



Arbitration

in 49 jurisdictions worldwide

2014

Contributing editors: Gerhard Wegen and Stephan Wilske



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Stephan Wilske
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Getting the Deal Through is delighted to publish the ninth edition of *Arbitration*, a volume in our series of annual reports, which provide international analysis in key areas of law and policy for corporate counsel, cross-border legal practitioners and business people.

Following the format adopted throughout the series, the same key questions are answered by leading practitioners in each of the 49 jurisdictions featured. New jurisdictions this year include Equatorial Guinea, Mexico, Nigeria and Scotland.

Every effort has been made to ensure that matters of concern to readers are covered. However, specific legal advice should always be sought from experienced local advisers. *Getting the Deal Through* publications are updated annually in print. Please ensure you are referring to the latest print edition or to the online version at www.gettingthedealthrough.com.

Getting the Deal Through gratefully acknowledges the efforts of all the contributors to this volume, who were chosen for their recognised expertise. We would also like to extend special thanks to contributing editors Gerhard Wegen and Stephan Wilske of Gleiss Lutz for their continued assistance with this volume.

Getting the Deal Through

London
 January 2014

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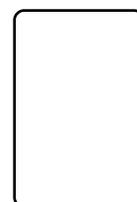
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CRCICA

Mohamed Abdel Raouf

Cairo Regional Centre for International Commercial Arbitration

Historical background

The Cairo Regional Centre for International Commercial Arbitration (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, www.aalco.int), pursuant to AALCO's decision taken at the Doha Session in 1978 to establish regional centres for international commercial arbitration in Asia and Africa with the following objectives:

- to promote international commercial arbitration in the Asian and African regions;
- to provide for arbitration under the auspices of the regional centres;
- to render assistance in the conduct of ad hoc arbitrations, particularly those held under the UNCITRAL Arbitration Rules;
- to coordinate and assist the activities of existing arbitral institutions, particularly among those within the two regions; and
- to assist in the enforcement of arbitral awards.

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.

Pursuant to the Headquarters Agreement concluded in 1987 between AALCO and the Egyptian government, CRCICA's status as an international organisation was recognised. Moreover, CRCICA and its branches were endowed with all necessary privileges and immunities ensuring their independent functioning (for more information about this agreement, CRCICA and its activities, please see www.crcica.org.eg).

Branches and institutions established under CRCICA's auspices

CRCICA has established the following branches:

- the Alexandria Centre for International Maritime Arbitration (ACIMA), 1992;
- the Alexandria Centre for International Arbitration (ACIA), 2001;
- the Mediation and Alternative Dispute Resolution Centre, 2001; and
- the Port Said Centre for Commercial and Maritime Arbitration, 2004.

A number of institutes have also been established under the auspices of CRCICA, including the Institute of Arab and African Arbitrators, 1991 and the Cairo Branch of the Chartered Institute of Arbitrators (CIArb), 1999.

Organisation

CRCICA has a board of trustees and is headed by a director, who is assisted by an advisory committee.

The Board of Trustees (BOT) is, at present, composed of 21 African, Asian and European specialists and experts. In its annual meeting held in Sharm el Sheikh on 28 November 2012, Nabil Elaraby was re-elected by acclamation as chairman of CRCICA's BOT, while both Mohamed Amin El Mahdy (Egypt) and Hamza Haddad (Jordan) were elected as vice-chairmen. The main tasks of the BOT are appointing the director of CRCICA, setting down CRCICA's general policy, reviewing CRCICA's annual report presented to AALCO, approving and supervising the implementation of its annual action plan and adopting its arbitration, mediation and other ADR rules.

The director of CRCICA is appointed by the BOT in consultation with AALCO to, inter alia, head the different departments of CRCICA and handle its day-to-day management. The current director of CRCICA is Mohamed Abdel Raouf.

The Advisory Committee (AC) is appointed by the director of CRCICA from among the BOT members as well as other eminent African, Asian and European specialists and experts. At present, it is composed of 15 members including, for the first time, arbitration experts from France, Jordan, Lebanon and Switzerland/Iraq. In its meeting held in Sharm el Sheikh on 27 November 2012, Ahmed El Kosheri (Egypt) was elected by acclamation as chairman of CRCICA's AC, while both Philippe Leboulanger (France) and Nassib Ziadé (Lebanon) were elected as vice-chairmen. The main tasks of the AC are advising CRCICA with respect to the Centre's decisions not to proceed with arbitral proceedings and to reject the appointment of arbitrators according to articles 6 and 8(5) of the Rules. Impartial and independent tripartite ad hoc committees composed from among the members of the AC decide on the removal and challenges of arbitrators according to articles 12 and 13(6) of the Rules. For more information about CRCICA's BOT, AC, their members and by-laws, see www.crcica.org.eg.

Services

With its extensive experience and history in the field of arbitration and alternative dispute resolution (ADR), CRCICA provides a system for dispute settlement for parties engaged in trade, commerce and investment. It provides case management services and administers international and domestic arbitrations and other ADR mechanisms according to the CRCICA Rules. CRCICA also provides administrative and technical assistance to parties involved in ad hoc arbitrations. The detailed scope of services offered by CRCICA encompasses the following:

- administering domestic and international arbitrations as well as ADR techniques under its auspices;
- provision of institutional arbitration services according to its Rules or any other rules agreed upon by the parties, including the UNCITRAL Rules;
- providing advice to the disputants;

- promotion of arbitration and other ADR techniques in the Afro-Asian region through the organisation of international conferences and seminars as well as the publication of research serving both the business and legal communities;
- preparation of international arbitrators and legal scholars from the Afro-Asian region by organising training programmes and workshops in cooperation with other institutions and organisations;
- coordination with and provision of assistance to other arbitral institutions particularly those existing within the region;
- providing ad hoc arbitration with necessary technical and administrative assistance at the request of the parties;
- providing advice and assistance for the enforcement and translation of arbitral awards;
- conducting academic and practical researches and studies; and
- establishing a comprehensive library specialising in arbitration and ADR.

The CRCICA Arbitration Rules

Arbitration under the auspices of the CRCICA is of a flexible, simplified nature, allowing for expeditious and inexpensive resolution of disputes. The CRCICA Arbitration Rules grant the parties a great deal of autonomy in, inter alia, the conduct of the proceedings of arbitration, in the choice of the arbitrators, the place and language of the arbitration and the applicable laws to the dispute.

Since its establishment, CRCICA adopted, with minor modifications, the Arbitration Rules of 1976 of the United Nations Commission on International Trade Law (UNCITRAL), approved by the General Assembly of the United Nations by Resolution No. 31/98 on 15 December 1976.

CRCICA amended its Arbitration Rules in 1998, 2000, 2002, 2007 and 2011 (these amendments became effective from 1 January 1998, 1 October 2000, 1 November 2002, 1 June 2007 and 1 March 2011, respectively) to ensure that they continue to meet the needs of their users, reflecting best practice in the field of international institutional arbitration.

The present CRCICA Arbitration Rules are based upon the new UNCITRAL Arbitration Rules, as revised in 2010, with minor modifications emanating mainly from the Centre's role as an arbitral institution and an appointing authority. (The present CRCICA Arbitration Rules entered into force on 1 March 2011 and are available at www.crcica.org.eg/publication/arbitration_rules/pdf/English/CRCICA_arbitration_rules_en.pdf.)

The revision of CRCICA's Arbitration Rules in 2011 builds on the amendments it introduced in 2007 and serves four basic purposes. First, it guarantees collegial decision-making in respect of several vital procedural matters, including the rejection of appointment, as well as the removal and the challenge of arbitrators. Second, it seeks to modernise the Rules and to promote greater efficiency in arbitral proceedings. Third, it fills in a few gaps that have become apparent over the years. Finally, it adjusts the original tables of costs to ensure more transparency in the determination of the arbitrators' fees.

Salient features of the current CRCICA Arbitration Rules

The current CRCICA Arbitration Rules give expression to CRCICA's long-standing commitment to offer users an arbitral procedure substantially modelled on the UNCITRAL Arbitration Rules and aim at confirming the Centre's position as a leading regional arbitral institution.

Section I of the Rules provides for the introduction. Articles 1 to 6 of the Rules regulate the commencement of arbitration proceedings at CRCICA including the notice of arbitration and the response to the notice of arbitration.

Article 6 of the Rules makes it possible for the Centre to decide, upon the approval of the advisory committee, not to proceed with an arbitration if it manifestly lacks jurisdiction over the dispute.

Such a decision will be taken prima facie following the respondent's response to the notice of arbitration.

Section II of the Rules regulates the composition of the arbitral tribunal. Articles 7 to 16 of the Rules address, inter alia, the number of arbitrators, method of appointment of arbitrators and the mechanism to be used in the event of removal, replacement or challenge of arbitrators.

Article 7 of the Rules retains the default position of having three arbitrators if the parties fail to agree on the use of a sole arbitrator. However, it provides more flexibility. Specifically, CRCICA may now appoint a sole arbitrator if one of the parties requests appointment of a sole arbitrator and any party fails to appoint a co-arbitrator, provided appointment of a sole arbitrator is 'more appropriate' in view of the circumstances of the case.

Pursuant to paragraph 5 of article 8 of the Rules, CRCICA 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. The arbitrator in question and the parties should be given the opportunity to express their views before this decision is taken.

Article 10 of the Rules regulates the appointment of arbitrators in multiparty arbitrations. It provides that, where multiple parties are unable to agree upon the constitution of the tribunal, any party may ask CRCICA to constitute the tribunal. In such circumstances, CRCICA may revoke any appointment already made and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.

Pursuant to article 12 of the Rules, an arbitrator may, at the request of a party and by virtue of a decision from an impartial and independent tripartite ad hoc committee to be composed by CRCICA from among the members of the advisory committee, be removed in the event that it fails to act or in the event of de jure or de facto impossibility of performing its functions, or in the event that it deliberately delays the commencement or the continuation of the arbitral proceedings.

Article 13 of the Rules includes an innovation according to which a timeline is added for resolving any challenges (the former versions of the Rules had a deadline for raising a challenge but no timeline for resolution). Under the current Rules, if within 15 days the appointing party does not agree to the challenge or the challenged arbitrator does not withdraw, then the challenging party may elect to pursue its challenge. In such an event, the challenge shall be finally decided by an impartial and independent tripartite ad hoc committee to be composed by the Centre from among the members of the advisory committee.

Paragraph 2 of article 14 of the Rules provides for a particularly noteworthy change. Under this paragraph, in exceptional circumstances CRCICA can deprive a party of its right to appoint a substitute arbitrator and may either appoint the substitute arbitrator itself or, after the closure of the hearings, authorise the other arbitrators to proceed with the arbitration and make any decision or award. This new provision was direly needed to deal with 'strategic' resignations. It is the first time the Rules have permitted truncated tribunals.

Section III of the Rules regulates the arbitral proceedings. Paving the way for the administration of complex arbitrations, article 17 of the Rules permits the joinder of third parties to arbitrations if they are parties to the arbitration agreement.

Articles 18 to 32 regulate the procedural matters including place and language of arbitration, statements of claim and defence, their amendments and further statements, pleas as to the jurisdiction of the tribunal, periods of time, evidence, hearings, experts and interim measures.

Under article 26 of the Rules, the tribunal's powers relating to interim measures are amplified so as to include injunctive relief and preservation of evidence, set out the test for the grant of interim measures, and highlight costs and damages consequences in the event that interim measures are subsequently found to have been unjustified.

Section IV of the Rules regulates matters related to the award including its form, effect and additional awards, applicable law and the possibility to act as an amiable compositeur, settlement and termination of procedures, the interpretation and correction of the award as well as the confidentiality, retrieval and destruction of documents.

Article 35 of the Rules relates to the law applicable to the merits and refers to ‘the rules of law’ and not just ‘the law’, which potentially enables the parties to specify, for example, the UNIDROIT Principles of International Commercial Contracts. The tribunal shall apply the law having the closest connection to the dispute in the event the parties fail to designate the applicable law.

Section V of the Rules regulates the costs of arbitration and comprises an annex to the Rules, which includes tables of administrative and arbitrators’ fees.

In the current Rules, CRCICA has implemented a significant change in the way it determines arbitrators’ fees. Fees under the previous versions of the Rules were regarded as low. In their study comparing the costs of various arbitral institutions published in *Global Arbitration Review* in 2010 (www.globalarbitrationreview.com/news/article/28915/arbitration-costs-compared/), Louis Flannery and Benjamin Garel found CRCICA to be by far the most affordable of six worldwide institutions for cases of various values. In that study, CRCICA was compared with the DIAC, HKIAC, ICC, MKAS, SCC and the arbitration courts of the Swiss Chambers of Commerce. The fees have now been increased to show more respect to the legitimate expectations of parties and arbitrators.

The current Rules abolish the impractical distinction between fees in international and domestic cases. They also clarify that the sum in dispute, based on which both administrative and arbitrators’ fees are determined, shall be the aggregate value of all claims, counterclaims and set-offs. They also fix ascending flat rate fees for disputes under US\$3 million in value and allow CRCICA more discretion to determine fees for disputes of greater value, within certain boundaries. An arbitration costs calculator is now available on the Centre’s website (www.crcica.org.eg/feescalc.html).

The new section on costs has thus far helped CRCICA in attracting more cases of all sizes, while not depriving the parties of their right to select the best international arbitrators. It is worth noting that one of the two authors of the above-mentioned study calls the adoption by the Centre of the new costs schedules a ‘smart move’ that will not deter current users of the Centre and ‘will certainly persuade more arbitrators to accept appointments, which will, in the mid- and long term, help the Centre’s image and reputation’. After updating his costs comparisons tables to factor in the changes to CRCICA’s costs regime, the author concludes that the Centre remains the least expensive institution for smaller disputes (from US\$100,000 to US\$1 million in value) and that it is also the least expensive institution for cases in the US\$500 million to US\$1 billion range, although significantly more expensive than it used to be. He also considers the costs in medium-sized cases to be ‘in the same range as its most affordable competitors’ (see *Global Arbitration Review*, www.globalarbitrationreview.com/news/article/29328/all-change-cairo/).

Below are three examples of results calculated for three different sums in dispute:

| US\$3 million with a sole arbitrator | |
|--|------------|
| Administrative fees | US\$9,000 |
| Arbitrators’ fees | US\$16,000 |
| Total | US\$25,000 |
| US\$5 million with a tribunal of three arbitrators | |
| Administrative fees: | US\$13,000 |
| Tribunal’s fees: minimum (average: US\$184,503; maximum: US\$300,381) | US\$68,625 |
| Total based on minimum tribunal’s fees | US\$81,625 |

| US\$25 million with a tribunal of three arbitrators: | |
|--|-------------|
| Administrative fees | US\$24,500 |
| Tribunal’s fees: average (minimum: US\$102,375, maximum: US\$472,131) | US\$287,253 |
| Total based on average tribunal’s fees | US\$311,753 |

The current version of the CRCICA Rules has thus far received a very positive appraisal. They were considered in the *Journal of Arab Arbitration* as ‘modern and competitive’ and an important step forward for CRCICA that will ‘serve to increase its regional and international presence’ as they ‘distinguish the institution from its competitors’ (Caline Mouawad and Rocío Digon, *Modern and Competitive: The New CRCICA Rules*, *International Journal of Arab Arbitration*, volume 3, No. 1-2011, pages 17–24).

The Arabic version of the new CRCICA Arbitration Rules is neither a replica of the UNCITRAL’s Arabic version nor a mere translation of the English version, but rather an original version of the Rules applicable to proceedings conducted in the Arabic language. The time spent by CRCICA in selecting the right legal term, the correct verb and the most commonly used legal Arabic will soon make this version very popular among other Arabic-speaking countries.

CRCICA’s recent caseload

The total number of arbitration cases filed before CRCICA until 31 December 2013 reached 942 cases. In 2013, 72 new arbitration cases were filed compared to the record 78 cases scored in 2012. Fifteen out of the 72 new cases were filed in the first quarter of 2013, while 16 cases were filed in the second quarter of 2013. The third quarter of 2013 witnessed the filing of 18 new arbitration cases, while 23 new cases were filed in the last quarter of 2013.

The total sums in disputes filed under the auspices of the Centre until 31 December 2013 amounted to US\$1,547,758,635. The largest amount in dispute being US\$1 billion, representing a new record amount in dispute in cases brought before the Centre during the last three years. It is worth noting that in 2012 the total sums in disputes reached US\$1,341,568,978.25. Compared to 2012, 2013 witnessed, therefore, an increase in the sums in dispute amounting to US\$206,189,656.75 showing a 1.15 per cent annual increase.

According to the statistics for 2013, for the first time in many years, construction cases do not rank on top of the disputed contracts referred to the Centre; they come second (12 cases) after services disputes (16 cases), followed by lease agreements and real estate (seven cases each), investment agreements and media and entertainment (five cases each), hotel management and supply (three cases each), gas supply and petroleum services (two cases each), agency agreements, insurance, international sale of goods, loan agreements, petroleum concession agreements, sale and purchase of shares, settlement agreements, subcontracting agreements, telecommunications and transfer of technology (one case each).

The following table shows a breakdown of the types of disputed contracts in 2013:

| Types of disputed contracts | Number of cases | Percentage |
|-----------------------------|-----------------|------------|
| Services | 16 | 22.2 |
| Construction | 12 | 16.7 |
| Lease agreements | 7 | 9.7 |
| Real estate | 7 | 9.7 |
| Investment agreements | 5 | 6.9 |
| Media & entertainment | 5 | 6.9 |
| Hotel management | 3 | 4.2 |
| Supply | 3 | 4.2 |
| Gas supply | 2 | 2.8 |

| | | |
|---------------------------------|---|-----|
| Petroleum services | 2 | 2.8 |
| Agency agreements | 1 | 1.4 |
| Insurance | 1 | 1.4 |
| International sales of goods | 1 | 1.4 |
| Loan agreements | 1 | 1.4 |
| Petroleum concession agreements | 1 | 1.4 |
| Sale and purchase of shares | 1 | 1.4 |
| Settlement agreements | 1 | 1.4 |
| Subcontracting agreements | 1 | 1.4 |
| Telecommunications | 1 | 1.4 |
| Transfer of technology | 1 | 1.4 |

The rich variety of the types of disputed contracts referred to CRCICA in 2013 clearly illustrates the importance of arbitration as a means of dispute settlement and confirms the credibility of institutional arbitration under CRCICA's auspices.

According to the statistics of 2013, parties from Saudi Arabia rank on top of the non-Egyptian parties referring their disputes to the Centre, followed by parties from Russia, Spain, Korea, Italy, Germany, the United Kingdom, Ukraine and the British Virgin Islands.

The following table shows a breakdown of the nationalities of non-Egyptian parties in 2013:

| Nationalities | Number of parties | Percentage |
|------------------------|-------------------|------------|
| Saudi Arabia | 5 | 33.3 |
| Russia | 2 | 13.3 |
| Spain | 2 | 13.3 |
| British Virgin Islands | 1 | 6.7 |
| Germany | 1 | 6.7 |
| Italy | 1 | 6.7 |
| Korea | 1 | 6.7 |
| United Kingdom | 1 | 6.7 |
| Ukraine | 1 | 6.7 |

According to the statistics for 2013, Lebanese and Emirati arbitrators rank on top of Arab arbitrators, while German arbitrators are the most frequently appointed non-Arab arbitrators, followed by Belgian, French, British, Swedish, Italian and American Arbitrators.

The following table shows a breakdown of the nationalities of non-Egyptian arbitrators in 2013:

| Nationalities | Number of arbitrators | Percentage |
|----------------------|-----------------------|------------|
| Germany | 4 | 19 |
| Belgium | 3 | 14.3 |
| France | 3 | 14.3 |
| United Kingdom | 3 | 14.3 |
| Lebanon | 2 | 9.5 |
| Sweden | 2 | 9.5 |
| United Arab Emirates | 2 | 9.5 |
| Italy | 1 | 4.8 |
| United States | 1 | 4.8 |

Panels of international arbitrators and experts

CRCICA maintains two panels of international arbitrators and experts that include eminent personalities from all over the world. The panel of arbitrators includes 664 names, out of which 407 are Egyptians and Arabs and 257 are non-Egyptians and non-Arabs. Various specialisations are represented in CRCICA's panels, 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, however, obliged to appoint their arbitrators or experts from such panels, while CRCICA is bound to appoint from the panels when exercising its role as appointing authority under its Rules.

CRCICA adopts new mediation rules

In 2013, CRCICA issued its new Mediation Rules, effective from 1 January 2013. Since 2011, under the umbrella of the International Finance Corporation (IFC), a member of the World Bank Group, CRCICA has worked with the Centre for Effective Dispute Resolution (CEDR) to develop new mediation rules that respond to users' expectations in the light of recent practices worldwide.

According to James South, CEDR director, the new CRCICA Mediation Rules 'are high quality and consistent with developments of international mediation practice. They also show CRCICA's commitment to developing mediation services in Egypt and the wider region'. The Rules are also well received by key practitioners. According to Ahmed Fathi Waly, contract administration consultant and accredited mediator, 'these rules mark a benchmark in the use of mediation as an effective dispute resolution method in Egypt. The Centre reaped the fruits of its long-term efforts, hard work and dedication to promote mediation. In the midst of the Egyptian revolution aftershocks, the Centre managed to retain its focus and excel in achieving this accomplishment'.

CRCICA was supported in this institutional project by an expert working group composed of members of its Panel of Accredited Mediators. 'The Group focused on reaching a set of rules that will facilitate the Mediation process,' said Khalil Shaat, senior policy advisor of the Water and Wastewater Programme (WWMP) and accredited mediator. 'While we were discussing the Rules and possible changes thereof', Khalil Shaat explained further, 'we were focused on the future'.

According to Michael Schneider, international arbitrator and a member of CRCICA BOT, 'the Rules are well considered and provide a useful frame for mediation and possible other ADR Services'. This is illustrated in the Rules' scope of application, which expands to all other forms of ADR mechanisms that may be brought before the Centre subject to the choice of the parties involved. It also allows for making amendments to it as may be required for the specific nature of such other ADR mechanisms.

The Mediation Rules provide a high level of flexibility that fosters party autonomy all through the mediation process. According to the Rules, the mediation process is a very flexible one allowing the mediator to conduct it 'in such a manner he or she deems appropriate, taking into account the circumstances of the case, the wishes of the parties and the need for a speedy settlement of the dispute' (article 8.3).

Being cognisant that the appointment of an efficient mediator might be a challenge to parties, the Rules refer to the Centre's Panel of Accredited Mediators from among which the mediator should be appointed in the event the parties have not agreed on a mediator. CRCICA has a list of almost 80 accredited mediators, of which all are well-reputed professionals in the field. About one-third of this panel received their accreditation from CEDR as one of the most distinguished mediation organisations in the world.

In sustaining institutional framing of possible mediations under different circumstances, the Mediation Rules include two model clauses. The first is a simple mediation clause and the second is a multi-tiered process clause that suggests options before mediation and after it in the event of its failure. One original feature of the model mediation clause is that it invites the parties to consider adding the possibility of appointing the mediator as an arbitrator and requesting him or her to confirm the settlement agreement in an arbitral award.

The new CRCICA Mediation Rules promise to provide reliable procedural grounds for the practice of mediation in Egypt and the region.

CRCICA's new hearing centre

CRCICA is pleased to offer to the Afro-Asian Region a brand new highly-equipped hearing centre. Over a space of approximately 850 square metres located within CRCICA's own headquarters in Cairo, the new hearing centre is composed of three court rooms, two break-out rooms, two lounges, a technical room, a translation room, a reception area and a terrace. With a panoramic view of the Nile, the hearing centre is a beautiful mix between a modern look and an oriental identity.

All three court rooms are being furnished with high-tech equipment. The main room, named after Mohamed Aboul-Enein, the former director of the Centre, is a state-of-the-art room utilising the latest features of presentation techniques. Premier video conferencing systems and an interactive meeting room system are installed to insure high-impact visual experiences and realistic meeting environments. High-tech installations also include the latest generation of wireless audio conference systems, simultaneous interpretation system and voice recording services.

Aboul-Enein's court room is also a bi-structural masterpiece with the possibility to have either a U-shape set-up for hearings with a capacity of up to 30 persons or a theatre set-up for training courses with a capacity of up to 50 persons.

The other two court rooms have a capacity of 20 persons each and are named after the late judge, Mamdouh Attia, former Egyptian minister of justice, and Mohsen Shafik, one of the founding fathers of the UNCITRAL Model Law on International Commercial Arbitration.

International practitioners rank the new CRCICA hearing centre as a remarkably distinctive hearing forum offering unique spatial and technical services as well as luxurious comfort and elegant beauty. Having used the technical facilities of the main court room, users, including stenographers, see it as, besides being beautifully designed with a superb view of Cairo, the most perfect environment for a hearing with a state-of-the-art sound system and technical facilities. Parties and arbitrators alike agree that the new CRCICA hearing centre goes far beyond their expectations.

The new hearing centre brings CRCICA's court and training facilities to among the best in the world and it is pragmatically thought not only to boost institutional arbitration in the region but also to encourage ad hoc users to utilise institutional facilities. For more details about the rental prices of CRCICA facilities contact: info@crcica.org.eg.

Membership of CRCICA now open

The general membership of CRCICA is open to all interested professionals including arbitrators, mediators, practising lawyers, experts in every field, academics, engineers and accountants, as well as representatives of commercial and trading organisations.

Membership criteria include, among other alternatives, completion of the CRCICA four-module course: Comparative Commercial Arbitration: Theory and Practice (CCATP), which is recognised as the first ever comparative commercial arbitration course in Arabic. Other alternative criteria include the demonstration of an acceptable level of experience.

Members will be entitled to a wide range of benefits including free subscription to the *Journal of Arab Arbitration*, 40 per cent discount on books published by CRCICA, 20 per cent discount on CRCICA hearing and conference room rental prices and free membership of the CRCICA library. For more details, please visit the website: www.crcica.org.eg/membership.html.

Training, conferences and seminars

CRCICA continues to hold conferences and training programmes to promote the proper use of arbitration and ADR in the region and to increase awareness of surrounding international changes.

Recent events were held in cooperation with various international organisations and regional associations including the International Finance Corporation (IFC), the Centre for Effective Dispute Resolution (CEDR), the Arbitration Institute of the Stockholm Chamber of Commerce (SCC), the International Federation of Commercial Arbitration Institutions (IFCAI), the United Nations Commission on International Trade Law (UNCITRAL), the Institute for the Promotion of Arbitration and Mediation in the Mediterranean (ISPRAMED), the Cairo Branch of the Chartered Institute of Arbitrators (CIArb) and the Arab Union of International Arbitration (AUIA).

CRCICA annual arbitration training programme (CCATP)

Since May 2011, CRCICA has launched a progressive educational ladder of four successive courses on Comparative Commercial Arbitration: Theory and Practice (CCATP), held annually and covering the main arbitration pillars, which are the arbitration agreement, the arbitral tribunal, the arbitral procedures and the arbitral award. The programme, in its four modules, is intended to provide the ideal platform to underpin and support the development of professional experience in arbitration. The initiative is developed in cooperation with the Cairo Branch of the Chartered Institute of Arbitrators (CIArb). What is unique about the tutorial methodology of the courses is that the tutors have both common law and civil law backgrounds and they lecture together instead of separately to give participants a wide interactive legal exposure.

The course subjects comprise a highly comprehensive collection of laws, rules, conventions, arbitral principles, international guidelines and references, extracts from specialised arbitration journals and most recent court judgments, which count towards 21 awards granted specially for the programme. Decisions and guidelines by eminent international institutions in different jurisdictions are also included as relevant. Most interestingly, the tutorials are based on three different mock cases, each of which is separately tailored for each module. A sample structure of a final award in an institutional arbitration is also given to participants as guidance in their professional practices.

CRCICA mediation training

Within the context of the CRCICA/IFC cooperation agreement, effective since 2009, CEDR, one of the world's most renowned mediation training institutions, has been developing for the Centre an institutional capability building programme. The most distinguishing feature of the programme is the accreditation of a CRCICA pool of tutors qualified to provide first-class mediation training in Egypt and the region of CEDR's tutorial methodologies in a changing context.

2012–2013 international conferences

In 2012, CRCICA held the following conferences:

- the Independence and Impartiality of Arbitrators, held on the occasion of the third ISPRAMED meeting, 29 April 2012, Cairo;
- Euro-Arab Investor-State Dispute Resolution: Recent Developments and Future Perspective, 10–11 October, 2012, Cairo; and
- Sharm el Sheikh IV: the Role of State Courts in International Commercial Arbitration, 27–28 November 2012, Sharm el Sheikh.

CRCICA Calendar of Events included the 2013 round of the CRCICA Annual Arbitration Training Programme and the launch of its new Mediation Rules in addition to the inauguration of its new hearing centre.

Recent publications

CRCICA publishes an online newsletter, a biannual journal on Arab arbitration, as well as other books and articles.

Recent books related to CRCICA include two books titled *CRCICA Arbitral Awards*, volumes III (2011) and IV (2012) prepared in Arabic by Mohi-Eldin Alam Eldin, CRCICA's senior legal adviser, as well as a book titled *Construction Arbitral Awards rendered under the Auspices of CRCICA* (2010) compiled and commented on by Mohi-Eldin Alam Eldin and published by Lambert Academic Publishing.

Volume IV of *CRCICA Arbitral Awards* is expected to be published before the end of 2013. A new volume of *CRCICA awards in English* will also be published in early 2014.

In a recent guide published in April 2013 in the *Global Arbitration Review: Guide to Regional Arbitration Centres*, CRCICA is enrolled in a 'white list' as one of four regional institutions in the Middle East and North Africa that are worth a closer look and worth considering for the right case. The study sends a message of acceptance of the inevitable role of regional arbitral players standing against the monopolisation of international arbitration by major providers. However, according to the authors of the guide, users should be able to choose the good practice and this is said to be the target of their study. In the Middle East and North Africa Region, CRCICA is marked as an institution that is worth considering among three other institutions. According to the guide, CRCICA's particular strengths are the quality of its directors, the solidness of its organisation and the fact that it has been operating for long enough to have encountered most situations at least once. It is seen as 'the current class of the field'. Among other aspects, the study recognised the Centre as highly affordable, as having new rules that help to counteract local

bad practice and also as providing enforcement advantage. For more information see: *Guide to Regional Arbitration 2013*, Institutions worth a closer look, Middle East and North Africa, *Global Arbitration Review*, pages 27 to 31).

CRCICA has recently contributed to Kluwer Law's *Arbitration in Africa: a Practitioner's Guide* with a chapter on Egypt. This unprecedented volume, generally edited by Lise Bosman, assembles for the first time a country-by-country analysis – both practical and insightful – of how arbitration is conducted in 46 African countries, providing essential information about legislative provisions, treaty adherence, and arbitral procedure. Five sections representing the main regions of the continent offer country overviews addressing issues such as the following:

- adherence to the key arbitration conventions;
- the modernity of a state's arbitration legislation and its compatibility with the UNCITRAL Model Law;
- particular features of arbitral practice in that jurisdiction;
- access to and (where available) statistics from local and regional arbitral institutions;
- significant arbitration-related national case law; and
- enforcement of foreign arbitral awards.

A sixth section focuses on Africa-based investor-state arbitration, providing an empirical analysis of the experience and record of African states with investment treaties and investor-state arbitration. Useful tables of intra-African bilateral investment treaties, a list of ICSID proceedings involving African states and other tabular features round out the volume.

As for the *Journal of Arab Arbitration*, CRCICA issued volumes 18, 19, 20 and 21 in 2012–2013.



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