



**The Israeli Institute of
Commercial Arbitration**

Rules of International Arbitration [2024]

In force and effect as of 1.1.2024

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The Israeli Institute of Commercial Arbitration

MODEL ARBITRATION CLAUSE

"Any dispute between the parties arising out of or in connection with this agreement, including its execution, interpretation, applicability and validity, shall be finally and exclusively resolved by arbitration under the International Arbitration Rules of the Israeli Institute of Commercial Arbitration (IICA).

- The law governing this agreement shall be the law ____
- The number of arbitrators shall be ____
- The language of the arbitration shall be English.
- The seat of the Arbitration shall be ____ [Tel-Aviv, Israel]."

RULES OF INTERNATIONAL ARBITRATION

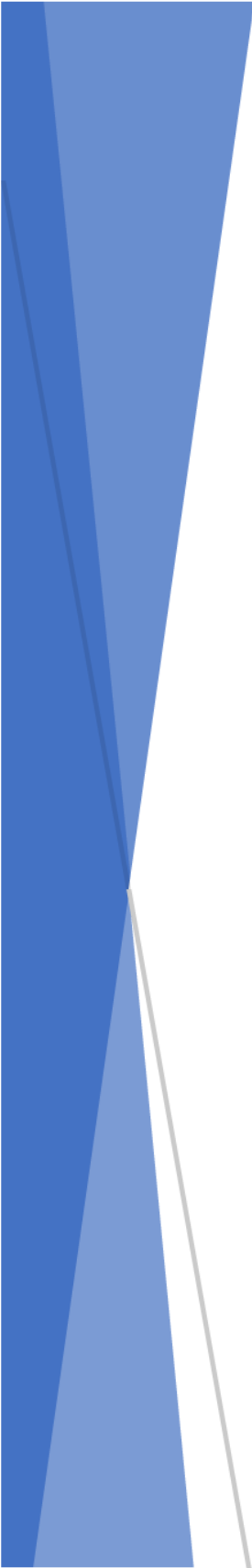
THE ISRAELI INSTITUTE OF COMMERCIAL ARBITRATION

The Israeli Institute of Commercial Arbitration (IICA), founded by the Chamber of Commerce in 1989, is an independent public organization established as the first arbitral institution in Israel. The institution has administered thousands of domestic and international disputes.

Our distinguished panel consists of world-renowned arbitrators, each a leader in their respective fields.

The IICA offers unparalleled expertise in Hi-Tech, Infrastructure, Energy, Real Estate, and Commercial disputes.

Extensive experience and profound understanding of complex disputes by the IICA, ensure the highest standard of resolution in global arbitration.



PART I

GENERAL PROVISIONS

ARTICLE 1: DEFINITIONS

- The **“President”** – The President of the Israeli Institute of Commercial Arbitration.
- The **“Institute”** – The Israeli Institute of Commercial Arbitration.
- The **“Tribunal”** – A sole arbitrator or a panel of arbitrators appointed in accordance with these Rules.
- “Claim”** – A claim filed with the Institute, including a counterclaim.
- The **“Award”** – an award made by the Tribunal, including an interim award.
- “Party/Parties”** – The claimant (including claimants), the respondent (including respondents) or other parties to the Arbitration.
- The **“Rules”** – These Rules of International Arbitration of the Israeli Institute of Commercial Arbitration.

ARTICLE 2: GENERAL PROVISIONS

1. Scope and Application

These Rules shall apply where the Parties have agreed to refer a dispute for resolution by arbitration administered by the Institute when:

- a) The Parties have agreed that the arbitration shall be conducted under the International Arbitration Rules, or;
- b) The Parties have agreed to make reference to the Institute in an arbitration agreement and have their places of business in different countries, or;
- c) The Tribunal has decided, after giving the Parties an opportunity to comment, that these Rules shall apply to the Arbitration.

When these Rules apply pursuant to this Article, the arbitration shall be conducted pursuant to the Rules in effect at the time of commencement of the arbitration.

2. Communications

- a) All communication shall be in writing and shall be sent to the Tribunal, the Institute and all Parties to the arbitration.
- b) Communications shall be deemed to have been received on the day it was delivered if delivered to one of the following:

- (i) The addressee personally.
 - (ii) An address, including an email address, agreed by the Parties.
 - (iii) An address, including an email address, indicated in the Request for Arbitration or the Reply to the Request for Arbitration, as the case may be, by the Party which submitted it.
 - (iv) The addressee's habitual residence, place of business, postal or electronic address in each case against receipt or other confirmation of delivery.
- c) If a Party has a legal representative, the communications shall be made to the designated representative of the respective Party.

3. Parties' Undertaking

The Parties undertake to conduct the arbitration efficiently and in a fair and cost-effective manner to resolve the dispute expeditiously.

4. Parties Representative

A Party may be represented by any authorised representative, including by legal representatives, and shall inform the Tribunal, the Parties and the Institute of any change in its representation.



PART II

COMMENCEMENT OF THE ARBITRATION

ARTICLE 3: REQUEST FOR ARBITRATION

1. Commencement of the Arbitration

Arbitration shall commence with a Request for Arbitration. The date on which the Request for Arbitration was received by the Institute shall be deemed as the date of commencement of the arbitration.

2. Request for Arbitration

A Party wishing to commence arbitration in accordance with the Rules shall submit to the Institute a Request for Arbitration. A Request for Arbitration shall include at least the following details and information:

- a) The names, addresses, identification numbers (ID/Co. No. etc.) and contact details (including email addresses) of the claimant and all Parties to the arbitration.
- b) The name, address and contact details of the claimant's legal representative.
- c) A copy of the arbitration agreement as provided for pursuant to Article 2 above.
- d) The proposed seat of the arbitration.
- e) Claimant's position as to the law governing the dispute and the Rules governing the arbitration proceedings.
- f) The proposed language of the arbitration.

- g) The proposed number of arbitrators. The claimant may specify a preference for area/s of expertise or any specific qualification that, in the claimant's view, the sole Arbitrator or the Presiding Arbitrator, as the case may be, should hold.
- h) If the arbitration agreement provides that the tribunal shall comprise of three arbitrators, the claimant may nominate one arbitrator and include relevant contact details.
- i) A brief description of the dispute, the facts and the circumstances that form the basis for the Claim, the relief sought, including the amount claimed or an estimation of the same.
- j) Any other agreement or document that the claimant considers necessary at the stage of the Request for Arbitration.

3. The Arbitration Agreement

The Request for Arbitration must be accompanied by a copy of the document that includes the Parties' consent to resolve the dispute by arbitration (such as: an arbitration agreement relating to the dispute, an arbitration clause in the agreement, an arbitration clause in the Articles of Association, etc.).

4. Notice to the other Parties

The Institute shall furnish a copy of the Request for Arbitration and any accompanying appendices thereto to the Parties listed in the Request for Arbitration.

ARTICLE 4: RESPONSE TO REQUEST FOR ARBITRATION

The respondent shall submit a Response to the Request for Arbitration and shall do so within 30 days of receipt of the Request of Arbitration from the Institute. The President may extend the time limit for submitting the Response within 30 days.

The Response shall include at least the following details and elements:

- a) The full name, addresses, identification numbers (ID/Co. No. etc.) and contact details (including email addresses) of each respondent.
- b) The name, address and contact details of each respondent's legal counsel.
- c) A statement as to whether it intends to challenge the tribunal's jurisdiction to adjudicate the case, or part of it, including with respect to the Institute's authority to administer the case, and a brief description of the grounds thereof.

- d) Its comments regarding the proposed seat of the arbitration.
- e) Its position as to the law governing the dispute and the Rules governing the arbitration proceedings.
- f) Its comments regarding the proposed language of the arbitration.
- g) The proposed number of arbitrators. If the arbitration agreement provides that the tribunal shall comprise of three arbitrators, the respondent shall nominate one arbitrator and include relevant contact details.
- h) The respondent may specify a preference for area/s of expertise or any specific qualification that, in respondent's view, the Presiding Arbitrator should hold.
- i) A brief description of the relevant facts and the circumstances that form the basis for the defence.
- j) Its comments as to the relief sought by the claimant.
- k) A brief description of any counterclaim or a claim of set-off, the amount at dispute and any other relevant relief sought including the amount claimed or an estimation of the same.
- l) A copy of the agreement and the arbitration agreement on which the counterclaim is based, if the counterclaim derives from an agreement other than the agreement on which the Request for Arbitration is based.

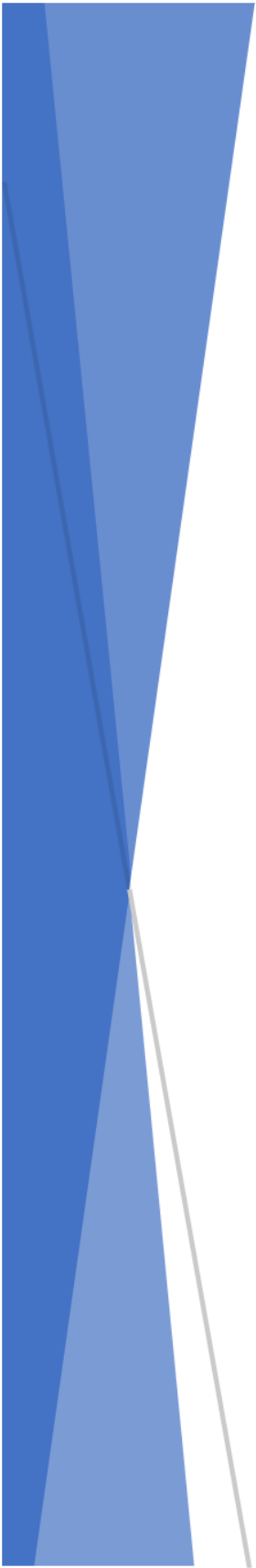
- m) Any other agreement or document that the respondent considers to be necessary at the stage of the Response to the Request for Arbitration and counterclaim (if any).

ARTICLE 5: JOINDER OF ADDITIONAL PARTIES

A Party wishing to join an additional Party to the arbitration shall submit its request for arbitration with respect to the additional Party to the Institute. The request for joinder shall include all information necessary for a request for arbitration, as specified above.

Any such request shall be considered for all purposes as a Request for Arbitration against the additional Party, and the provisions of Article 3 shall apply *mutatis mutandis*.

If the Tribunal has already been constituted, any request to join additional parties to the arbitration will be decided by the Tribunal. Any decision to join an additional Party is without prejudice to the Tribunal's decision as to its jurisdiction with respect to that Party.



PART III

THE TRIBUNAL

ARTICLE 6: CONSTITUTION OF THE TRIBUNAL

1. Constitution of the Tribunal

The parties may agree on the number of arbitrators. If the Parties have not agreed on the number of arbitrators, there shall be a sole arbitrator. In exceptional circumstances, at a request of a Party, and after giving the Parties an opportunity to present their position, the President may direct that the Arbitration be conducted by three arbitrators if the President considers that the scope, complexity, amount claimed, or other grounds, so warrant.

2. Sole Arbitrator

- a) The Parties may agree that the Arbitration shall be heard before a sole arbitrator, in which case they may nominate an agreed Arbitrator within 15 days of the date that the Request for Arbitration has been served on the respondent, in accordance with Article 3.2 above. The identity of the proposed agreed Arbitrator shall be submitted for the approval of the President.
- b) If the Parties were unable to jointly nominate the sole arbitrator within the timeframe stated above, the respondent may, within 15 days of the date that the Request for Arbitration has been served on it, specify a preference for area/s of expertise or any specific qualification that, in respondent's view, the sole Arbitrator should hold.

- c) In the absence of a joint nomination or consent, the President shall appoint the Sole Arbitrator, bearing in mind, *inter alia*, the Arbitrator's qualifications, experience, expertise and professional traits, which, to the extent possible, should be suitable to the subject matter and the scope and complexity of the dispute as well as the Parties' preferences regarding the arbitrator's qualifications, if they have indicated any such preferences, and the Parties' respective nationalities.

3. Three Arbitrators Tribunal

- a) The Parties may agree that the tribunal shall consist of three arbitrators, in which case the respondent shall, within 15 days of the date the Request for Arbitration has been served on it, nominate one arbitrator and include relevant contact details.
- b) If a Party fails to nominate an arbitrator, the President shall appoint an arbitrator in respect of that Party.
- c) The two arbitrators appointed by the Parties and/or by the President, as the case may be, shall appoint the third arbitrator who shall act as the Presiding Arbitrator. If the Parties' appointed arbitrators fail to agree on the identity of the Presiding Arbitrator within 15 days of their appointment or within an additional 7 days extension if such an extension was granted by the President, the President shall appoint the Presiding Arbitrator. In doing so, the President shall bear in mind, *inter alia*, the

arbitrator's qualifications, experience, expertise and professional traits, which, to the extent possible, should be suitable to the subject matter and the scope and complexity of the dispute, the Parties' preferences regarding the arbitrator's area of expertise (if they have indicated any such preferences) and the Parties' respective nationalities.

ARTICLE 7: THE ARBITRATOR DECLARATION

- a) The Arbitrator must remain impartial and independent of the Parties throughout the arbitration and shall undertake to honor and comply with the Rules of the Institute.
- b) Prior to being appointed as a member of the Tribunal, a nominated arbitrator must (i) declare, in writing, that he/she is impartial and independent and that he/she has no prejudice, personal interest or involvement in the matter in dispute or any other matter relating to the parties and that he/she is willing and available to serve as an arbitrator and bring the proceedings to a swift conclusion (ii) disclose any facts and circumstances that are likely to give rise to justifiable doubts as to his/her impartiality or independence.

- c) From the time of his/her appointment and throughout the arbitral proceedings, the arbitrator shall, without delay, disclose to the Parties any facts and circumstances that may arise that are likely to give rise to justifiable doubts as to his/her impartiality or independence unless they have already been informed of them by him/her.

ARTICLE 8: CHALLENGE TO AN ARBITRATOR

- a) A Party may challenge the appointment of an arbitrator if (i) the arbitrator does not hold the qualifications on which the Parties have agreed, or (ii) circumstances exist that give rise to justifiable doubts as to that arbitrator's impartiality or independence.
- b) A challenge as to the appointment of an arbitrator must be submitted to the Institute for its ruling immediately after receiving the notice of the appointment of that challenged arbitrator, and no later than 14 days after receipt of the notice of the arbitrator's appointment. A challenge submitted at a later stage of the arbitration must be filed no later than 14 days after a Party has become aware of the facts establishing the challenge.
- c) A Party may challenge an arbitrator appointed by it, or in whose appointment it participated, only for reasons of which it becomes aware after the appointment has been made.

- d) The challenge shall be signed and shall indicate the grounds for the challenge and shall be accompanied by all supporting documentation. A copy of the challenge shall be furnished to all other Parties and all members of the Tribunal at the same time it is submitted to the Institute.
- e) All Parties may reply to the challenge within 10 days of the date of receiving the challenge.
- f) The President shall rule on the challenge after considering the grounds for the challenge and the reply thereto, and after receiving the position of the challenged Arbitrator.
- g) While the challenge is pending, the Tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an award.
- h) If, under this article, an arbitrator withdraws from his/her office or a Party agrees to the termination of the mandate of an arbitrator, this does not imply acceptance of the validity of the grounds referred to in the challenge.

ARTICLE 9: REMOVAL OF AN ARBITRATOR

At the request of a Party, and after giving all Parties and all members of the Tribunal an opportunity to comment, the President may remove an arbitrator from his/her position, if that arbitrator becomes *de jure* or *de facto* unable to perform his/her functions and duties as an arbitrator or if for other reasons he/she fails to act without undue delay.

ARTICLE 10: APPOINTMENT OF A SUBSTITUTE ARBITRATOR

When an Arbitrator is removed from office whether following a challenge pursuant to Article 8 or pursuant to Article 9, and unless otherwise agreed by the Parties – another Arbitrator shall be appointed in accordance with the same rules, according to which the Arbitrator whose mandate was terminated, was appointed.

As a general rule, in the event that a substitute Arbitrator is appointed, the arbitration shall proceed from the same stage it has reached when the Arbitrator whose mandate was terminated was removed from office, unless after giving the Parties the right to present their arguments the Tribunal decides otherwise.

ARTICLE 11: JURISDICTION OF THE TRIBUNAL

1. The Arbitrator's Authority and Jurisdiction

The Tribunal may rule on its own jurisdiction. The Tribunal shall be authorized to rule on any argument raised in relation to the scope of its authority and jurisdiction, including on any objections with respect to the existence or validity of the arbitration agreement. 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.

2. Timing to Raise Pleas in connection with the Tribunal's jurisdiction or authority

- a) A plea that the Tribunal does not have jurisdiction shall be raised no later than the submission of the statement of defence. 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.
- b) A plea that the Tribunal is exceeding the scope of its authority shall be raised no later than 14 days of the day the matter alleged to be beyond the scope of the Tribunal's authority is raised for the first time during the arbitral proceedings.
- c) The Tribunal may, in either case, admit a later plea if it considers the delay justified.

3. A decision on authority and Jurisdiction

The Tribunal may rule on a plea under this article either as a preliminary question or in an award on the merits.



PART IV

CONDUCT OF THE PROCEEDINGS

ARTICLE 12: PRELIMINARY MEETING

1. Date of the Preliminary Meeting

Within 21 days of the constitution of the Tribunal, the Tribunal shall set a date for a preliminary meeting.

2. Purpose of the Preliminary Meeting

The purpose of the preliminary meeting is to discuss how the arbitration shall be conducted and to ensure that the arbitration be conducted in the most efficient, fair and cost-effective manner while preserving the Parties' right to be heard and to present their case to the Tribunal.

3. Location of the Preliminary Meeting

The Tribunal shall decide whether the Preliminary Meeting is to be held in person or remotely (for example *via* telephone, videoconference or similar means of communication). As a general rule, and unless a Party presents good reasons not to do so, whenever the Parties' representative are located in different countries, the Tribunal should give preference to remote preliminary meeting. If the preliminary meeting is to be held *in persona*, the Tribunal, after consulting the Parties, shall decide the location of the meeting.

4. Agenda of the Preliminary Meeting

Prior to the preliminary meeting, the Tribunal shall circulate a draft agenda which shall include the issues to be discussed during the preliminary meeting. Each Party may add to the agenda additional issues which, in that Party's view, should be considered by the Tribunal during the preliminary meeting.

7 days prior to the preliminary meeting, the Parties may present to the tribunal a proposed timetable for the conduct of the arbitration. If the Parties are unable to present an agreed upon timetable, each Party may independently present to the Tribunal a proposed arbitration timetable.

5. Decisions regarding the Conduct of the Proceedings

The Tribunal shall have the authority and the discretion to decide, after consulting the Parties, how the arbitration shall be conducted and provide instructions the purpose of which is to ensure a fair, expeditious, cost-effective resolution of the dispute. Among other things, the Tribunal may: consider whether bifurcation of the proceedings is warranted, determine the scope of discovery of documents, identify the factual and legal issues at dispute, identify issues that are in agreement, decide between the Parties' respective positions as to the timetable of the arbitration, etc.

6. Arbitration Timetable

No later than 15 days after the preliminary meeting the Tribunal shall issue an arbitration timetable, the purpose of which is to allow the parties to prepare in advance, to serve as a roadmap of the arbitration, to identify all key milestones of the proceedings and to ensure a fair, expeditious, cost-effective resolution of the dispute. When determining the arbitration timetable, the Tribunal shall consider the Parties' respective positions (if such were presented to it).

The arbitration timetable shall refer to all phases of the arbitration as determined by the Tribunal. It shall include, *inter alia*, the timing and deadlines to submit written pleadings as determined by the Tribunal, including the Statement of Claim, Statement of Defence, Replies, evidence, conduct of discovery of documents (if any) and all other expected written submissions as determined by the Tribunal. As a general rule, and unless otherwise decided by the Tribunal in writing, the timetable shall also include the dates for the evidentiary hearings.

7. Tribunal's Discretion

In making decision concerning the conduct of the proceedings pursuant to Subsection (5) above or in accordance with these Rules, the Tribunal shall consider the scope, nature, and complexity of the dispute, as well as the amount claimed and shall issue instructions the purpose of which is to allow a fair, expeditious, cost-effective resolution of the dispute while preserving the Parties' right, including the right to be heard and equal treatment.

ARTICLE 13: EXCHANGE OF PLEADINGS

1. Statement of Claim

Within the timeframe set in the arbitration timetable, or within any other timeframe as directed or extended by the Tribunal, the claimant shall file a Statement of Claim which shall set out in detail the facts and the legal arguments on which the Claim is based, including the relief sought. Unless otherwise directed by the Tribunal, the Statement of Claim shall be accompanied by written statements of fact, experts opinions and any other evidence on which the claimant wishes to base the claim.

2. Statement of Defence

Within the timeframe set in the arbitration timetable, or within any other timeframe as directed or extended by the Tribunal, the respondent shall file the Statement of Defence, which shall set out the facts and the legal arguments on which the Defence is based. Unless otherwise directed by the tribunal, the Statement of Defence shall be accompanied by written statements of fact, expert opinions and any other evidence on which the respondent wishes to base the defence.

3. Counterclaim

Unless otherwise determined by the Tribunal, a counterclaim shall be filed no later than the date set for the filing of the Statement of Defence. The counterclaim shall set out the facts and the legal arguments on which the Counterclaim is based. Unless otherwise directed by the tribunal, the Counterclaim shall be accompanied by written statements of fact, expert opinions and any other evidence on which the respondent wishes to base the Counterclaim.

4. Defence to a Counterclaim

The Defence to a Counterclaim and the Reply to Defence to a Counterclaim shall be submitted within the timeframe set in the arbitration timetable. Each shall set out the facts and the legal arguments and, unless otherwise directed by the Tribunal, shall be accompanied by written statements of fact, expert opinions and any other evidence on which the submitting Party wishes to rely.

5. Further written Submissions

The Tribunal may, if it considers it appropriate, direct the Parties to submit a reply, a rejoinder or any additional written submission. Unless agreed by the Parties or ordered by the Tribunal otherwise, the reply, the rejoinder or the additional written submissions (if any) shall be limited to issues raised in previous submissions.

ARTICLE 14: THE ARBITRAL PROCEEDINGS

1. Equal treatment of parties

The Parties shall be treated with equality and each Party shall be given a fair opportunity to present its case.

2. Seat of Arbitration

The Parties may decide on the seat of the arbitration, failing that the Tribunal shall, after giving all Parties an opportunity to comment, determine the seat of the arbitration.

3. Venue of Hearings

The Tribunal may, after giving the parties an opportunity to comment, decide to hold meetings and hearing, including evidentiary hearings, by means of videoconferencing or any other means of communication or at any location it considers most appropriate regardless of the seat of the arbitration.

4. Advance Notice of Hearings

Unless the circumstances require the Tribunal to hold an urgent oral hearing, the Parties shall be given sufficient advance notice of any hearing and of any meeting with the Tribunal. Such notice shall include the date, time and location of the hearing/meeting.

5. Communications with the Tribunal

All communications with the Tribunal including statements, documents or other information supplied to the Tribunal by one Party shall be communicated to the other Party/Parties.

6. Language

The Parties may agree on the language in which the arbitration shall be conducted. In the absence of such agreement – the arbitration shall be conducted in English; and only in exceptional circumstances, the Tribunal may, at the request of a Party and after giving all other Parties an opportunity to comment, determine that, notwithstanding the above, the language of the arbitration shall be a language other than English.

7. Substantive Law

The Parties may agree on the substantive law that will apply to the dispute. In the event of such agreement between the Parties – the Tribunal shall apply the law chosen by the Parties to the dispute. In the absence of such an agreement, the Tribunal shall, after consulting with the Parties and considering the relevant circumstances, determine the law applicable to the dispute and shall apply that law to the dispute.

8. Oral Hearings

Evidentiary hearings or hearings in which oral submissions on the merits of the case are presented, shall be held at the request of a Party or if the Tribunal so directs. The Parties may agree to conduct the arbitration on a papers-only basis with no oral hearing, in which case the arbitration shall proceed based on the Parties' written submissions.

9. Transcript

Detailed minutes shall be taken at the arbitral hearings and meetings. With the agreement of the Parties, or at the Tribunal's instructions, the hearings will be recorded, and subsequently or simultaneously transcribed.

10. Time Limits

The tribunal shall decide the timetable of the arbitration and may change the times/dates at its discretion, whether determined according to these Rules or prescribed by the Tribunal.

In the event that the Tribunal orders an act to be carried out within a specific period of time, the Tribunal shall have the authority to extend that period of time at its discretion or following an application filed by one of the Parties.

Recess days, Holidays and non-business days, occurring during the counting of the period of time, are included in calculating the period specified in these Rules or prescribed by the Tribunal unless specifically ordered otherwise by the Tribunal.

If the last day of a period of time set according to these Rules or set by the Tribunal is an official holiday or a non-business day in the jurisdiction of counsel of the relevant Party, the period of time is automatically extended until the first business day which follows.

11. Examination of Witnesses

A Party is entitled to cross-examine a witness (or an expert) whose written testimony (or opinion) was submitted by another Party. Notwithstanding the above, the Tribunals may limit the scope of cross-examinations of witnesses.

12. Summoning Witnesses

At the request of a Party or at its own initiative after consulting with the Parties, the Tribunal may summon a Party to give evidence even if that Party did not submit a written testimony or order a Party to produce additional evidence.

13. Cautioning Witnesses

Before his or her testimony, a witness or an expert who testifies in the arbitration shall be cautioned by the tribunal that he/she is obliged to tell the truth and that if he/she fails to do so he/she will be subject to penalties prescribed by law for perjury.

14. Expert Appointed by the Tribunal

- a) The Tribunal may, after consulting the Parties, appoint expert/s to provide an expert opinion, written or oral, on specific issues to be determined by the Tribunal.
- b) An expert appointed by the Tribunal shall remain independent and impartial of the Parties.

- c) The Parties shall cooperate with expert/s appointed by the Tribunal and provide him/her with information necessary to prepare his/her report which, upon completion, shall be furnished to the Tribunal and the Parties.
- d) The Parties shall be given an opportunity to comment on reports submitted by expert/s appointed by the Tribunal.
- e) Unless otherwise agreed by the Parties, if a Party so requests or if the Tribunal considers it necessary, the expert shall, after delivery of his/her written or oral report, participate in a hearing where the parties shall have the opportunity to present questions to the expert or to submit expert reports in connection with the points at issue.

15. The Tribunal's General Power

- a) The Tribunal may conduct the arbitration in such a manner as it considers appropriate, fair and efficient.
- b) The tribunal shall have the authority to decide on any matter relating to the conduct of arbitral proceedings, including matters related to the conduct of the proceedings not addressed in these Rules, according to its discretion and based on its reasons, which shall be in writing.
- c) The Tribunal shall have the power to determine the admissibility, relevance, materiality and weight of any evidence.

16. The President's General Power

The President has the authority to decide on any procedural matter relating to the arbitral proceedings. The decision shall be in writing and shall include a reasoned explanation outlining the considerations and grounds upon which the decision is based.

17. Non-Appearance of a Party or Non-Compliance with an Order

In the event of failure to comply with an order of the Tribunal or non-appearance of a Party to an arbitration meeting/hearing to which it was summoned, or failure to comply with the deadlines prescribed in these Rules or by the Tribunal for the filing of pleadings, the Tribunal may proceed with the arbitration and, after giving notice and allocating a period of time to rectify the default, issue an award dismissing or upholding the Claim, as the case may be, in whole or in part.

18. Confidentiality

- a) Unless agreed otherwise by the Parties, the Parties and the Tribunal undertake to maintain the confidentiality of the arbitral proceedings.
- b) All materials, documents, evidence and pleadings prepared for, filed with or exchanged between the Parties during the arbitration, which are not already in the public domain, as well as all orders and Awards rendered by the Tribunal shall be kept confidential and shall not be disclosed to any third Party without prior written consent of the other Party.
- c) Notwithstanding the provisions of subsection (b) above, a Party may disclose confidential information if (i) it is required by a court to do so (ii) it is under a legal duty to do so (iii) it was authorised by the Tribunal to disclose the materials. A Party may also disclose confidential information (iv) to the extent necessary to protect or pursue a legal right. In either of the cases listed in this subsection (c) the disclosing Party undertakes to cooperate with the Party whose confidential information is being disclosed to protect the confidentiality nature of the information.
- d) The Tribunal may issue further orders and instructions to protect confidential information, including trade secrets, and to ensure compliance with this Article.

19. Closing of the Proceedings

When the Tribunal is satisfied that the Parties were given a fair opportunity to present their claims, arguments, and evidence in connection with the issues to be decided in the Award, it shall issue a notice informing the Parties of its intention to declare the proceedings closed. The Parties may send any comments or objections thereto within 7 days, or within a period of time decided by the Tribunal, following which the Tribunal may declare the proceeding closed if it is satisfied that the Parties were indeed afforded a fair opportunity to present their claims, arguments, and evidence in connection with the issues to be decided in the Award.

After the closing of the proceedings, and before the Award is issued, the Tribunal may reopen the proceedings if it is convinced that exceptional circumstances so warrant.

ARTICLE 15: INTERIM RELIEF

1. Purpose of Interim Relief

For the purpose of these rules, "Interim Relief" shall mean a temporary measure by which at any time prior to the final Award, one of the Parties is being instructed (i) to maintain or restore the *status quo* until final determination of the dispute and/ or (ii) to take action that would prevent or refrain from taking action that is likely to cause current or imminent harm or prejudice to the arbitral proceeding and/or (iii) to provide a means of preserving assets out of which a subsequent Award may be satisfied and/or (iv) to preserve evidence that may be relevant and material to the resolution of the dispute.

2. The Power to Grant an Interim Relief

- a) Unless the Parties have otherwise agreed, The Tribunal may, at a request of a Party, grant any Interim Relief as it deems appropriate.
- b) Interim Relief may be in the form of an Order or an Interim Award.
- c) The power to grant an Interim Relief includes the power to modify, suspend or terminate any Interim Relief granted by the Tribunal, upon application of any Party.

3. Application for Interim Relief

- a) An application for Interim Relief may be filed at any stage of the arbitral proceeding before the final Award is issued.
- b) The application for Interim Relief shall be detailed and supported by all relevant documents.
- c) Subject to these Rules, the Tribunal may make any procedural order, including timetable, it considers appropriate, fair and efficient with regard to the Interim Relief proceeding.
- d) A Party may file a request for Interim Relief to a competent court (i) before the constitution of the Tribunal or (ii) in exceptional circumstances thereafter. A request for Interim Relief addressed by any Party to a judicial authority filed in accordance with this Article, shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

4. Determination on Requests for Interim Relief

- a) Granting an Interim Relief may be subject to a requirement to provide appropriate security for costs of losses that may be incurred by the respondent Party.

- b) The Tribunal may rule, at the request of the respondent Party, that the requesting Party is liable for any costs or damages caused to it by the Interim Relief, if the Tribunal finds that the Interim Relief should not have been granted or was unjustified. The Tribunal may award such costs and damages at any point during the proceedings.
- c) The Tribunal may modify, suspend or terminate an interim measure or a preliminary order it has granted, upon application of any Party or, in exceptional circumstances and upon prior notice to the parties, on the Tribunal's own initiative.
- d) Interim Relief shall expire automatically: (i) if the Tribunal conditions granting the relief on any condition whatsoever, and the condition is not timely satisfied; (ii) If a date is set in the decision for its expiry; (iii) If at the time of making the Award, no decision is made regarding the Interim Relief.

5. Emergency Arbitrator Clause

In cases of urgency, a Party may apply for the appointment of an Emergency Arbitrator to issue interim relief before the constitution of the Tribunal. The Emergency Arbitrator's decision shall remain in force until the Tribunal makes a decision or award on the matter. The Emergency Arbitrator shall be appointed within 48 hours of the application.



PART V

THE AWARD

ARTICLE 16: THE AWARD

1. The Award and Decisions of the Tribunal

- a) When the Tribunal consists of more than one arbitrator, any decision, order or Award is made by a majority decision. If there is no majority, the Award shall be made by the Presiding Arbitrator alone.
- b) The Tribunal may make separate Awards on different issues at different times.

2. The Award

- a) In making the Award, the Tribunal shall apply the law and rules it determined to be applicable to the dispute.
- b) The Tribunal shall make any Award in writing and shall state the reasons upon which such Award is based. The Award shall also state the date when the Award is made and the seat of the arbitration, and it shall be signed by the Tribunal or those of its members assenting to it.
- c) Unless the Parties have agreed otherwise, the Tribunal may order that simple or compound interest shall be paid by any Party on any sum awarded at such rates as the Tribunal decides to be appropriate.

3. Costs of the Arbitration

- a) The term Costs include the following components:
 - the Tribunal's fees, any fee or sum payable to the Institute, expenses incurred by the Tribunal, costs of experts or other third-Party providers appointed by the Tribunal or retained by the Parties following the Tribunal's order;
 - reasonable legal costs incurred by the Parties in connection with the arbitration, including: attorney fees, experts' advice, third Party providers such as discovery platforms, travel expenses of the witnesses and attorneys.
- b) In the Award the Tribunal shall order the unsuccessful Party to pay the costs of the prevailing Party. The Tribunal may decide to apportion the Costs or any part of it between the Parties if it deems it to be appropriate taking into account the circumstances of the case.
- c) The Tribunal may also award Costs in connection with any motion filed in the course of the proceedings, in which case the Tribunal shall take this in account when making the final determination on the Costs in the final Award.

4. Time Limitation

The time limit within which the Tribunal must render its final award is 3 months after the final hearing or post hearing brief as the case may be. The President may extend the time limit to render the Award.

5. Transmittal of the Award

The Institute will send the Award to each of the Parties, after payment that is due in respect of conducting the arbitration has been arranged.

6. Correction of Award(s) and Additional Award(s)

- a) Within 30 days of receipt of any Award, a Party may by written notice to the Tribunal (copied to all other Parties) request the Tribunal to correct in the Award any error in computation, any clerical or typographical error or any mistake of a similar nature ("Correction Request").
- b) After transmission of a Correction Request to the Tribunal, the Tribunal shall grant the non-requesting Party(ies) a short time limit, normally not exceeding 30 days, from receipt of the application by that Party or Parties, to submit any comments thereon.

- c) If the Tribunal considers the Correction Request to be justified, it shall make the correction by recording it in an addendum to the Award within 30 days of receipt of the later of (i) the request or (ii) comments from the non-requesting Party(ies). If, after consulting the Parties, the Tribunal does not consider the request to be justified it may nevertheless issue an addendum to the Award dealing with the request, including any Arbitration Costs and Legal Costs related thereto.
- d) An addendum to an Award shall be treated as part of the Award.

ARTICLE 17: AWARD BY CONSENT

In the event of any final or partial settlement of the Parties' dispute, the settlement shall be recorded in the form of an Award made by consent of the Parties, if so requested by the Parties and if the Tribunal agrees to do so.

A Consent Award need not contain reasons or a determination in relation to the Arbitration Costs or Legal Costs but shall state the date on which it was issued and the seat of the arbitration.

ARTICLE 18: EARLY DETERMINATION

1. Power to Award an Early Determination of a Claim

The Tribunal shall have the power, at the request of a Party, after giving the Parties a reasonable opportunity to present their arguments on the matter, to dismiss *in limine* any claim or defence, in case the claim or defence is: (i) manifestly without merit; (ii) manifestly outside the jurisdiction of the Tribunal; (iii) is inadmissible; or (iv) no relief could be awarded, in any case, in respect of the claim in favor of the Party which made that claim ("Early Determination").

2. Application for Early Determination

- a) An application for Early Determination shall be submitted by the requesting Party promptly after the claim or defence in question have been raised. The Tribunal has the power to allow, at its discretion, the submission of an application for Early Determination at a later stage of the proceeding.
- b) A failure to apply for Early Determination shall not be considered as a waiver of, and shall not derogate from, any right, claim or defense available to a Party.

3. Procedure for Early Determination

- a) The Tribunal has the power to adopt any procedural measures it finds appropriate and modify the procedural timetable, for the purpose of hearing and deciding a Party's application for Early Determination.
- b) In exercising its power to adopt such procedural measures, the Tribunal shall take into account the Parties' right to be heard, as well as the Tribunal's obligation to conduct the arbitration efficiently and expeditiously.
- c) The Tribunal shall determine whether and how the arbitral proceedings proceed while the application for Early Determination is argued and deliberated.

4. Making an Award

Should the Tribunal grant an application for Early Determination, thereby dismissing *in limine* a claim or defence, the Tribunal shall issue an order or Award to that effect, if appropriate and as the case may be. The Tribunal shall issue its said order or Award within 30 days from the date of the last submission on this issue. If the Tribunal reasonably requires additional time to issue its decision, it shall inform the Parties and the President in which case it shall have additional 30 days to issue the decision.

ARTICLE 19: TERMINATION OF ARBITRATION

1. Termination of the Arbitration Proceedings

The President or the Tribunal, as the case may be, is authorised, after giving the Parties a reasonable opportunity to state their position on the matter, to order the termination of the arbitration proceedings, if it is evident that the Parties have forsaken the arbitration, or that they have withdrawn or waived all their respective claims, or in case the Parties fail to make required payments in respect of the arbitration proceedings.

2. Termination Without Prejudice

The decision to terminate the arbitration proceedings shall not constitute an Award, and any such termination shall not, in and of itself, prejudice either of the Parties, constitute a waiver, give rise to estoppel, or derogate from any rights, claims, defenses or remedies available to the Parties.

PART VI

**GENERAL POWERS OF
THE TRIBUNAL AND THE
INSTITUTE**

ARTICLE 20: ANCILLARY POWERS OF THE TRIBUNAL AND THE SECRETARIAT OF THE INSTITUTE

Without derogating from any power or obligation of the Tribunal, the Secretariat of the Institute shall have the ancillary powers as instructed by the President or the Tribunal to assist the Tribunal:

- a) to ensure performance of all the administrative actions as specified in these Rules.
- b) to oversee compliance with the deadlines determined in these Rules or by the orders of the Tribunal.
- c) to collect the payments in connection with the costs of the arbitration, and shall inform the President in the event that a Party is in arrears.

ARTICLE 21: PAYMENTS AND COSTS OF ARBITRATION

1. Payment of Administration Fees of the Arbitration

The cost of the services of the Institute, including the Tribunal's fees, shall be paid for by the Parties as specified in the payments table, as may be in effect from time to time.

The Tribunal has the power to allocate the costs and fees between the Parties. In deciding the allocation of costs, the Tribunal may consider the conduct of the parties during the arbitration.

The Tribunal may order a deposit or advance payment to be made, in a manner that he deems fit, as security for the payment of the arbitration costs, including arbitrators' fees.

2. Special Costs

The Tribunal may order the Parties to pay expenses, such as the costs and fees of an expert appointed by the Tribunal, including service providers, tribunal secretaries, etc., and to set the dates for making such payments.

3. Nonpayment of the Arbitration Costs

In the event that a Party fails to pay the full amount of the payments in respect of the arbitration proceedings, as stated above, the President or the Tribunal may order the postponement of the arbitration proceedings or the rendering of the Award until the matter of the payment has been arranged.

Without derogating from the foregoing, in the event that a Party – that has paid the amount owed by it – wishes to conduct the arbitration, it may also pay the share of the Party that fails to pay the full amount owed by it.

In such a case, the Party making the required payment owed by another Party, may apply to the Tribunal to make a partial Award for the reimbursement of the said amount as a debt immediately due and payable to that Party by the defaulting Party, with any linkage or interest pursuant to any applicable law.

In the event that the arbitration is terminated due to an event where both Parties failed to pay the arbitration costs, their said failure will not detract from their obligation to bear the arbitration costs up until that stage.

4. Security for the Payment of Costs

The Tribunal may, at the request of a Party, order the other Party to deposit a security for the costs of the Party that makes the request, in connection with the arbitration proceedings. In the event that the security is not deposited – the provisions of Article 21.3 above shall apply.