rules.

Panel of international arbitrators and experts

The panel of international arbitrators and experts maintained by the Centre includes eminent personalities from all over the world. Various specialisations are represented in the Centre's panel, which allow the parties a wide range of freedom for the selection of their arbitrators or experts according to the nature of the dispute. The parties are not obliged to appoint their arbitrators or experts from among this panel. ~~However~~ Similarly, the Centre is not bound to appoint from among this panel when exercising its role as an appointing authority under these Rules.

Section I Introductory rules

Article 1

Scope of application

1. Where parties have agreed ~~in writing~~ that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the Rules of Arbitration of the Cairo Regional Centre for International Commercial Arbitration⁷ (the “Rules” or “CRCICA Arbitration Rules”), then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree ~~in writing~~, excluding Section V of the Rules.
2. Where the parties have agreed to submit their disputes to arbitration under the Rules, they shall be deemed to have submitted to the Rules in effect on the date of commencement of the arbitration proceedings in accordance with article 3, paragraph 2 of the Rules, unless agreed otherwise.
3. 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.
4. For investor-state arbitration initiated pursuant to an investment treaty or any other investment instrument referring to the Rules, these Rules shall include the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration, if the parties so agree.
- 4.5. The Expedited Arbitration Rules in Annex 3 to the Rules shall apply to the arbitration where the parties so agree.
6. The following Annexes constitute an integral part of the Rules:
 - Annex 1 - Tables of the Administrative Fees and the Fees of the Arbitral Tribunal;
 - Annex 2 - Emergency Arbitrator Rules;
 - Annex 3 - Expedited Arbitration Rules; and
 - Annex 4 - By-laws of the Advisory Committee of the Centre.

Article 2

Notice and calculation of periods of time

1. A notice, including a notification, communication, submission or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.

⁷ Any similar labelling to the Rules of Arbitration of the “Cairo Regional Centre for International Commercial Arbitration” shall be deemed to provide for the application of the Rules.

2. If an address has been designated by a party specifically for this purpose, agreed by the parties, or authorised by the arbitral tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed received. Delivery by electronic means such as facsimile or email may only be made to an address so designated or authorised.
3. In the absence of such designation, agreement or authorisation, a notice is deemed received:
 - a. If it is physically delivered to the addressee or to its representative; or
 - b. If it is delivered at the place of business, habitual residence, elected domicile or mailing address of the addressee.
4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3 of this article, a notice is deemed to have been received:
 - a. If it is sent to the addressee's last known place of business, habitual residence, elected domicile or mailing address by registered letter or any other means which provides a record of delivery;
 - b. If it is delivered to any relevant location mentioned in any contract or other legal instrument out of or in relation to which the dispute arises; or
 - a-c. If it is delivered at the email address which the addressee holds out to the public at the time of such communication.
- 4.5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2 or 3 or 4 of this article. A notice transmitted by electronic means is deemed to have been received on the day when it reaches the addressee's electronic address.
6. Any notice, pleadings including a notification, or other communication, submission or proposal sent or filed by a party, as well as all documents annexed thereto, shall be submitted in a number of copies equal to the number required to provide one copy for each arbitrator, one copy for each of the remaining parties and two copies one copy for the Centre. The parties may use electronic means of communication, that provides a record of its transmission, unless otherwise ordered by the arbitral tribunal as the case may be, and the Centre shall receive a copy of such electronic communications.
7. Except as otherwise permitted by the arbitral tribunal:
 - a. All communications addressed to the arbitral tribunal by a party shall be filed with the Centre for notification to the arbitral tribunal and the other party(s);
 - a-b. All communications addressed from the arbitral tribunal to a party the parties shall be filed with the Centre for notification to the other party(s).
- 5.8.6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received according to the above paragraph 5 of this article. If the last day of such period is an official holiday or a non-business day at the residence or place of business, habitual residence or elected domicile 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.

Commented [DMH2]: Article 17, paragraph 4 of the 2011 Rules is moved to Article 2, paragraph 6 of the 2024 Rules.

Commented [DMH3]: Article 17, paragraph 5 of the 2011 Rules is moved to Article 2, paragraph 7 of the 2024 Rules.

Article 3

Notice of arbitration

1. The party(s) initiating recourse to arbitration (hereinafter called the “claimant”) shall file with the Centre a notice of arbitration and the Centre shall communicate it to the other party(s) (hereinafter called the “respondent”) once the Centre has sufficient copies of the notice of arbitration in accordance with article 2, paragraph 6 of the Rules and has collected the registration fee required by article 43 of the Rules.
2. Unless the parties have agreed otherwise, the arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the ~~respondent~~ **Centre**.
3. The notice of arbitration shall include the following:
 - a. A demand that the dispute be referred to arbitration;
 - b. The names in full, addresses and other contact details of each of the parties;
 - c. The name(s) in full, address(es), contact details and proof of authority of any person(s) representing the claimant in the arbitration (if any);
 - ~~e-d. e~~ Identification of the arbitration agreement(s) that is invoked;
 - ~~d-e. d~~ Identification of any contract(s) or other legal instrument(s) out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - ~~e-f. e~~ A brief description of the claim, ~~and an indication of the amount involved, if any;~~ **the relief or remedy sought**, as well as the amounts of any quantified claims and, to the extent possible, an estimate of the value of any other claims (including unquantified claims), if any;
 - ~~f-g. f~~ ~~The relief or remedy sought~~ A proposal as to the number of arbitrators, applicable rules of law, language and place of arbitration, if the parties have not previously agreed thereon; ~~and~~
 - ~~g-h. g~~ A copy of the arbitration agreement and a copy of any contract or other legal instrument out of which the dispute arises. Also, where claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made; and
 - ~~h-i. h~~ A reference to the existence of any funding agreement and the identity of any third party funder pursuant to article 53 of the Rules.
4. The notice of arbitration may also include:
 - a. ~~A proposal for the appointment of a~~ The proposal of a sole arbitrator referred to be appointed in accordance with article ~~8~~ 9, paragraph ~~1~~ 1 of the Rules; and
 - b. Notification of the appointment of an arbitrator referred to in article ~~9~~ 10 or article ~~10~~ 11 of the Rules.

Commented [MH4]: Moved to article 3, paragraph 3(f) above

5. In ~~case~~ the event that the claimant fails to comply with any of the requirements under paragraph 3 of this article, the Centre ~~may request~~ shall fix a time limit within which the claimant must comply. If the claimant fails to comply, the arbitral proceedings shall not commence in accordance with ~~such requirements~~ paragraph 2 of this article.
6. The notice of arbitration may be submitted to the Centre using the Centre's form according to the conditions for filing a notice of arbitration online available at CRCICA's website.⁸
7. ~~6-~~The constitution of the arbitral tribunal shall not be hindered by any controversy raised by a party with respect to the sufficiency of the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Article 4

Response to the notice of arbitration

1. Within 30 days of the receipt of the notice of arbitration, the respondent shall file with the Centre for communication to the other party(s) a response to the notice of arbitration, ~~which shall include:~~ once the Centre has sufficient copies of the response to the notice of arbitration in accordance with article 2, paragraph 6 of the Rules and has collected the registration fee of the counterclaim (if any) required by article 43 of the Rules. The response to the notice of arbitration shall include:
 - a. The name(s) in full, addresses and other contact details of the respondent;
 - b. The name(s) in full, description, address(es), contact details and proof of authority of any person(s) representing the respondent in the arbitration (if any);
 - ~~b-c.~~ A response to the information set forth in the notice of arbitration, pursuant to article 3, paragraph 3 (e-d) to (e-h) of the Rules; and
 - ~~e-d.~~ A reference to the existence of any funding agreement and the identity of any third party funder pursuant to article 53 of the Rules.
2. The response to the notice of arbitration may also include:
 - a. Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;
 - b. ~~A proposal for the appointment of a~~ response to claimant's proposal of a sole arbitrator referred to or respondent's proposal to that effect in article 8 the absence of a proposal by claimant, all in accordance with article 9, paragraph 1 of the Rules;
 - c. Notification of the appointment of an arbitrator referred to in article ~~9~~ 10 or article ~~10~~ 11 of the Rules;
 - d. ~~A brief description~~ statement describing the nature and circumstances of counterclaims or including claims for the purpose of a set-off, if any, including where relevant. Such claims shall be submitted pursuant to article 3, paragraph 3 (d) to (h). Where counterclaims are made under more than one arbitration agreement, there shall be an indication of the amounts involved, and the relief or remedy sought arbitration agreement under which each counterclaim is made; and

⁸ For more information, please visit <https://cricca.org/>

- e. A notice of arbitration in accordance with article 3 of the Rules in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant.
3. In case the respondent fails to comply with any of the requirements under paragraph 1 of this article, the Centre may request the respondent to comply with such requirements.
4. The response to the notice of arbitration may be submitted to the Centre using the Centre's form according to the conditions for filing a response to the notice of arbitration online available at CRCICA's website.⁹
5. ~~4~~ The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the respondent's failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Article 5

Representation and assistance

1. Each party may be represented or assisted by one or more persons chosen by it regardless of the jurisdiction in which they are based or practicing. The names and addresses of such persons must be communicated to the Centre. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the arbitral tribunal or the emergency arbitrator¹⁰ on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal or the emergency arbitrator may determine.
2. Any change at any time or addition by a party to its representatives shall be promptly communicated in writing to the other party(s), the arbitral tribunal and the Centre.
3. The arbitral tribunal may, once constituted and after it has afforded an opportunity to the parties to comment in writing within a suitable period of time, take any measure necessary to avoid a conflict of interest of an arbitrator arising from a change or addition in party representation, including the exclusion of new party representatives from participating in whole or in part in the arbitral proceedings.

Article 6

Decision not to proceed with the arbitral proceedings

1. The arbitration shall proceed only if and to the extent that the Centre is satisfied, *prima facie*, that an arbitration agreement under the Rules may exist or the **requirements set forth** under article 51 **paragraph 3** of the Rules **have been satisfied**.
2. ~~4~~ The Centre may, upon the approval of the Advisory Committee, decide not to proceed with the arbitral proceedings if it manifestly lacks jurisdiction over the dispute, in whole or in part, if:
 - a. It *prima facie* lacks jurisdiction; or

⁹ For more information, please visit <https://cricica.org/>

¹⁰ Please refer to Article 1 titled "Emergency Arbitrator" in Annex 2 "Emergency Arbitrator Rules".

a-b. In the case of multiple arbitration agreements, the arbitration agreements are manifestly incompatible or the Centre cannot proceed with a single arbitration.

3. In all cases, if the Centre intends to proceed with the arbitral proceedings, it is not required to seek the approval of the Advisory Committee before taking such decision.

4. Any decision by the Centre that the arbitration shall proceed or not is without prejudice to the power of the arbitral tribunal to rule on its own jurisdiction.

Section II

~~Composition~~ Constitution of the arbitral tribunal

Article 7

Number of arbitrators

1. If the parties have not ~~previously~~previously agreed on the number of arbitrators, and if within 30 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.
2. Notwithstanding paragraph 1, ~~if no other parties have responded to a party's proposal to appoint a sole arbitrator within the time limit provided for in paragraph 1 of this article and the party(e) concerned has failed to appoint a second arbitrator in accordance with articles 9 or 10~~ irrespective of any nomination ~~or~~ appointment already made, the Centre may, at the request of a party, ~~appoint~~ decide that a sole arbitrator is to be appointed pursuant to ~~the procedure provided for in article 8, paragraph 3~~ 9 of the Rules if it determines that, in view of the circumstances of the case, this is more appropriate.

Article 8

Appointment of arbitrators (articles 8 to 10) the arbitral tribunal

1. The parties may agree on a different procedure for the appointment of the arbitral tribunal than as provided under ~~these~~ the Rules, including the designation of an appointing authority other than the Centre.
2. Where the parties have not agreed on a different procedure, or if the arbitral tribunal has not been appointed within the time period agreed by the parties or, where the parties have not agreed on a time period, ~~within 30 days after receipt by the Centre of a party's request for appointment,~~ the appointment shall be made pursuant to articles ~~89~~ 9 to 10 ~~of these~~ the Rules.

Article 9

Appointment of a sole arbitrator

1. If the parties have agreed, ~~or the Centre has decided in accordance with article 7 of the Rules,~~ that a sole arbitrator is to be appointed, and if within 30 days after receipt by all other parties of ~~the a proposal for the appointment~~ of a sole arbitrator, the parties have not reached agreement thereon, ~~a the~~ the sole arbitrator shall, ~~at the request of a party,~~ be appointed by the Centre.
2. The Centre shall appoint the sole arbitrator as promptly as possible. In making the appointment, the Centre shall use the following procedure, unless the parties agree that such procedure should not be used or unless the Centre determines in its discretion that the use of such procedure is not appropriate for the case:
 - a. The Centre shall communicate to each of the parties an identical list containing at least three names;

Commented [DMH5]: The sole arbitrator has been moved from Article 8 of the 2011 Rules to Article 9 of the New 2024 Rules with a newly introduced title. Article 8 paragraphs 2 to 4 of the 2011 Rules have been moved to Article 9 of the New 2024 Rules.

- b. Within 15 days after the receipt of this list, each party shall return the list to the Centre after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;
 - c. After the expiration of the above period of time, the Centre 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; and
 - d. If for any reason the appointment cannot be made according to this procedure, the Centre may exercise its discretion in appointing the sole arbitrator.
3. In making the appointment of the sole arbitrator, the Centre shall have regard to such considerations as are likely to secure the appointment of an available, independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties in case they are not of a common nationality. The Centre shall also take into account the qualifications and the ability of the arbitrator to conduct the arbitration in accordance with the Rules, and considerations of diversity.

Article 910

Appointment of three arbitrators

1. If three arbitrators are to be appointed, each party shall ~~appoint~~ nominate one arbitrator. Following the appointment of the two arbitrators ~~thus appointed shall appoint~~, in accordance with article 12, paragraph 2 of the Rules, they shall nominate the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal.
2. If within 30 days after the receipt of a party's notification of the ~~appointment~~ nomination of an arbitrator the other party has not notified the first party of the arbitrator it has ~~appointed~~ nominated, the second arbitrator shall, ~~at the request of the first party~~, be appointed by the Centre.
3. If within 30 days after the appointment of the second arbitrator the two arbitrators have not agreed on the ~~appointment~~ nomination of the presiding arbitrator, the presiding arbitrator shall be appointed by the Centre in the same way as a sole arbitrator would be appointed ~~under~~ in accordance with article 89 of the Rules.
4. If the parties have not agreed upon the number of arbitrators and the Centre has decided that the dispute shall be referred to three arbitrators in accordance with article 7, paragraph 1 of the Rules, the claimant shall nominate an arbitrator within 30 days **after the** receipt of the Centre's decision, and the respondent shall nominate an arbitrator within 30 days **after** receiving notice of the claimant's nomination. If a party fails to nominate an arbitrator, the Centre shall appoint the arbitrator. The appointment of the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal shall be in accordance with paragraph 3 of this article.

Commented [DMH6]: The three arbitrators has been moved from Article 9 of the 2011 Rules to Article 10 of the New 2024 Rules with a newly introduced title.

Article 1011

Constitution of the arbitral tribunal in multi-party arbitration

1. For the purposes of article 910, paragraph 1 of the Rules, where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall ~~appoint~~ nominate an arbitrator.
2. If the concerned multiple parties fail to nominate an arbitrator within the time limit set forth under article 10, paragraph 2 or 4 of the Rules, as the case may be, the Centre shall appoint such arbitrator pursuant to article 10, paragraph 2 or 4 of the Rules.
3. If the parties have agreed that the arbitral tribunal is to be ~~composed~~ constituted of a number of arbitrators other than one or three, the arbitrators shall be appointed according to the method agreed upon by the parties.
4. In the event of any failure to constitute the arbitral tribunal under this article, the Centre shall, ~~at the request of any party,~~ constitute the arbitral tribunal, and in doing so, may revoke any appointment already made, and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.

Article 1112

Disclosures, ~~removal and challenge~~ completion of appointment of arbitrators and transmission of file (articles 11 to 13)

1. When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose in writing any such circumstances. Any doubts as to the duty to disclose a fact, circumstance or a relationship shall be interpreted in favour of disclosure.
2. The appointment of an arbitrator shall be completed only upon the acceptance of his or her mission. ~~The A prospective arbitrator thus appointed~~ shall submit, within one week after being notified ~~with of~~ his or her nomination, a written declaration confirming his or her acceptance, availability, impartiality and independence.⁽¹⁾ By accepting his or her mission, the arbitrator shall comply with the Rules. The Centre shall send a copy of the statement of acceptance, availability, impartiality and independence to the parties and the other arbitrators.
3. ~~In all cases, the Centre may, upon the approval of the Advisory Committee, reject the appointment of any arbitrator due to the lack of any legal or contractual requirement or past failure to comply with his or her duties under these Rules. The arbitrator in question and the parties shall be given the opportunity to express their views before this decision is taken~~

Commented [DMH7]: The arbitral tribunal in multi-party arbitrations has been moved from Article 10 of the 2011 Rules to Article 11 of the New 2024 Rules with a newly introduced title.

¹¹ The Centre shall communicate to the arbitrators the ~~declaration of acceptance and the~~ statement of acceptance, availability, impartiality and independence pursuant to article ~~11~~12 of the Rules.

not proceed with the appointment of any arbitrator due to past failure(s) to comply with his or her duties under the Rules.

Commented [DMH8]: Article 8, paragraph 5 of the 2011 Rules is edited and moved to Article 12, paragraph 3 of the New 2024 Rules.

4. The Centre shall transmit the file to any arbitrator once appointed in accordance with paragraph 2 of this article.
5. The arbitrator shall avoid *ex parte* communications with any party regarding the arbitration. If any such communication is made, the arbitrator shall inform the other parties and arbitrators of its substance.
6. The arbitrator shall avoid any act or behaviour likely to hinder the deliberations or to delay the resolution of the dispute.

Article ~~12~~ 13

Removal of an arbitrator

Commented [DMH9]: Removal of an arbitrator has been moved from Article 12 of the 2011 Rules to Article 13 of the New 2024 Rules with a newly introduced title.

In the event that an arbitrator fails to act or in the event of *de jure* or *de facto* impossibility of performing his or her functions in accordance with the Rules, or in the event that he or she deliberately violates the Rules or delays the commencement or the continuation of the arbitral proceedings, or if the arbitrator does not fulfill the legal or contractual requirements, the said arbitrator may be removed, at the request of a party, and after giving him or her, the remaining arbitrators and the other party(s) the opportunity to express their views in this respect, by a decision from an impartial and independent tripartite *ad hoc* committee to be composed by the Centre from among the members of the Advisory Committee (the “Tripartite *ad hoc* Committee”).⁽¹²⁾

Article ~~13~~ 14

Challenge of an arbitrator

Commented [DMH10]: Challenge of an arbitrator has been moved from Article 13 of the 2011 Rules to Article 14 of the New 2024 Rules with a newly introduced title.

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 it or in whose appointment it has participated only for reasons of which it becomes aware after the appointment has been made.
3. A party that intends to challenge an arbitrator shall file with the Centre a written notice of its challenge within 15 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after the circumstances justifying the challenge became known to that party. The notice of challenge shall state the reasons for the challenge.
4. The Centre shall communicate the notice of challenge to all other parties, to the challenged arbitrator ~~who is challenged~~ and to the other arbitrators. The Centre shall request comments on the challenge from the parties, the challenged arbitrator and the other arbitrators.

¹² The composition and decisions of the Tripartite *ad hoc* committee are regulated by articles 3 and 8 of the By-laws of the Advisory Committee in Annex 4.

5. When an arbitrator has been challenged by a party, all parties may agree to remove him or her. The arbitrator may also, after the challenge, withdraw from his or her office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
6. If, within 15 days from the date of communicating the notice of challenge, all parties do not agree to remove the challenged arbitrator or the latter does not withdraw, the party making the challenge may elect to pursue it. In that case, the challenge shall be finally decided by ~~an impartial and independent~~ a Tripartite *ad hoc* Committee ~~to be composed by the Centre from among the members of the Advisory Committee.~~⁽¹³⁾
7. The arbitral tribunal, including the challenged arbitrator, may continue the arbitration unless the challenge is accepted. The arbitral tribunal shall not issue an award until after the Tripartite *ad hoc* Committee has decided on the challenge.

Article ~~14~~15

Replacement of ~~an arbitrator~~arbitrators

1. Subject to paragraph 2 of this article, in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed pursuant to the procedure provided for in articles 8 to ~~11~~12 of the Rules that was applicable to the appointment of the arbitrator being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment. However, the Centre may determine shorter time limits if the circumstances so warrant.
2. If, at the request of a party, the Centre determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, the Centre may, after giving an opportunity to the parties and the remaining arbitrators to express their views and upon the approval of the Advisory Committee, either appoint the substitute arbitrator or, after the closure of the hearings, ~~authorize~~ the other arbitrators to proceed with the arbitration and make any decision or award.

Article ~~15~~ 16

Repetition of hearings in the event of the replacement of an arbitrator

~~If~~ Where an arbitrator ~~is~~ has been replaced, the arbitral tribunal shall, after consultation with the parties, decide whether and to what extent the hearings are to be repeated. Unless otherwise agreed by the parties, at least one oral hearing shall be held in the presence of the substitute arbitrator.

¹³ The composition and decisions of the Tripartite *ad hoc* committee are regulated by articles 3 and 8 of the By-laws of the Advisory Committee in Annex 4.

Article 16

Exclusion of liability

Save for intentional wrongdoing, neither the arbitrators, the Centre, its employees, the members of both the Board and the Advisory Committee nor any person appointed by the arbitral tribunal shall be liable to any person based on any act or omission in connection with the arbitration.

Commented [DMH11]: Article 16 titled “Exclusion of Liability” of the 2011 Rules was moved to Article 55 with the same title under Section VI titled “Other provisions” in the New 2024 Rules.

Section III Arbitral proceedings

Article 17

~~General provisions~~ **Conduct of arbitration and joinder**

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 an appropriate stage of the proceedings each party is given an equal and ~~full~~ reasonable opportunity of presenting its case. The arbitral tribunal, in exercising its discretion, shall ~~efficiently~~ conduct the proceedings so as to avoid unnecessary delay and expenses that are likely to increase the costs of arbitration in an unjustified manner and to provide a fair and efficient process for resolving the parties' dispute.
2. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal may convene a preliminary meeting and shall establish the provisional timetable of the arbitration. The arbitral tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.
3. The arbitral tribunal may, after inviting the parties to express their views and taking into account the circumstances of the case, utilize any technological means as it considers appropriate to conduct the proceedings.
4. The parties shall act in good faith, and shall also make every effort to cooperate towards the efficient conduct of the proceedings and to avoid unnecessary delay and expense. The parties undertake to comply with any order made by the arbitral tribunal without delay.
5. ~~6~~ The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. Where a joinder is allowed, the constitution of the arbitral tribunal shall not be affected. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.
6. The arbitral tribunal may, after consulting with the parties, appoint a secretary to the arbitral tribunal with no additional fees.

Article 18

Place of arbitration

1. If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case. The award shall be deemed to have been made at the place of arbitration, irrespective of where it is signed.

Commented [DMH12]: General comment on Article 17:

-Article 17, paragraphs 1 and 7 of the 2011 Rules were combined into the new Article 17, paragraph 1 of the New 2024 Rules.

-Article 17, paragraph 2 of the 2011 Rules is maintained;

-Article 17, paragraph 3 was amended and moved to Article 28, paragraph 1 of the New 2024 Rules under the title "**Hearings**".

-Article 17, paragraphs 4 and 5 of the 2011 Rules are moved above to Article 2 titled "**Notices and calculations of periods of time**", paragraphs 6 and 7 respectively of the New 2024 Rules.

Commented [DMH13]: Article 17, paragraph 6 of the 2011 Rules relating to "**Joinder**" is now Article 17, paragraph 5 of the New 2024 Rules and "**Joinder**" was added to the title of the Article 17 "**Conduct of arbitration and joinder**".

2. The arbitral tribunal may ~~meet~~ conduct the deliberations at any location and in the manner it ~~considers~~ deems appropriate ~~for deliberations~~. Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.

Article 19

Language

1. In the absence of an agreement by the parties, the arbitral tribunal shall, promptly after its ~~appointment~~ full constitution, determine the language or languages to be used in the proceedings.
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.
3. Until the arbitral tribunal is fully constituted, the Centre shall determine the initial language to be used in the proceedings, after taking into account all relevant circumstances including the language of the arbitration agreement.

Article 20

Statement of claim

1. The claimant shall communicate its statement of claim in writing within a period of time to be determined by the arbitral tribunal. The claimant may elect to treat its notice of arbitration referred to in article 3 of the Rules as a statement of claim, provided that the notice of arbitration also complies with the requirements of paragraphs 2 and 3 of this article.
2. The statement of claim shall include the following particulars:
 - a. The names and contact details of the parties;
 - b. A statement of the facts supporting the claim;
 - c. The points at issue;
 - d. The relief or remedy sought with the amount of all quantified claims; and
 - e. The legal grounds or arguments supporting the claim.
3. The statement of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.

Article 21

Statement of defence

1. The respondent shall communicate its statement of defence in writing within a period of time to be determined by the arbitral tribunal. The respondent may elect to treat its response to the notice of arbitration referred to in article 4 of the Rules as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of paragraph 2 of this article.
2. The statement of defence shall reply to the particulars ~~(b) to (e)~~ of the statement of claim set in ~~article 20, paragraph 2~~ (b) to (e) of the Rules. The statement of defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent, or contain references to them.
3. In its statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal considers the delay justified under the circumstances, the respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.
4. The provisions of article 20, paragraphs 2 and 3 of the Rules shall apply to a counterclaim, a claim under article 4, paragraph ~~2~~ (e) of the Rules and a claim relied on for the purpose of a set-off.

Article 22

Amendments to the claim or defence

During the course of the arbitral proceedings, a party may amend or supplement its claim, defence, counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other parties or any other circumstances. However, a claim, defence, counterclaim or a claim for the purpose of a set-off may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal.

Article 23

Pleas as to the jurisdiction of the arbitral tribunal

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence ~~or~~ validity or scope of the arbitration agreement, and on any objections that claims made under more than one arbitration agreement should not be determined together. For that purpose, an arbitration clause which forms part of a contract 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 shall not entail automatically the invalidity of the arbitration clause.
2. A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, with respect to a counterclaim or a claim for the purpose of a set-

off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

3. The arbitral tribunal may rule on a plea referred to in paragraph 2 of this article either before ruling on the merits or in its award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

Article 24

Further written statements

The arbitral tribunal shall decide, after consulting the parties, 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~~ limits for communicating such statements.

Article 25

~~Periods of time~~ Time limits

The time ~~periods of time~~ limits fixed by the arbitral tribunal for the communication of written statements (~~including the statement of claim and statement of defence~~) ~~should not exceed 45 days~~ shall apply. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

Article 26

Interim measures and emergency arbitrator

1. The arbitral tribunal may, at the request of a party, grant interim measures. In case the arbitration has not commenced or the arbitral tribunal is not fully constituted, an emergency arbitrator may, at the request of a party, be appointed, to determine the requested interim relief as per Annex 2.¹⁴
2. An interim measure, whether in the form of an order or award or in any other form, is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party for example and without limitation, to:
 - a. Maintain or restore the status quo pending determination of the dispute;
 - b. Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself;

¹⁴ Please refer to Annex 2 "Emergency Arbitrator Rules".

- c. Provide a means of preserving assets out of which a subsequent award may be satisfied;
or
 - d. Preserve evidence that may be relevant and material to the resolution of the dispute.
3. The party requesting an interim measure under paragraphs 2 (a) to (c) of this article shall satisfy the arbitral tribunal that:
- a. Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
 - b. There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.
4. With regard to a request for an interim measure under paragraph 2 (d) of this article, the requirements in paragraphs 3 ~~(a) and (b)~~ of this article shall apply only to the extent the arbitral tribunal considers appropriate.
5. The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.
6. The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
7. The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.
8. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances prevailing at the time of granting the interim measure, the measure should not have been granted. The arbitral tribunal may, at the request of any party, award such costs and damages at any point during the proceedings.
9. 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.

Article 27

Evidence

- 1. Each party shall have the burden of proving the facts relied on to support its claim or defence.
- 2. Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party, to the extent

permitted under the law governing the relevant issues. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.

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~~ limit as the arbitral tribunal shall determine.
4. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Article 28

Hearings

1. ~~If at an appropriate stage of the proceedings any party so requests, 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. The arbitral tribunal shall decide whether to hold hearings for presenting evidence and/or for oral arguments, or whether the arbitration shall be conducted solely on the basis of documents and other materials. The arbitral tribunal shall hold such hearings at an appropriate stage of the arbitration, if so requested by a party.~~
2. Any hearings may be held in person, remotely by videoconference or other appropriate means, or in a hybrid form, as decided by the arbitral tribunal after consulting with the parties.
3. In the event of an ~~oral~~ hearing, the arbitral tribunal shall ~~give the parties at least 15 days advance notice of the date, time and place thereof.~~ issue directions in this respect, and in relation to paragraphs 1 and 2 of this article, after consulting the parties.
4. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal.
5. Hearings shall be held in camera unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of such other witnesses, except that a witness, including an expert witness, who is a party to the arbitration shall not, in principle, be asked to retire.
4. ~~The arbitral tribunal may direct that witnesses, including expert witnesses, be examined through means of telecommunication that do not require their physical presence at the hearing (such as video conference).~~

Commented [DMH14]: Article 17, paragraph 3 of the 2011 Rules was amended and moved to Article 28, paragraph 1 of the New 2024 Rules.

Article 29

Experts appointed by the arbitral tribunal

1. After consultation with the parties, the arbitral tribunal may appoint one or more independent 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 expert shall, before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.
3. The parties shall give the expert, the arbitral tribunal and the other ~~parties~~ party(s) any relevant information or produce for his or her inspection any relevant documents or goods that he or she 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.
4. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties, which 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 or her report.
5. At the request of any 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, any party may present expert witnesses in order to testify on the points at issue. The provisions of article 28 of the Rules shall be applicable to such proceedings.

Article 30

Default

1. If, within the period of time fixed by these Rules or the arbitral tribunal, without showing sufficient cause:
 - a. The claimant has failed to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so; or
 - b. The respondent has failed to communicate its response to the notice of arbitration or its statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; the provisions of this subparagraph also apply to a claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.
2. If a party, 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 a party, duly invited by the arbitral tribunal to submit documents, exhibits or other evidence, fails to do so within the established ~~period of time limits~~, without showing sufficient cause for such failure, the arbitral tribunal may draw the necessary inferences and make the award on the evidence before it.

~~4. If a party is ordered to submit certain documents and fails, without showing sufficient cause, to produce any such documents, the arbitral tribunal shall make the necessary inferences.~~

Article 31

Closure of ~~hearings~~ proceedings

1. ~~At an appropriate stage, 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 shall~~ declare the ~~hearings~~ proceedings closed.

2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon ~~application~~ the request of a party, to reopen the ~~hearings~~ proceedings at any time before the award is made.

Article 32

Waiver of right to object

A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection, unless such party can show that, under the circumstances, its failure to object was justified.

Commented [DMH15]: Article 30, paragraph 4 of the 2011 Rules has merged into paragraph 3 of the same Article 30 under the New 2024 Rules

Section IV The award

Article 33

Decisions

1. When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.
2. In the case of ~~questions of procedure~~ procedural matters, when there is no majority or when the arbitral tribunal so authorises, the presiding arbitrator may decide alone, subject to revision, if any, by the arbitral tribunal.

Article 34

Form and effect of the award

1. The arbitral tribunal may make separate awards on different issues at different times.
2. All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards 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 the award was made, the arbitration agreement and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
5. ~~Originals of the award signed by the arbitrators shall be communicated to each of the parties~~
The arbitral tribunal shall send a draft of the award to the Centre for review as to its form.
6. The arbitral tribunal shall communicate to the Centre as many signed originals as there are parties and arbitrators, plus two signed originals for the Centre. The Centre shall communicate the award to the parties as soon as practicable after affixing its seal to the award, provided that the Costs in accordance with article 41, paragraph 2 of the Rules have been fully paid to the Centre by the parties or by one of them.
7. Additional copies certified true by the Centre shall be made available on request and at any time to the parties or their authorised representatives to this effect, but to no one else. The Centre shall collect a fixed fee for providing this service.

Article 35

Rendering the final award

Unless the parties have agreed in writing on a time limit for rendering the final award, the arbitral tribunal shall determine the time limit for rendering the final award, at its discretion, without prejudice to the provisions of article 12, paragraph 6 and article 17, paragraph 1 of the Rules.

Article ~~35~~36

Applicable law and amiable compositeur

1. The arbitral tribunal shall apply the rules of 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 which has the closest connection to the dispute.
2. The arbitral tribunal shall decide as amiable compositeur or *ex aequo et bono* only if the parties have expressly authorised the arbitral tribunal to do so.
3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.
4. The law applicable to the arbitration agreement shall be the law of the place of arbitration, unless the parties agree in writing on the application of other laws or rules of law.

Article ~~36~~37

Settlement and other grounds for termination

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 the 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. Whenever an arbitral award on agreed terms is made, the provisions of article 34, paragraphs 2, 4 and ~~4~~6 of the Rules shall apply.
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 of this article, the arbitral tribunal shall inform the parties and the Centre 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 there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so.
3. ~~Originals of~~ The order for termination of the arbitral proceedings, ~~or of the arbitral award on agreed terms~~ may be signed by the arbitrators, presiding arbitrator alone, unless otherwise agreed by the parties, and shall be communicated to each of the parties through the Centre.

Article ~~37~~38

Interpretation of the award

1. Within 30 days after the receipt of the award, a party, with notice to the other party(s) and the Centre, may request that the arbitral tribunal give an interpretation of the award. The arbitral tribunal may invite the other party(s) to comment on the said request within 15 days.
2. If the arbitral tribunal considers the request to be justified, it shall give the interpretation in writing within 45 days after the expiry of the date of commenting on the request. The interpretation shall form part of the award and the provisions of article 34, paragraphs 2 ~~to~~ 5, 4 and 6 of the Rules shall apply.

Article ~~38~~39

Correction of the award

1. Within 30 days after the receipt of the award, a party, with notice to the other party(s) and the Centre, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error of a similar nature. If the arbitral tribunal considers the request to be justified, it shall make the correction within 45 days of receipt of the request.
2. The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative.
3. Such corrections shall be in writing, and shall form part of the award. The provisions of article 34, paragraphs 2, 4 and ~~5~~6 of the Rules shall apply.

Article ~~39~~40

Additional award

1. Within 30 days after the receipt of the ~~termination order or the~~ award, a party, with notice to the other party(s) and the Centre, may request the arbitral tribunal to make ~~an award or~~ an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal. The arbitral tribunal may invite the other party(s) to comment on the said request within 15 days.
2. If the arbitral tribunal considers the request for an ~~award or~~ additional award to be justified, it shall render or complete its award within 60 days after the expiry of the date of commenting on the request. The arbitral tribunal may extend, if necessary, the ~~period of~~ time limit within which it shall make the award.
3. When such an ~~award or~~ additional award is made, the provisions of article 34, paragraphs ~~2 to 5~~, 4 and 6 of the Rules shall apply.

Article 40

Confidentiality

- ~~1. Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential all awards and decisions as well as all materials submitted by the parties in the arbitral proceedings not otherwise in the public domain, save and to the extent that a disclosure may be required of a party according to a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority. This undertaking also applies to the arbitrators, the tribunal appointed experts, the secretary of the arbitral tribunal and the Centre.~~
- ~~2. The deliberations of the arbitral tribunal are likewise confidential, save and to the extent that a disclosure may be required by a court decision.~~
- ~~3. The Centre undertakes not to publish any decision or arbitral award or any part thereof that reveals the identity of any of the parties without the prior written consent of all parties.~~

Commented [DMH16]: Article 40 titled “Confidentiality” of the 2011 Rules was moved to Article 54 with the same title under Section VI titled “Other provisions” in the New 2024 Rules.

Article 41

Retrieval and destruction of documents

- ~~1. The party that submits original documents to the Centre shall request in writing the retrieval of such documents within 9 months after the date of communicating a copy of the award to it. The Centre shall not be liable for any of such documents upon the lapse of the said period.~~
- ~~2. All copies of documents submitted by the parties or the arbitrators to the Centre and vice versa may be destroyed upon the lapse of 9 months after the date of communicating a copy of the award to the parties.~~

Commented [DMH17]: Article 40 titled “Retrieval and destruction of documents” of the 2011 Rules was moved to Article 56 with the same title under Section VI titled “Other provisions” in the New 2024 Rules.

Section V Costs of ~~the~~ arbitration

Article ~~42~~41

~~Definition~~ **Determination of Costs**

1. The arbitral tribunal shall ~~fix~~ award the costs of arbitration ~~the final award and, if it deems appropriate, in another decision,~~ (“Costs”) in accordance with this Section of the Rules.
2. The term “Costs” includes ~~only~~:
 - a. A registration fee to be determined in accordance with article 43 of the Rules;
 - b. The administrative fees to be determined in accordance with article 44 of the Rules (the “Administrative Fees”);
 - c. The fees of the arbitral tribunal to be determined in accordance with article 45 of the Rules (the “Fees of the Arbitral Tribunal”);
 - d. The reasonable travel and other expenses incurred by the arbitrators;
 - e. The fees and reasonable expenses ~~costs~~ of ~~expert advice~~ the arbitral tribunal appointed experts pursuant to article 29 of the Rules and costs of other assistance (translation, case reporting, etc...) required by the arbitral tribunal;
 - f. The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
 - g. The legal and other costs incurred by the parties in relation to the arbitration (including party appointed experts’ fees and expenses) to the extent that the arbitral tribunal determines that the amount of such costs is reasonable; and
 - h. Any fees and expenses of the appointing authority in case the Centre is not designated as the appointing authority.

~~3. In relation to interpretation, correction or completion of any award under articles 37 to 39, the arbitral tribunal may charge its costs referred to in the above paragraph, but no additional fees.~~

~~4. In case the parties to ad hoc arbitrations agree that the Centre provides its administrative assistance to such arbitrations, the provisions stipulated in this Section shall apply, except where the parties agree on a different determination of the fees of the arbitral tribunal or on applying other rules in this respect.~~

~~5. In case an order is issued by the arbitral tribunal, before the final award is made, to terminate the proceedings pursuant to article 36 of the Rules, the Centre shall finally determine the costs of the arbitration having regard to when the arbitral tribunal has terminated the proceedings, the work performed by the arbitral tribunal and other relevant circumstances.~~

~~6. The Costs shall be paid by the parties to the Centre in cash or by a certified check in the name of the Centre and delivered to its address. Save for the registration fee, the payment of the Costs may be made by wire transfer indicating the case number with no charges on the Centre.~~

Commented [DMH18]: CRCICA Art 42, paragraph 3 of the 2011 Rules was moved to Art 47, paragraph 4 of the New 2024 Rules.

Commented [DMH19]: CRCICA Art 42, paragraph 4 of the 2011 Rules has been moved to the newly added Article 42, paragraph 2 of the New 2024 Rules

Commented [DMH20]: CRCICA Art 42, paragraph 5 of the 2011 Rules was moved to Art 47, paragraph 5 of the New 2024 Rules

Commented [DMH21]: CRCICA Art 42, paragraph 6 of the 2011 Rules was moved to Art 47, paragraph 2 of the New 2024 Rules.

Article 42

Scope of application of Costs

1. In accordance with article 1, paragraph 1 of the Rules, the provisions stipulated in this Section of the Rules shall apply irrespective of the version of the Rules agreed upon by the parties.
2. In case the parties to *ad hoc* arbitrations agree or the arbitral tribunal decides that the Centre provides its administrative assistance to such arbitrations, the provisions stipulated in this Section of the Rules shall apply, except where the parties agree on a different determination of the Fees of the Arbitral Tribunal or on applying other rules in this respect.

Commented [DMH22]: This is Article 42, paragraph 4 of the 2011 Rules moved here in Article 42, paragraph 2 of the New 2024 Rules

Article 43

Registration fee

1. Upon filing the notice of arbitration, the claimant shall pay a registration fee amounting to: ~~500 (five hundred) US Dollars. The same amount shall be paid by the respondent upon filing the counterclaim~~
 - a. 500 (five hundred) US Dollars for arbitrations where the **aggregate amount of all its claims** does not exceed 1 000 000 (one million) US Dollars.
 - ~~a.~~ 1000 (one thousand) US Dollars for arbitrations where **aggregate amount of all its claims** is equivalent to or exceeds 1 000 000 (one million) US Dollars or is subsequently increased to become 1 000 000 (one million) US Dollars or more.
- ~~2.~~ If the amount of the claims is not quantified, the claimant shall pay a non-refundable registration fee of 1000 (one thousand) US Dollars.
3. The provisions of paragraphs 1 and 2 of this article shall apply to any counterclaims and set-offs under the Rules.
4. ~~2.~~ If the registration fee is not paid upon filing the notice of arbitration, ~~or the counterclaim or the set-off,~~ the Centre shall not register the case, ~~or the counterclaim or the set-off.~~ If the registration fee is not paid in full in accordance with paragraph 1(b) of this article, the Centre may suspend or terminate the arbitral proceedings with respect to the re-adjusted sum claimed, counterclaimed or subject of a set-off, if the arbitral tribunal has not yet been fully constituted, or if it has not yet commenced the conduct of the proceedings. Otherwise, the Centre may request the arbitral tribunal to order such suspension or termination of the arbitral proceedings.
5. ~~3.~~ The registration fee is non-refundable.

Commented [DMH23]: Article 43, paragraph 2 of the 2011 Rules has been moved to this Article 43, paragraph 4 of the New 2024 Rules

Article 44

Administrative Fees

1. The Administrative Fees shall be determined based on the sum in dispute in accordance with Table (1) ~~annexed to these~~ of Annex 1 to the Rules.

2. The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs, save for the cases where the Centre fixes separate Costs for the claims and the counterclaims in accordance with article 46, paragraph 3 of the Rules.
3. Where the sum in dispute cannot be ascertained, the Centre shall determine the ~~e~~AAdministrative Fees taking all relevant circumstances into account.
4. The maximum amount of ~~e~~AAdministrative ~~F~~Fees shall be ~~50 000~~100 000 (~~fifty~~one hundred thousand) US Dollars.
5. In exceptional circumstances, the Centre may deviate from the amounts set out in Table ~~(1)~~ annexed of Annex 1 to these Rules.

Article 45

Fees of the ~~e~~AArbital ~~T~~Tribunal

1. The ~~f~~Fees of the ~~arbitrator~~Arbital Tribunal shall be determined based on the sum in dispute in accordance with the fees of the sole arbitrator in accordance with Tables ~~(2)~~ of Annex 1 to the Rules and the fees of three or more arbitrators in accordance with Table ~~(3)~~ of Annex 1 ~~annexed~~ to these Rules.
2. The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs, save for the cases where the Centre fixes separate Costs for the claims and the counterclaims in accordance with article 46, paragraph 3 of the Rules.
3. Where the sum in dispute cannot be ascertained, the Centre shall determine the ~~f~~Fees of the ~~e~~AArbital ~~T~~Tribunal taking all relevant circumstances into account.
4. Where the sum in dispute does not exceed ~~3 000 000~~500 000 (~~three million~~five hundred thousand) US Dollars, the fees of the sole arbitrator shall be determined as a flat amount in accordance with Table ~~(2)~~ annexed to these of Annex 1 to the Rules and the Fees of the Arbital Tribunal constituted of three or more arbitrators shall be determined as a flat amount in accordance with Table 3 of Annex 1 to the Rules.
5. Where the sum in dispute exceeds ~~3 000 000~~500 000 (~~three million~~five hundred thousand) US Dollars, the fees of the sole arbitrator shall be finally determined in accordance with the scales set out in Table ~~(2)~~ annexed to these of Annex 1 to the Rules and the Fees of the Arbital Tribunal constituted of three or more arbitrators shall be determined in accordance with the scales set out in Table 3 of Annex 1 to the Rules.
6. The total arbitrators' fees shall be distributed as follows: 40% for the Chairman of the arbitral tribunal and 30% for each co-arbitrator, unless otherwise agreed upon by the members of the arbitral tribunal.
7. The arbitrator is entitled only to the fees determined in accordance with Tables ~~(2)~~ and ~~(3)~~ ~~annexed of Annex 1~~ to these Rules, which are deemed to be approved by the arbitrator upon accepting his or her mission. The Centre's determination of the fees of the arbitrator ~~in accordance with~~ within the scales set out in Tables 2 and ~~(3)~~ annexed of Annex 1 to these Rules shall be final and subject to no revision in principle. After thus determining the Fees of the Arbital Tribunal, any change in such fees within the scales of fees shall be upon a reasoned request from the arbitral tribunal that shall be decided by the Centre according to

its discretion, having regard to the complexity of the dispute, the high sum in dispute, experience of arbitrators or any other relevant circumstances.

8. ~~The Fees of the Arbitral Tribunal shall be paid to the arbitral tribunal upon rendering its final award signed by the arbitrators it.~~ An advance not exceeding half of the deposited arbitrators Fees of the Arbitral Tribunal, may be paid before rendering the final award at the request of the arbitral tribunal but not before the oral hearing referred to in article 28 of the Rules, taking into consideration the work performed by the arbitral tribunal and other relevant circumstances.
9. ~~The Centre, in consultation with the remaining arbitrators re-constituted arbitral tribunal,~~ shall determine the fees of the arbitrator, who has deceased died after accepting his or her mission and before rendering the award, having regard to the work he or she has performed and all other relevant circumstances.
10. ~~The arbitrator who is removed according to article 1213 of the Rules or successfully challenged according to article 1314 of the Rules shall not be entitled to any fees, save for any fees already paid to such arbitrator in accordance with paragraph 8 of this article.~~
11. The arbitrator who resigns shall not be entitled to any fees, unless the Centre decides, after consulting the re-constituted arbitral tribunal, to deduct an amount out of its fees for the said arbitrator, having regard to the work performed before his or her resignation, any fees already paid in accordance with paragraph 8 of this article and other relevant circumstances.
12. ~~The~~ The arbitrator may not directly or indirectly enter into agreements with the parties or their representatives with respect to his or her fees or the eCosts. The arbitrator shall also not accept directly or indirectly gifts or privileges from any of the parties to the arbitration or their representatives, whether before the commencement of the arbitral proceedings, during or after it.
13. ~~In exceptional circumstances, the Centre may, upon the approval of the Advisory Committee, determine the Fees of the Arbitral Tribunal at a figure higher or lower than that which would result from the application of Table (2) or the scales set out in Table (3) annexed of Annex 1 to the Rules, provided that such determination does not exceed 25 %.~~

Article 46

Allocation of costs

- ~~1. The Costs of the arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.~~
- ~~2. The arbitral tribunal shall in the final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party(s) as a result of the decision on allocation of costs.~~

Deposit of the Administrative Fees and the Fees of the Arbitral Tribunal

1. The parties shall deposit at the Centre the determined Administrative Fees (in accordance with Table 1 of Annex 1 to the Rules and article 44 of the Rules) and the Fees of the Arbitral

Commented [DMH24]: Article 46 of the 2011 Rules titled "Allocation of costs" has been moved to Article 49 of the New 2024 Rules.

Commented [DMH25]: This is Article 47 of the 2011 Rules moved here to Article 46 of the New 2024 Rules titled "Deposit of the Administrative Fees and the Fees of the Arbitral Tribunal."

Commented [DMH26]: Article 47, paragraphs 1 of the 2011 Rules has been amended and moved to Article 46, paragraph (1) of the New 2024 Rules.

Tribunal (in accordance with Tables 2 and 3 of Annex 1 to the Rules and article 45 of the Rules) in full within 15 days after the receipt of the request of payment made by the Centre and in all cases before the commencement of the arbitration proceedings constitution of the arbitral tribunal. Unless otherwise agreed upon by the parties or decided by the arbitral tribunal, the costs and expenses, these deposits, save for the registration fee under article 43 of the Rules, are payable in equal shares by the claimant and the respondent.

- If the Administrative Fees and the Fees of the Arbitral Tribunal are not paid in accordance with paragraph 1 of this article, the Centre shall so inform the parties in order that one or more of them may make the required payment within a specified period of time set by the Centre. If such payment is not made, the Centre may suspend or terminate the arbitration proceedings if the arbitral tribunal has not yet been completely composed fully constituted, or if it has not yet commenced the conduct of the proceedings, otherwise the Centre may request the arbitral tribunal to make such suspension or termination of the arbitration proceedings.
- Notwithstanding paragraph 1 of this article, where counterclaims or set-offs are submitted, the Centre may, at the request of a party, decide that each party shall pay the Administrative Fees and the Fees of the Arbitral Tribunal corresponding to its claims, taking into consideration the relevant circumstances of the case.
- The amount of any Administrative Fees and the Fees of the Arbitral Tribunal fixed by the Centre may be subject to re-adjustment at any time during the course of the arbitration based on the change in the aggregate value of the claims, counterclaims and set-offs. The arbitral tribunal shall inform the Centre of any change in the sum in dispute. If the relevant payment relating to the re-adjustment is not made within the specified period of time set by the Centre, the Centre may request the arbitral tribunal to suspend or terminate the arbitration proceedings with respect to the re-adjusted sum claimed, counterclaimed or subject of a set-off.

Commented [DMH27]: Article 47, paragraph 2 of the 2011 Rules has been amended and moved to Article 46, paragraph 2 of the New 2024 Rules.

Article 47

Deposit of costs

~~1. The parties shall deposit the determined administrative and arbitrators' fees at the Centre before the commencement of the arbitration proceedings. Unless otherwise agreed upon by the parties or decided by the arbitral tribunal, the costs and expenses, save for the registration fee, are payable in equal shares by the claimant and the respondent.~~

Commented [DMH28]: Article 47, paragraph 1 of the 2011 Rules has been amended and moved to Article 46, paragraph 1 of the New 2024 Rules.

~~2. If the required deposits are not paid in full within 15 days after the receipt of the request, the Centre shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Centre may suspend or terminate the arbitration proceedings if the arbitral tribunal has not yet been completely composed, or if it has not commenced the proceedings, otherwise the Centre may request the arbitral tribunal to make such suspension or termination of the arbitration proceedings.~~

Commented [DMH29]: Article 47, paragraph 2 of the 2011 Rules has been amended moved to Article 46, paragraph 2 of the New 2024 Rules.

Costs and payment

- ~~The Costs shall be paid by the parties to the Centre in cash or by a certified check in the name of the Centre and delivered to its address. Save for the registration fee, the payment~~

Commented [DMH30]: Article 42, paragraph 6 of the 2011 Rules has been moved to this Article 47, paragraph 1 of the New 2024 Rules.

of the Costs may be made by wire transfer indicating the case number with no charges on the Centre accordance with the Centre's directions.

2. The parties are jointly and severally liable to the Centre for the Administrative Fees and the Fees of the Arbitral Tribunal.
3. ~~In relation to interpretation, correction or completion of any award under articles 3738 to 3940 of the Rules, the arbitral tribunal may charge its costs expenses referred to in the above paragraph in article 41, paragraph 2 (d) of the Rules, but no additional fees.~~
4. ~~In case an order is issued by the arbitral tribunal to terminate the proceedings, before the final award is made, to terminate the proceedings or to record the settlement in the form of an arbitral award on agreed terms pursuant to article 3637, paragraph 1 of the Rules, the Centre shall finally determine the eCosts of arbitration having regard to when the arbitral tribunal has terminated the proceedings or rendered an arbitral award on agreed terms, the work performed by the arbitral tribunal and other relevant circumstances.~~

Commented [DMH31]: Article 42, paragraph 3 of the 2011 Rules has been moved to this Article 47, paragraph 3 of the New 2024 Rules.

Commented [DMH32]: Article 42, paragraph 5 of the 2011 Rules has been moved to this Article 47, paragraph 4 of the New 2024 Rules.

Article 48

Expenses

In addition to the ~~eAdministrative and arbitrators' fees~~ and the Fees of the Arbitral Tribunal, the Centre shall fix an amount to cover any reasonable travel and other expenses referred to in article ~~4241~~, paragraphs 2 (d), (e), (f) and (h) of the Rules. Such expenses shall be payable in equal shares by the claimant and the respondent. If such expenses are not paid in full within 15 days after the receipt of the request of payment made by the Centre to the parties, the Centre shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Centre may request that the arbitral tribunal suspends or terminates the arbitral proceedings.

Article ~~47~~ 49

Allocation of Costs

1. ~~Before awarding the Costs, the arbitral tribunal shall request that the Centre provides a statement relating to the deposits made by the parties and, to the extent applicable, request from the parties their legal fees and other costs incurred in relation to the arbitration.~~
2. ~~Unless otherwise agreed, the Costs of the arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs any of the Costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case, including the parties' contributions to the efficient conduct of the proceedings and the avoidance of unnecessary Costs and delays.~~
3. ~~The arbitral tribunal shall in the final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party(s) as a result of the decision on allocation of costs referred to in the previous paragraph of this article.~~

Commented [DMH33]: Article 46 of the 2011 Rules has been moved to Article 49 of the New 2024 Rules.

Commented [DMH34]: Article 46, paragraph 1 of the 2011 Rules has been amended and moved to this Article 49, paragraph 2 of the New 2024 Rules.

Commented [DMH35]: Article 46, paragraph 1 of the 2011 Rules has been amended and moved to this Article 49, paragraph 2 of the New 2024 Rules.

Section VI
Other provisions

Article 50

Consolidation

1. A party may file a request to the Centre to consolidate two or more arbitrations pending under the Rules into a single arbitration (“Request for Consolidation”). The Centre may, upon the approval of the Advisory Committee, accept or reject the Request for Consolidation provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:
 - a. All parties have agreed in writing to consolidation;
 - b. All of the claims in the arbitrations are made under the same arbitration agreement or agreements; or
 - ~~a-c.~~ The claims in the arbitrations are not made under the same arbitration agreement or agreements and the Centre finds the arbitration agreements to be compatible and the disputes in the arbitrations arise in connection with the same legal relationship, the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or the disputes arise out of the same transaction or series of transactions.
2. The Request for Consolidation shall include the following:
 - a. The case reference numbers of the arbitrations requested to be consolidated;
 - b. The names in full, addresses, and other contact details, if known, of all parties and their representatives, if any, and any arbitrators who have been appointed in the arbitrations requested to be consolidated;
 - c. Identification of the arbitration agreement(s) that are invoked;
 - d. A copy of the contract(s) or other legal instrument(s) out of or in relation to which the Request for Consolidation arises, or reference thereto;
 - e. If the Request for Consolidation is being made under paragraph 1(a) of this article, identification of the relevant agreement and, where possible, a copy of such agreement;
 - f. A statement of the facts and legal basis supporting the Request for Consolidation of the arbitrations and an indication of the amount involved, if any, in each of the arbitrations; and
 - g. Comments on the constitution of the arbitral tribunal if the Request for Consolidation is accepted, including whether to preserve the appointment of any arbitrators already appointed.
- ~~2-3.~~ The Centre may vary any of the requirements in paragraph 2 of this article, as it deems appropriate.
- ~~3-4.~~ The Request for Consolidation shall be submitted by the party to the Centre in accordance with article 2, paragraph 6 of the Rules. The Centre shall communicate the Request for Consolidation to the non-requesting parties and any appointed arbitrators in the arbitrations requested to be consolidated.
- ~~4-5.~~ Within 10 days from the date of receipt of the Request for Consolidation from the Centre, the non-requesting parties and any appointed arbitrators in the arbitrations requested to be consolidated are required to provide their comments on the particulars set forth in the Request for Consolidation pursuant to paragraph 2 of this article to the Centre in accordance

with article 2, paragraph 6 of the Rules. The Centre shall communicate such comments of the non-requesting parties and any appointed arbitrators to the remaining parties.

~~5.6.~~ The Centre shall, upon the approval of the Advisory Committee, accept or reject the Request for Consolidation in accordance with paragraph 1 of this article after considering the views of all parties in accordance with paragraph 5 of this article, having regard to the circumstances of the arbitrations.

~~6.7.~~ The Centre's decision to accept the Request for Consolidation in accordance with paragraph 6 of this article is without prejudice to the arbitral tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Centre's decision to reject a Request for Consolidation in accordance with paragraph 6 of this article shall result in the arbitrations that are not consolidated to continue as separate arbitrations under the Rules.

~~7.8.~~ Where the Centre decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that is deemed by the Centre to have commenced first according to the Rules, unless otherwise agreed by all parties ~~or the Centre decides otherwise taking into consideration the circumstances of the case.~~ The Centre shall communicate such decision to all parties and to any appointed arbitrators in all arbitrations and shall revoke the appointment of the arbitrators in the arbitration(s) that shall not proceed.

~~8.9.~~ In respect of the arbitration(s) that shall not proceed as a result of the acceptance of a Request for Consolidation, the Centre shall determine the Costs, including the fees and expenses, if any, of the revoked arbitrators in accordance with the criteria set forth in article 47, paragraph 4 of the Rules.

~~9.10.~~ The Centre may adjust its Administrative Fees and the Fees of the Arbitral Tribunal, where appropriate, after a Request for Consolidation has been accepted.

Article 51

Multiple contracts

1. Parties may make claims arising out of or in connection with more than one contract in a single arbitration.
2. If any party raises any objections as to whether all of the claims made against it may be determined in a single arbitration, the claims may proceed in a single arbitration provided that the Centre *prima facie* does not lack jurisdiction over the dispute between the parties in accordance with article 6 of the Rules.
3. In deciding whether the claims shall proceed in a single arbitration, the Centre shall consult with the parties and shall have regard to:
 - a. Whether the arbitration agreements under which the claims are made are the same or compatible;
 - b. Whether the relief sought arises out of the same transaction or series of transactions;
and
 - ~~a-c.~~ Any other relevant circumstances.
- ~~3.4.~~ In all cases where the Centre decides that the claims may proceed in a single arbitration, any decision as to the arbitral tribunal's jurisdiction over the claims shall be made by the arbitral tribunal.

Article 52

Early dismissal of claims

The arbitral tribunal shall have the power, after hearing all parties, to decide that a claim is manifestly without legal merit and dismiss it at an early stage of the proceedings.

Article 53

Third party funding

The party that is funded by a third party in relation to the proceedings and its outcome shall disclose the existence of the funding and the identity of the funder at the commencement of and throughout the arbitral proceedings.

Article 54

Confidentiality

1. Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential all awards and decisions (including emergency decisions) as well as all materials ~~submitted by~~ created for the parties in purpose of the arbitral proceedings, including those submitted by the parties, not otherwise in the public domain, save and to the extent that a disclosure may be required of a party according to a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority. This undertaking also applies to the arbitrators, emergency arbitrators, the ~~tribunal~~ appointed experts, the secretary of the arbitral tribunal and the Centre (including the members of the Board of Trustees and the Advisory Committee).
2. The deliberations of the arbitral tribunal are ~~likewise~~ confidential, save and to the extent that a disclosure may be required by a court decision.
3. The Centre undertakes not to publish any decision or arbitral award or any part thereof that reveals the identity of any of the parties without the prior written consent of all parties.

Commented [DMH36]: Article 40 titled “Confidentiality” under Section IV titled “The award” of the 2011 Rules was moved to Article 54 in the New 2024 Rules.

Article 55

Exclusion of liability

Save for intentional wrongdoing, neither the arbitrators (including any emergency arbitrator), the Centre, its employees, the members of both the Board of Trustees and the Advisory Committee nor any person appointed by the arbitral tribunal shall be liable to any person based on any act or omission in connection with the arbitration in performing their functions under the Rules.

Commented [DMH37]: Article 16 titled “Exclusion of Liability” under Section II titled “Composition of the arbitral tribunal” in the 2011 Rules was moved to Article 55 in the New 2024 Rules.

Article 56

Retrieval and destruction of documents

1. The party that submits original documents to the Centre shall request in writing the retrieval of such documents within 9 months after the date of communicating a copy of the award to it. The Centre shall not be liable for any of such documents upon the lapse of the said period.

Commented [DMH38]: Article 41 titled “Retrieval and destruction of documents” under Section IV titled “The award” of the 2011 Rules was moved to Article 56 in the New 2024 Rules.

2. All copies of documents submitted by the parties or the arbitrators to the Centre and *vice versa* may be destroyed upon the lapse of 9 months after the date of communicating a copy of the award to the parties.

~~Annex to the Rules~~

Table (1)

Administrative Fees

Sum-in-Dispute in-US-Dollars	Administrative Fees in-US-Dollars
Up to 50-000	750
From 50-001 to 100-000	750 + 0.5% of the amount ever 50-000
From 100-001 to 200-000	1000 + 0.5% of the amount ever 100-000
From 200-001 to 500-000	1500 + 0.167% of the amount ever 200-000
From 500-001 to 750-000	2000 + 0.0% of the amount ever 500-000
From 750-001 to 1-000-000	4000 + 0.4% of the amount ever 750-000
From 1-000-001 to 2-000-000	5000 + 0.2% of the amount ever 1-000-000
From 2-000-001 to 3-000-000	7000 + 0.2% of the amount ever 2-000-000
From 3-000-001 to 4-000-000	9000 + 0.2% of the amount ever 3-000-000
From 4-000-001 to 5-000-000	11000 + 0.2% of the amount ever 4-000-000
From 5-000-001 to 6-000-000	13000 + 0.2% of the amount ever 5-000-000
From 6-000-001 to 7-000-000	15000 + 0.2% of the amount ever 6-000-000
From 7-000-001 to 8-000-000	17000 + 0.2% of the amount ever 7-000-000
From 8-000-001 to 9-000-000	19000 + 0.2% of the amount ever 8-000-000
From 9-000-001 to 10-000-000	21000 + 0.2% of the amount ever 9-000-000
From 10-000-001 to 30-000-000	23000 + 0.01% of the amount ever 10-000-000
From 30-000-001 to 50-000-000	25000 + 0.025% of the amount ever 30-000-000
From 50-000-001 to 80-000-000	30000 + 0.0167% of the amount ever 50-000-000
From 80-000-001 to 100-000-000	35000 + 0.075% of the amount ever 80-000-000
Over 100-000-000	50-000

Table (2)

Arbitrator's Fees for sums in dispute not exceeding three million US Dollars

Sum in Dispute in US Dollars		Fees of the Arbitrator in US Dollars
Up to	50.000	1.000
From	50.001 to 100.000	1.500
From	100.001 to 200.000	2.000
From	200.001 to 500.000	4.000
From	500.001 to 750.000	6.000
From	750.001 to 1.000.000	8.000
From	1.000.001 to 2.000.000	10.000
From	1.500.001 to 2.000.000	12.000
From	2.000.001 to 2.500.000	14.000
From	2.500.001 to 3.000.000	16.000

Table (3)

Arbitrator's Fees for sums in dispute exceeding three million US-Dollars

Sum in Dispute in US-Dollars	Minimum fees of the Arbitrator in US-Dollars	Maximum fees of the Arbitrator in US-Dollars
From 3.000.000 to 5.000.000	17.615 of the amount over 3.000.000 0.263%	80.627 of the amount over 3.000.000 0.975%
From 5.000.000 to 10.000.000	22.875 of the amount over 5.000.000 0.099%	100.127 of the amount over 5.000.000 0.638%
From 10.000.000 to 30.000.000	27.375 of the amount over 10.000.000 0.045%	132.027 of the amount over 10.000.000 0.169%
From 30.000.000 to 50.000.000	36.375 of the amount over 30.000.000 0.042%	165.027 of the amount over 30.000.000 0.161%
From 50.000.000 to 80.000.000	44.775 of the amount over 50.000.000 0.023%	198.027 of the amount over 50.000.000 0.114%
From 80.000.000 to 100.000.000	51.675 of the amount over 80.000.000 0.015%	232.027 of the amount over 80.000.000 0.084%
Over 100.000.000	54.675 of the amount over 100.000.000 0.0075%	240.027 of the amount over 100.000.000 0.042%

Annex 1
Tables of the Administrative Fees and the Fees of the Arbitral Tribunal

Table (1) Administrative Fees

<u>Sum in Dispute in US Dollars</u>	<u>Administrative Fees in US Dollars</u>
<u>Up to 50,000</u>	<u>750</u>
<u>From 50,001 to 200,000</u>	<u>750 + 1.5% of the amount over 50,000</u>
<u>From 200,001 to 500,000</u>	<u>3,000 + 0.8% of the amount above 200,000</u>
<u>From 500,001 to 1,000,000</u>	<u>5,400 + 0.6% of the amount above 500,000</u>
<u>From 1,000,001 to 5,000,000</u>	<u>8,400 + 0.3% of the amount above 1,000,000</u>
<u>From 5,000,001 to 10,000,000</u>	<u>20,400 + 0.192% of the amount above 5,000,000</u>
<u>From 10,000,001 to 30,000,000</u>	<u>30,000 + 0.05% of the amount above 10,000,000</u>
<u>From 30,000,001 to 50,000,000</u>	<u>40,000 + 0.05% of the amount above 30,000,000</u>
<u>From 50,000,001 to 80,000,000</u>	<u>50,000 + 0.05% of the amount above 50,000,000</u>
<u>From 80,000,001 to 100,000,000</u>	<u>65,000 + 0.05% of the amount above 80,000,000</u>
<u>Over 100,000,000</u>	<u>75,000 + 0.04% of the amount above 100,000,000</u> <u>(capped at 100,000)</u>

Table (2) Sole Arbitrator Fees

<u>Sum in Dispute in US Dollars</u>	<u>Fees of the Arbitrator in US Dollars</u>	
<u>Up to 25,000</u>	<u>1,050</u>	
<u>From 25,001 to 50,000</u>	<u>1,050+1.75% of the amount above 25,000</u>	
<u>From 50,001 to 100,000</u>	<u>1,487.5+1.575% of the amount above 50,000</u>	
<u>From 100,001 to 200,000</u>	<u>2,275+1.4% of the amount above 100,000</u>	
<u>From 200,001 to 500,000</u>	<u>3,675+1.3125% of the amount above 200,000</u>	
-	<u>Minimum Fees</u>	<u>Maximum Fees</u>
<u>From 500,001 to 1,000,000</u>	<u>7,612.5+0.7% of the amount above 500,000</u>	<u>34,256+3.15% of the amount above 500,000</u>
<u>From 1,000,001 to 2,000,000</u>	<u>11,112.5+0.525% of the amount above 1,000,000</u>	<u>50,006.25+2.3625% of the amount above 1,000,000</u>
<u>From 2,000,001 to 5,000,000</u>	<u>16,362.5+0.4025% of the amount above 2,000,000</u>	<u>73,631.25+1.81125% of the amount above 2,000,000</u>
<u>From 5,000,001 to 10,000,000</u>	<u>28,437.5+0.105% of the amount above 5,000,000</u>	<u>127,968.75+0.4725% of the amount above 5,000,000</u>
<u>From 10,000,001 to 30,000,000</u>	<u>33,687.5+0.0525% of the amount above 10,000,000</u>	<u>151,593.75+0.23625% of the amount above 10,000,000</u>
<u>From 30,000,001 to 50,000,000</u>	<u>44,187.5+0.049% of the amount above 30,000,000</u>	<u>198,843.75+0.2205% of the amount above 30,000,000</u>
<u>From 50,000,001 to 80,000,000</u>	<u>53,987.5+0.035% of the amount above 50,000,000</u>	<u>242,943.75+0.1575% of the amount above 50,000,000</u>
<u>From 80,000,001 to 100,000,000</u>	<u>64,487.5+0.0245% of the amount above 80,000,000</u>	<u>290,193.75+0.11025% of the amount above 80,000,000</u>
<u>Over 100,000,000</u>	<u>69,387.5+0.00875% of the amount above 100,000,000</u>	<u>312,243.75+0.039375% of the amount above 100,000,000</u>

Table (3) Fees of the Arbitral Tribunal (3 or more arbitrators)

<u>Sum in Dispute in US Dollars</u>	<u>Fees of the Arbitral Tribunal in US Dollars</u>	
<u>Up to 25,000</u>	<u>3,000</u>	
<u>From 25,001 to 50,000</u>	<u>3,000+5% of the amount above 25,000</u>	
<u>From 50,000 to 100,000</u>	<u>4,250+4.5% of the amount above 50,000</u>	
<u>From 100,001 to 200,000</u>	<u>6500+4% of the amount above 100,000</u>	
<u>From 200,001 to 500,000</u>	<u>10500+3.75% of the amount above 200,000</u>	
	<u>Minimum Fees</u>	<u>Maximum Fees</u>
<u>From 500,001 to 1,000,000</u>	<u>21,750+2% of the amount above 500,000</u>	<u>97,875+9% of the amount above 500,000</u>
<u>From 1,000,001 to 2,000,000</u>	<u>31,750+1.5% of the amount above 1,000,000</u>	<u>142,975+6.75% of the amount above 1,000,000</u>
<u>From 2,000,001 to 5,000,000</u>	<u>46,750+1.15% of the amount above 2,000,000</u>	<u>210,375+5.175% of the amount above 2,000,000</u>
<u>From 5,000,001 to 10,000,000</u>	<u>81,250+0.3% of the amount above 5,000,000</u>	<u>365,625+1.35% of the amount above 5,000,000</u>
<u>From 10,000,001 to 30,000,000</u>	<u>96,250+0.15% of the amount above 10,000,000</u>	<u>433,125+0.675% of the amount above 10,000,000</u>
<u>From 30,000,001 to 50,000,000</u>	<u>126,250+0.14% of the amount above 30,000,000</u>	<u>568,125+0.63% of the amount above 30,000,000</u>
<u>From 50,000,001 to 80,000,000</u>	<u>154,250+0.1% of the amount above 50,000,000</u>	<u>694,125+0.45% of the amount above 50,000,000</u>
<u>From 80,000,001 to 100,000,000</u>	<u>184,250+0.07% of the amount above 80,000,000</u>	<u>829,125+0.315% of the amount above 80,000,000</u>
<u>Over 100,000,000</u>	<u>198,250+0.025% of the amount above 100,000,000</u>	<u>892,125+0.1125% of the amount above 100,000,000</u>

Annex 2
Emergency Arbitrator Rules

Article 1

Emergency arbitrator

1. Prior to, concurrent with or following the filing of a notice of arbitration, but before the constitution of the arbitral tribunal, a party initiating recourse to an emergency arbitrator pursuant to article 26, paragraph 1 of the CRCICA Arbitration Rules shall submit its application for urgent interim measures (the “Urgent Application”) to the Centre.
2. The powers of the emergency arbitrator shall be those set out in article 26, paragraphs 1, 2, 6 and 7 of the CRCICA Arbitration Rules. Such powers terminate when an Emergency Decision, as defined in article 8, paragraph 1 of this Annex, ceases to be binding according to article 9, paragraph 4 of this Annex.

Article 2

Urgent Application for the appointment of an emergency arbitrator

1. The Urgent Application shall include the following:
 - a. The names in full, addresses and other contact details of each of the parties;
 - b. the name(s) in full, address(es), contact details and proof of authority of any person(s) representing the applicant(s);
 - c. Identification of the arbitration agreement that is invoked;
 - d. Identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - e. A brief description of the claim, as well as the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims (including unquantified claims), if any;
 - f. A description of the circumstances giving rise to the Urgent Application and of the underlying dispute referred or to be referred to arbitration;
 - g. A statement of the urgent measures sought;
 - h. The reasons why the applicant needs urgent measures that cannot await the constitution of an arbitral tribunal;
 - i. Any agreement as to the language of arbitration, applicable rules of law and place of arbitration; and
 - ~~a.~~ j. Proof of payment of the amount referred to in article 11, paragraph 1 of this Annex.
2. The Urgent Application shall be drawn up in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.
3. The Urgent Application shall be submitted in a number of copies equal to the number required to provide one copy for the emergency arbitrator, one copy for each of the remaining parties and one copy for the Centre. However, the Urgent Application may also

be submitted using the Centre's online form according to the conditions available at CRCICA's website.¹

Article 3

Communication of the Urgent Application to the other party

As soon as an Urgent Application for the appointment of an emergency arbitrator has been submitted and accepted by the Centre, the Centre shall communicate the Urgent Application to the other party provided that the proof of payment of the amount referred to in article 11, paragraph 1 of this Annex has been submitted to the Centre.

Article 4

Appointment, challenge and replacement of the emergency arbitrator

1. The Centre shall appoint an emergency arbitrator within as short a time as possible, normally within 2 days from the Centre's acceptance of the Urgent Application.
2. An emergency arbitrator shall not be appointed if the Centre *prima facie* lacks jurisdiction over the dispute.
3. The appointment of an emergency arbitrator shall be completed only upon the acceptance of his or her mission. A prospective emergency arbitrator shall sign a statement of acceptance, availability, impartiality and independence communicated by the Centre. The Centre shall provide a copy of such statement to the parties.
4. Every emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute.
- 4.5. A party that intends to challenge the emergency arbitrator shall file with the Centre a written notice of its challenge within 2 days after it has been notified of the appointment of the challenged arbitrator, or within 2 days after the circumstances justifying the challenge became known to that party. The notice of challenge shall state the reasons for the challenge. The Centre shall communicate the notice of challenge to all other parties and to the emergency arbitrator who is challenged.
- 5.6. If within 2 days from the date of communicating the notice of challenge to all parties the parties do not agree to remove the challenged arbitrator or the latter does not withdraw, the challenge shall be decided by an impartial and independent member to be selected by the Centre from among the members of the Advisory Committee², after the Centre has afforded an opportunity for the emergency arbitrator and the other party or parties to provide comments in writing within a suitable period of time. **The arbitrator who is removed, successfully challenged or withdrawn shall not be entitled to any fees.**
- 6.7. Where an emergency arbitrator has to be replaced during the course of the emergency arbitral proceedings, a substitute emergency arbitrator shall be appointed as per paragraph 1 of this article. If the emergency arbitrator is replaced, the proceedings shall resume at the stage where the emergency arbitrator was replaced or ceased to perform his or her functions, unless the substitute emergency arbitrator decides otherwise. However, in the event that the

¹ For more information, please visit <https://cricica.org/>

² Please refer to Articles 3 and 8 of the By-laws of the Advisory Committee in Annex 4 to the Rules.

replacement takes place and a hearing has been held, another hearing shall be held in the presence of the substitute arbitrator.

7.8. An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Urgent Application and in respect of which he or she has acted.

Article 5

Place of the emergency arbitrator proceedings

1. If the parties have agreed upon the place of the arbitration, such place shall be the place of the emergency arbitrator proceedings. In the absence of such agreement, the emergency arbitrator shall fix the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of the arbitration pursuant to article 18, paragraph 1 of the CRCICA Arbitration Rules.
2. Any meetings with the emergency arbitrator may be conducted remotely or in person at any location the emergency arbitrator considers.

Article 6

Referral to the emergency arbitrator and written communications

Once an emergency arbitrator has been appointed, the Centre shall promptly refer the Urgent Application, and any other documents or information relating to the Urgent Application, to the emergency arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the emergency arbitrator with a copy to the other party and the Centre. A copy of any written communications from the emergency arbitrator to the parties shall be submitted to the Centre.

Article 7

Conduct of the emergency arbitrator proceedings

The emergency arbitrator may conduct the proceedings in such a manner as he or she considers appropriate, taking into account the urgency inherent in such proceedings and ensuring that each party has a reasonable opportunity to be heard on the Urgent Application.

Article 8

Emergency Decision

1. The emergency arbitrator's decision on the Urgent Application, whether in the form of an order or award or in any other form, shall be referred to as (the "Emergency Decision").
2. The Emergency Decision shall be made within 15 days from the date on which the Centre transmitted the Urgent Application, and any other documents or information relating to the Urgent Application to the emergency arbitrator. This time limit may be extended by agreement of the parties or, in exceptional circumstances, by the Centre.
3. The Emergency Decision shall:
 - a. Be made in writing;
 - b. Contain the date when it was made, the arbitration agreement invoked, the place of the emergency arbitrator proceedings and the reasons upon which the Emergency Decision is based, including a determination on the emergency arbitrator's own jurisdiction; and
 - a-c. Be signed by the emergency arbitrator.
4. Within the time limit established pursuant to paragraph 2 of this article, the emergency arbitrator shall send the Emergency Decision to the parties, with a copy to the Centre, by

any of the means of communication permitted by article 2, paragraph 7(b) of the CRCICA Arbitration Rules that he or she considers will ensure prompt receipt.

5. The emergency arbitrator may make the Emergency Decision subject to such conditions as he or she thinks fit, including requiring the provision of appropriate security.
6. The Emergency Decision may be made even if in the meantime the arbitral tribunal has been fully constituted.

Article 9

Binding effect of the Emergency Decision

1. An Emergency Decision shall be binding on the parties when rendered and shall have the same effect as an interim measure granted pursuant to article 26 of the CRCICA Arbitration Rules.
2. At the reasoned request of a party, the emergency arbitrator may modify, suspend or terminate the Emergency Decision.
3. By agreeing to arbitration under the CRCICA Arbitration Rules, the parties undertake to comply with any Emergency Decision without delay.
4. The Emergency Decision ceases to be binding if:
 - a. The emergency arbitrator, pursuant to paragraph 2 of this article, or an arbitral tribunal so decides;
 - b. An arbitral tribunal makes a final award, unless the arbitral tribunal expressly decides otherwise;
 - c. Arbitration is not commenced within 10 days from the date of the Emergency Decision;
 - d. The case is not referred to an arbitral tribunal within 90 days from the date of the Emergency Decision. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by the Centre.
 - e. The challenge against the emergency arbitrator is accepted by the impartial and independent member selected by the Centre from among the members of the Advisory Committee, pursuant to article 4, paragraphs 6 and 7 of this Annex ; or
 - a-f. There is a withdrawal of all claims or upon the termination of the arbitral proceedings before the rendering of a final award.
5. An arbitral tribunal is not bound by the decision(s) and reasons of the emergency arbitrator.

Article 10

Possibility of resorting to competent judicial authority

The emergency arbitrator provisions are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority. Any request for such measures from a competent judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Article 11

Costs of the emergency arbitrator proceedings

1. The party applying for the appointment of an emergency arbitrator shall pay the costs set out in paragraph 2 (a) and (b) of this article upon filing the Urgent Application.
2. The costs of the emergency arbitrator proceedings shall be finally determined by the Centre and shall include:

a. The fee of the emergency arbitrator which shall not be less than the minimum amount of 10000 (ten thousand) US Dollars and shall not exceed the maximum amount of 30000 (thirty thousand) US Dollars; and

~~a-b~~ The application fee of 5000 (five thousand) US Dollars.

2.3. At the request of a party, the emergency arbitrator shall in the Emergency Decision apportion the costs of the proceedings, including the reasonable costs incurred by the parties, and costs for legal representation, between the parties, subject to the power of the arbitral tribunal to finally determine the apportionment of such costs.

4. In the event that the proceedings do not take place pursuant to this Annex or are otherwise terminated prior to the making of an Emergency Decision, the Centre shall determine the amount to be reimbursed to the applicant, if any. An amount of 1000 (one thousand) US Dollars for the Centre's administrative expenses is non-refundable in all cases.

Annex 3 Expedited Arbitration Rules

Article 1

Scope of application

1. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the CRCICA Expedited Arbitration Rules (“Expedited Rules”), then such disputes shall be settled in accordance with the Expedited Rules.
2. Insofar as this Annex 3 does not provide otherwise, the CRCICA Arbitration Rules shall apply to an arbitration under the Expedited Rules.

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Article 2

Opting out of Expedited Rules

1. At any time during the proceedings, the parties may agree that the Expedited Rules shall no longer apply to the arbitration.
- ~~1.~~ 2. When the Expedited Rules no longer apply to the arbitration pursuant to paragraph 1 of this article, the arbitral tribunal shall remain in place and conduct the arbitration in accordance with the CRCICA Arbitration Rules.

Article 3

Conduct of the parties and the arbitral tribunal

1. The parties and the arbitral tribunal shall act expeditiously and in good faith in the proceedings taking into account the time frames set forth in the Expedited Rules.
2. The arbitral tribunal may utilize any technological means as it considers appropriate to conduct the proceedings.

Article 4

Notice of arbitration and statement of claim

1. A notice of arbitration shall include claimant’s full statement of claim as well as a proposal for the appointment of an arbitrator.
2. When the claimant files its notice of arbitration with the Centre, including its full statement of claim, the Centre shall expeditiously communicate it to the respondent, once the Centre has collected the registration fee required by article 43 of the CRCICA Arbitration Rules.
- ~~1.~~ 3. The Centre shall communicate the notice of arbitration, including the full statement of claim, to any arbitrator once appointed.

Article 5

Response to the notice of arbitration and statement of defence

1. Within 30 days from the receipt of claimant's notice of arbitration (including its full statement of claim), the respondent shall file a response to the notice of arbitration with the Centre, which shall include its full statement of defence.
2. When the respondent files its response to the notice of arbitration, including its full statement of defence, the Centre shall expeditiously communicate it to the claimant.
3. The Centre shall communicate the response to the notice of arbitration, including the full statement of defence, to any arbitrator once appointed.

Article 6

Number of arbitrators

1. Unless otherwise agreed by the parties, there shall be one arbitrator.
- ~~2.~~ If the parties have agreed that three arbitrators are to be appointed, articles 10 and 11 of the CRCICA Arbitration Rules shall apply. However, each of the 30 days deadlines provided for under articles 10 and 11 of the CRCICA Arbitration Rules shall be abridged to 15 days.

Article 7

Appointment of a sole arbitrator

1. A sole arbitrator shall be appointed jointly by the parties.
- ~~2.~~ If the parties have not reached agreement on the appointment of a sole arbitrator 15 days after a proposal has been received by all other parties, a sole arbitrator shall be directly and expeditiously appointed by the Centre.

Article 8

Challenge, removal and replacement of an arbitrator

1. A party that intends to challenge an arbitrator shall file with the Centre a written notice of its challenge within 7 days after it has been notified of the appointment of the challenged arbitrator, or within 7 days after the circumstances justifying the challenge became known to that party. The notice of challenge shall state the reasons for the challenge.
2. The Centre shall communicate the notice of challenge to all other parties and to the challenged arbitrator and the other arbitrators (if any).
3. If, within 7 days from the date of communicating the notice of challenge, all parties do not agree to remove the challenged arbitrator or the latter does not withdraw, the party making the challenge may elect to pursue it. In that case, the challenge shall be decided by an impartial and independent member to be selected by the Centre from among the members of the Advisory Committee¹, after the Centre has afforded an opportunity for the challenged

¹ Please refer to Articles 3 and 8 of the By-laws of the Advisory Committee in Annex 4 to the Rules.

arbitrator, the other party or parties and the other arbitrators (if any) to provide comments in writing within a suitable period of time.

4. In the event that an arbitrator fails to act or in the event of de jure or de facto impossibility of performing his or her functions in accordance with the CRCICA Arbitration Rules, or in the event that he or she deliberately delays the commencement or the continuation of the arbitral proceedings, or if the arbitrator does not fulfil the legal or contractual requirements, the said arbitrator may be removed, at the request of a party. In that case, the removal shall be decided by an impartial and independent member to be selected by the Centre from among the members of the Advisory Committee², after the Centre has afforded an opportunity for the said arbitrator, the other party or parties and the other arbitrators (if any) to provide comments in writing within a suitable period of time.
5. Where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be directly appointed by the Centre within 7 days from the date of the relevant decision.

Article 9

Hearings

The arbitral tribunal may, after inviting the parties to express their views and in the absence of a request to hold hearings submitted at an appropriate stage of the proceedings, decide that hearings shall not be held.

Article 10

Evidence

1. The arbitral tribunal may decide which documents, exhibits or other evidence the parties should produce. The arbitral tribunal may reject any request, unless made by all parties, to establish a procedure whereby each party can request another party to produce documents.
2. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, shall be presented in writing and signed by them.
- ~~3.~~ The arbitral tribunal may decide which witnesses, including expert witnesses, shall testify to the arbitral tribunal if hearings are held.

Article 11

Award

1. The award shall be made within six months from the date of the constitution of the arbitral tribunal unless otherwise agreed by the parties.
- ~~2.~~ The Centre may extend the period of time established in accordance with paragraph 1 of this article upon a reasoned request from the arbitral tribunal or on the Centre's own initiative if it decides it is necessary to do so.

² Please refer to Articles 3 and 8 of the By-laws of the Advisory Committee in Annex 4 to the Rules.

Article 12

Costs of Expedited Arbitration

Section V of the CRCICA Arbitration Rules shall apply, except for the Schedule of Arbitrator's Fees provided within this Annex 3.

Arbitrator's Fees (Expedited Arbitration)

<u>Sum in Dispute in US Dollars</u>	<u>Arbitrator's Fees in US Dollars</u>	
<u>Up to 25,000</u>	840	
<u>From 25,001 to 50,000</u>	840+1.4% of the amount above 25,000	
<u>From 50,001 to 100,000</u>	1,190+1.26% of the amount above 50,000	
<u>From 100,001 to 200,000</u>	1,820+1.12% of the amount above 100,000	
<u>From 200,001 to 500,000</u>	2,940+1.05% of the amount above 200,000	
-	<u>Minimum Fees</u>	<u>Maximum Fees</u>
<u>From 500,001 to 1,000,000</u>	6,090+0.56% of the amount above 500,000	27,405+2.52% of the amount above 500,000
<u>From 1,000,001 to 2,000,000</u>	8,890+0.42% of the amount above 1,000,000	40,005+1.89% of the amount above 1,000,000
<u>From 2,000,001 to 5,000,000</u>	13,090+0.322% of the amount above 2,000,000	58,905+1.449% of the amount above 2,000,000
<u>From 5,000,001 to 10,000,000</u>	22,750+0.084% of the amount above 5,000,000	102,375+0.378% of the amount above 5,000,000
<u>From 10,000,001 to 30,000,000</u>	26,950+0.042% of the amount above 10,000,000	121,275+0.189% of the amount above 10,000,000
<u>From 30,000,001 to 50,000,000</u>	35,350+0.0392% of the amount above 30,000,000	159,075+0.1764% of the amount above 30,000,000
<u>From 50,000,001 to 80,000,000</u>	43,190+0.0228% of the amount above 50,000,000	194,355+0.126% of the amount above 50,000,000
<u>From 80,000,001 to 100,000,000</u>	51,590+0.0196% of the amount above 80,000,000	232,155+0.0882% of the amount above 80,000,000
<u>Over 100,000,000</u>	55,510+0.007% of the amount above 100,000,000	249,795+0.0315% of the amount above 100,000,000

Annex 4

By-laws of the Advisory Committee of the Centre

Article 1

Formation of the Advisory Committee

1. The Cairo Regional Centre for International Commercial Arbitration (“CRCICA” or “the Centre”) shall have an Advisory Committee consisting of a ~~Chairman~~Chairperson, two (2) Vice ~~Chairmen~~Chairpersons, and ~~twelve~~ sixteen (16) members at the most to be appointed by the Director of the Centre from among the members of the Board of Trustees as well as eminent African, Asian and other personalities specialised in the fields of international arbitration, Alternative Dispute Resolution (“ADR”) mechanisms and international trade.
2. Once fully constituted, the Advisory Committee shall elect from among its members, a ~~Chairman~~ Chairperson and two Vice-~~Chairmen~~Chairpersons. The term of office of the ~~Chairman~~ Chairperson and the Vice-~~Chairmen~~ Chairpersons shall be four renewable years.
3. The ~~Chairman~~ Chairperson and the Vice-~~Chairmen~~ Chairpersons shall be elected by acclamation or secret ballot. The candidate who receives the highest number of votes shall be elected. The ~~Chairman~~ Chairperson shall continue to hold office until a new ~~Chairman~~ Chairperson is elected.³

Article 2

Term of the Advisory Committee

The term of the Advisory Committee shall be four years, which may be renewed once for a similar term, unless otherwise determined due to special circumstances. In case the post of one of the members becomes vacant during his/her term of office, a new member shall be appointed to replace the said member until the end of the latter’s term of office.

Article 3

Functions of the Advisory Committee

1. The Advisory Committee shall carry out the functions provided for in the Centre’s Arbitration Rules in force as from ~~1 March 2011~~ **15 January 2024** (“the Rules”) as well as any other functions that may be referred to in the Centre’s future Arbitration Rules, particularly the following:
 - a. Providing advice with respect to the Centre’s decision not to proceed with arbitral proceedings in whole or in part, according to article 6, paragraph 2 of the Rules;
 - b. Providing advice with respect to the Centre’s decision not to reject ~~reject~~ proceed with the appointment of arbitrators ~~any arbitrator~~ according to ~~article 8(5)~~ article 12, paragraph 3 of the Rules;
 - c. Providing advice with respect to the Centre’s decision to accept or reject the Request for Consolidation in accordance with article 50, paragraphs 1 and 6 of the Rules;

³ The names of the current members of the Advisory Committee are available at : <https://crcica.org/advisory-committee/>

- ~~e.d.~~ Deciding on the removal of arbitrators according to article ~~12~~ 13 of the Rules via an impartial and independent tripartite *ad hoc* committee to be composed by the Centre from among the members of the Advisory Committee without disclosing their names to the parties. The decision shall be made by the majority of votes of the members of the *ad hoc* Committee ~~without giving reasons in writing~~, and shall be ~~both~~ reasoned, final and unchallengeable;
- ~~d.e.~~ Deciding on the removal of arbitrators according to article 8, paragraph 4 of Annex 3 to the Rules (Expedited Arbitration Rules) via an impartial and independent member to be selected by the Centre from among the members of the Advisory Committee without disclosing his or her name to the parties. The decision shall be made expeditiously by the member in writing and shall be reasoned, final and unchallengeable;
- e. ~~f.d.~~ Deciding on the challenge of arbitrators according to article ~~13(6)~~ 14, paragraph 6 of the Rules via an impartial and independent tripartite *ad hoc* committee to be composed by the Centre from among the members of the Advisory Committee without disclosing their names to the parties. The decision shall be made by the majority of votes of the members of the *ad hoc* Committee without giving reasons and shall be both final and unchallengeable;
- g. Deciding on the challenge arbitrators according to article 4, paragraph 6 of Annex 2 to the Rules (Emergency Arbitrator Rules) and article 8, paragraph 3 of Annex 3 to the Rules (Expedited Arbitration Rules) via an impartial and independent member to be selected by the Centre from among the members of the Advisory Committee without disclosing his or her name to the parties. The decision shall be made expeditiously by the member in writing and shall be reasoned, final and unchallengeable;
- ~~g.h.~~ Providing advice with respect to the Centre's decision to deprive any party of its right to appoint a substitute arbitrator according to article ~~14(2)~~ 15, paragraph 2 of the Rules; and
- ~~h.i.~~ Providing advice with respect to the Centre's determination, according to article ~~45(12)~~ 13 of the Rules, of the fees of the arbitral tribunal at a figure higher or lower than that which would result from the application of the tables of fees annexed to the Rules.
2. The Advisory Committee may delegate some of its functions to the Director of the Centre for making the necessary decisions, particularly with respect to the decision not to proceed with arbitral proceedings in accordance with article 6, paragraph 2 of the Rules and the determination, according to article ~~45(12)~~ 13 of the Rules, of the fees of the arbitral tribunal at a figure higher or lower than that which would result from the application of the tables of fees annexed to the Rules. The Director of the Centre shall present a report to the Advisory Committee on the procedures taken or the decisions made according to the delegated functions.
3. The Director of the Centre may particularly consult with the Advisory Committee regarding the following matters:
- a. Reviewing the potential proposals regarding the amendment of the Arbitration, Mediation and other Alternative Dispute Resolution (ADR) Rules and procedures under the auspices of the Centre, including the revision of arbitrators' fees, in light of

the practical application of these rules as well as the proposed amendments of the UNCITRAL Rules;

- b. Reviewing the nature and themes of the activities carried out by the Centre such as conferences and training programs;
- c. Reviewing the cooperation agreements which are concluded by the Centre and its branches;
- d. Reviewing the matters that may be proposed by the members of the Advisory Committee;
- e. Reviewing the matters that may be referred thereto by the Director of the Centre; and
- f. Reviewing the matters that may be referred thereto by the Board of Trustees of the Centre.

Article 4

Meetings of the Advisory Committee

1. The Advisory Committee shall hold meetings at least four times annually upon an invitation by the Director of the Centre or the ~~Chairman~~Chairperson of the Advisory Committee, or upon the request made by at least one third of the members of the Advisory Committee.
2. There shall be no required quorum for the validity of the meetings of the Advisory Committee.
3. The Director of the Centre shall attend the meetings of the Advisory Committee and shall be entitled to vote.
4. The meetings shall be presided over by the ~~Chairman~~Chairperson or, in the event of his/her absence for any reason, they shall be presided over by the oldest Vice ~~Chairman~~Chairperson. In the event of the absence of the ~~Chairman~~Chairperson and both Vice ~~Chairmen~~Chairpersons, the Director of the Centre shall preside over the meetings of the Advisory Committee.
5. A member of the Centre shall be selected to be in charge of the logistics and the preparation of the draft agenda of the Advisory Committee meetings in collaboration with the Director of the Centre.
6. The minutes of meetings shall be prepared to record the discussions held and different views, as well as the resolutions passed and recommendations made at the meetings. The minutes of meetings shall be approved by the ~~Chairman~~Chairperson or his/her substitute, as well as by the Director of the Centre.
7. Any member of the Committee who, without giving reasons, fails to participate in any of the works of the Committee at three consecutive meetings, shall be deemed to have revealed his/her wish to vacate his/her post.⁴

⁴Added based on by the Decision of the Advisory Committee in its meeting held on 21 April 2019.

Article 5

Resolutions of the Advisory Committee

1. Resolutions and recommendations of the Advisory Committee shall be made upon the approval of the majority of votes of the attending members. Resolutions and recommendations may be passed by circulation whenever deemed necessary.
2. In case of a tie vote, the ~~Chairman~~Chairperson or his/her substitute shall have the casting vote.
3. The ~~Chairman~~Chairperson of the Advisory Committee or his/her substitute may issue decisions on behalf of the Advisory Committee in case of urgent matters, and shall notify the Advisory Committee of such decisions made on behalf thereof.

Article 6

Sub-committees of the Advisory Committee

The Advisory Committee may form sub-committee(s) from among its members to be assigned certain tasks during the periods falling between the meetings of the Advisory Committee. The Advisory Committee shall review and approve the reports of such sub-committees and shall make the necessary decisions and recommendations in regard thereof. The sub-committees shall be in charge of setting the necessary rules and procedures regulating the accomplishment of their assigned missions.

Article 7

Appointment of members of the Advisory Committee as arbitrators

Parties to arbitration may appoint the members of the Advisory Committee as arbitrators. Likewise, the Centre may nominate the members of the Advisory Committee to act as arbitrators by way of the list procedure, according to the Centre's Arbitration Rules. In case the parties fail to reach an agreement regarding the appointment of an arbitrator as per this procedure, the Centre, in making the appointment, shall not appoint a member of the Advisory Committee as arbitrator.

Article 8

Conflict of interest of members of the Advisory Committee

For the purpose of the selection of ~~the members of the~~ an impartial and independent member or the composition of a tripartite *ad hoc* committee, ~~composed~~ by the Centre from among the members of the Advisory Committee for deciding on challenges and requests to remove arbitrators and emergency arbitrators, members having any recognizable conflict of interest shall be avoided.

Model Arbitration Clauses

CRCICA Model Arbitration Clause for ~~Contracts~~ Future Disputes

For contracting parties who wish to have future disputes referred to arbitration under the CRCICA Arbitration Rules, the following clause is recommended:

Any dispute, controversy or claim arising out of or relating to this contract, including but not limited to its interpretation, execution, the termination or invalidity thereof, shall be settled by arbitration in accordance with the ~~Rules of Arbitration~~ Rules of the Cairo Regional Centre for International Commercial Arbitration.

Note: Parties should consider adding:

- a. The number of arbitrators shall be ... ~~(one or three)~~¹;
- b. The place of arbitration shall be ... ~~(town)~~city and country); and
- c. The language to be used in the arbitral proceedings shall be...

Note: Parties may consider adding:

- The time limit within which the arbitral tribunal shall make its final award shall be... ;
- The governing law of the arbitration agreement; and
- The governing law of the contract [is/shall be] the substantive law of (country or state).

CRCICA Model Arbitration Agreement for Existing Disputes

If a dispute has arisen, but there is no agreement between the parties to arbitrate, they may find an agreement to resolve their dispute by arbitration as follows:

“The undersigned parties hereby agree to submit their dispute arising out of [name/date of the Contract, if any] and relating to [the description of the disputed issues], to final determination by arbitration in accordance with the Arbitration Rules of the Cairo Regional Centre for International Commercial Arbitration.

Note: Parties should consider adding:

- a. The number of arbitrators shall be ... ²;
- b. The place of arbitration shall be [city and country]; and
- ~~a-c.~~ The language to be used in the arbitral proceedings shall be ...

Note: Parties may consider adding:

- The time limit within which the arbitral tribunal shall make its final award shall be... ;
- The governing law of the arbitration agreement; and
- The governing law of the contract [is/shall be] the substantive law of ... ”

CRCICA Model Arbitration Clause under CRCICA Expedited Arbitration Rules

Any dispute, controversy or claim arising out of or relating to this contract, including but not limited to interpretation, execution, termination or invalidity thereof, shall be settled by arbitration in accordance with the CRCICA Expedited Arbitration Rules.

Note: Parties should consider adding:

- a. The place of arbitration shall be [city and country]; and
- ~~a-b.~~ The language to be used in the arbitral proceedings shall be ...

Note: Parties may consider adding:

- The governing law of the arbitration agreement; and
- The governing law of the contract [is/shall be] the substantive law of

¹ State an odd number, such as one or three.

² State an odd number, such as one or three.