



المركز اللبناني للتحكيم والوساطة
LEBANESE ARBITRATION & MEDIATION CENTER

LAMC Arbitration Rules

Effective 1 July 2024

The following Arbitration Rules shall enter into force on 1 July 2024. They Define and regulate the management of cases received by LAMC Court of Arbitration as of 1 July 2024.

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ABOUT LAMC

The Lebanese Arbitration and Mediation Center (“LAMC” or the “Center”), is composed of the Lebanese Arbitration Center and the Lebanese Mediation Center, the arbitration and mediation bodies attached to the Beirut and Mount Lebanon Chamber of Commerce, Industry and Agriculture. The functions of the Center encompass the following:

1. Administering domestic and international arbitrations as well as alternative dispute resolution techniques under its auspices;
2. Providing institutional arbitration services according to the Center’s rules of arbitration or any other rules agreed upon by the parties;
3. Providing advice to the parties on the conduct of arbitral proceedings;
4. Promoting arbitration and other alternative dispute resolution (“ADR”) techniques through the organization of international conferences and seminars as well as the publication of non-confidential awards and researches serving both the business and legal communities;
5. Organizing training programs and workshops, eventually in cooperation with other institutions and organizations;
6. Coordinating with and providing assistance to other arbitral institutions particularly those existing within the Middle East;
7. Providing ad hoc arbitration with necessary technical and administrative assistance at the request of the parties;
8. Conducting academic and practical researches and studies; and
9. Establishing a comprehensive library specializing in Arbitration and ADR.

ORGANIZATION

LAMC is composed of:

1. The Court of Arbitration (also referred to as the “Court” or the “LAMC Court of Arbitration”) composed from eminent experts, to carry out the functions provided for in the Court’s by-laws annexed to these Rules (Annex II);
2. The Board of Trustees (the “Board”) comprising eminent experts to carry out the functions provided for in the Board’s by-laws annexed to these Rules (Annex III); and
3. The Secretariat of the Court of Arbitration.

ARBITRATION RULES

1. The Lebanese Arbitration and Mediation Center of the Beirut and Mount Lebanon Chamber of Commerce, Industry and Agriculture adopted its first Rules of Conciliation and Arbitration in 1995.
2. The present arbitration rules (referred to as the “LAMC Rules of Arbitration 2024” or the “Rules”) are effective as of 1 July 2024.

ROSTER OF ARBITRATORS AND EXPERTS

The Roster of arbitrators and experts maintained by the Center (the “Roster”) includes eminent personalities from all over the world and shall be periodically updated. Various specializations are represented in the Roster, which allows 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 Roster. The Center, when exercising its role as an appointing authority under these Rules, shall use its best endeavors to appoint arbitrators from among this Roster, unless the circumstances of a specific case require otherwise. Persons designated to serve on the Roster shall be persons of high moral character and shall have recognized competence in the fields of law, commerce, industry or finance, who may be relied upon to exercise independent judgment.

SECTION I: INTRODUCTORY RULES

SCOPE OF APPLICATION

ARTICLE 1

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 LAMC Rules of Arbitration, then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree.
2. Where the parties have agreed to submit their disputes to arbitration under the LAMC Rules of Arbitration, they shall be deemed to have submitted to the LAMC Rules of Arbitration in effect on the date of commencement of the arbitration proceedings, unless agreed otherwise.
3. Where the parties have agreed to submit their disputes to arbitration under the Rules of Arbitration of the Lebanese Arbitration and Mediation Center of the Chamber of Commerce, Industry and Agriculture of Beirut and Mount Lebanon, or of the Beirut and Mount Lebanon Chamber of Commerce, Industry and Agriculture, or of the Beirut Chamber of Commerce, or of the Beirut and Mount Lebanon Chamber of Commerce, or of the Beirut and Mount Lebanon Chamber of Commerce and Industry, or have provided for the arbitration of a dispute by the Beirut Chamber of Commerce, Industry and Agriculture as designated under any of the aforementioned denominations or similar ones, they shall be deemed to have submitted their dispute to arbitration under the LAMC Rules of Arbitration.
4. The parties may agree to select the general rules of arbitration including or excluding the rules of the Expedited Arbitration Procedure (Fast-Track) pursuant to Article 51 of these Rules, provided that they make their selection before the appointment of the arbitral tribunal. Selection after the appointment of the arbitral tribunal shall be subject to the approval of the Court of Arbitration.

5. The Center shall administer the resolution of disputes conducted under the LAMC Rules of Arbitration by arbitral tribunals. The Center, when requested to do so, shall act as an appointing authority in ad hoc proceedings.
6. 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.
7. In addition, these Rules confer specific responsibilities upon the Court of Arbitration and the Secretariat as expressly set out herein.

NOTICE AND CALCULATION OF PERIODS OF TIME

ARTICLE 2

1. A notice, including a notification, communication or proposal, may be transmitted and/or delivered by physical delivery against receipt, registered post, courier, email, or any other means of communication that provides or allows for a record of its transmission. It is deemed to be received when delivered to the addressee. Notwithstanding the foregoing, a Request for Arbitration, a Response to the Request for Arbitration or a Counterclaim shall necessarily be notified to the parties by admitted non-electronic means and is deemed to have been received when delivered to the addressee by such non-electronic means.
2. If an address has been designated by a party specifically for notification purposes or authorized by the Secretariat or the arbitral tribunal, any notice shall be delivered at that address, and if so delivered shall be deemed to have been received by that party. 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 or authorisation, a notice is deemed received if it is delivered at the place of business, habitual residence or mailing address of the addressee.
4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3, a notice is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means which provides a record of delivery or of attempted delivery.

SECTION I: INTRODUCTORY RULES

5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2 or 3, or attempted to be delivered in accordance with paragraph 4. A notice transmitted by electronic means is deemed to have been received on the day it is sent.
6. Before the constitution of the arbitral tribunal, any notice, notification, communication, submission 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 one copy for the Secretariat. Following the tribunal's constitution, unless otherwise advised by the arbitral tribunal, the parties may use electronic means of communication that provides a record of its transmission. Notably, post-constitution, any communication from a party to the arbitral tribunal must also be communicated to all other parties and the Secretariat. Similarly, the tribunal will forward its communications to the Secretariat. This practice extends to all submissions and their appended documents filed by the parties.
7. 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. If the last day of such period is an official holiday or a non-business day at the residence or place of business 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.

REQUEST FOR ARBITRATION

ARTICLE 3

1. The party initiating an arbitration (the "Claimant") under the LAMC Rules of Arbitration shall file with the Secretariat of the Court of Arbitration (the "Secretariat") a Request for Arbitration and the Secretariat shall communicate it to the other party (the "Respondent").
2. Provided always that the Center is prima facie satisfied that an arbitration agreement conforming to Article 1(3) may exist, arbitral proceedings shall be

deemed to commence on the date on which the Request for Arbitration together with the registration fee are received by the Secretariat.

3. The Request for Arbitration may be filed either electronically, or by physical delivery against receipt (by courier or registered post) in a number of copies as provided for in Article 2(6). The electronic copy of the Request for Arbitration along with its exhibits shall always be followed by the requisite number of hard copies; vice-versa, hard copies of the Request for Arbitration and its exhibits, shall be followed by an electronic copy. The Secretariat may at any time direct the Claimant to submit additional copies.
4. For the avoidance of doubt, the Request for Arbitration is deemed received on the date on which it was first received by the Secretariat, whether electronically or otherwise, without prejudice to the provisions of Article 47(2) of these Rules.
5. The Request for Arbitration shall include or be accompanied with:
 - a) A demand that the dispute be referred to arbitration under the LAMC Rules of Arbitration;
 - b) The names in full, addresses and contact details of the parties;
 - c) An identification of the arbitration agreement(s) that is/are invoked;
 - d) An identification of the language chosen for the arbitral proceedings, if any;
 - e) A brief description of the nature of the dispute and claim;
 - f) An indication of the amount involved (when possible);
 - g) The relief or remedy sought;
 - h) A proposal as to the number of arbitrators, the place of arbitration and the applicable rules of law if the parties have not previously agreed on these aspects; and
 - i) A copy of the arbitration agreement and any contract or other legal instrument out of which the dispute arises.

SECTION I: INTRODUCTORY RULES

6. The Request for Arbitration may also include:
 - a) The Claimant's position as to whether or not the Expedited Arbitration Procedure (Fast-Track) referred to in Article 51 of these Rules should apply to the dispute submitted to arbitration;
 - b) The Claimant's position as to whether the scrutiny procedure referred to in Article 38 should apply to the dispute submitted to arbitration;
 - c) A statement as to any proposals, or agreement among the parties, as to the constitution of the arbitral tribunal; and
 - d) If the arbitration agreement calls for the nomination of three arbitrators or that the Claimant suggests the constitution of an arbitral tribunal composed of three arbitrators, the full name and contact details of the arbitrator nominated by the Claimant.
7. The relevant registration fee shall be paid to the Center by any acceptable means of payment as determined by the Center.
8. Once the Secretariat has received the requisite number of copies of the Request for Arbitration and the documents annexed thereto as well as the registration fee and advance on cost, it shall transmit such Request for Arbitration and annexed documents to the Respondent.
9. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the Request for Arbitration, which shall be finally resolved by the arbitral tribunal.

RESPONSE TO THE REQUEST FOR ARBITRATION

ARTICLE 4

1. Within 30 days of the receipt of the Request for Arbitration, the Respondent shall file with the Secretariat a Response to the Request for Arbitration in a number of copies as provided for in Article 2(6) and the Secretariat shall communicate it to the Claimant. Where the Response to the Request for Arbitration is filed along with its exhibits via electronic means, it shall always be followed by the requisite number of hard copies of such Response and its

exhibits; vice-versa, hard copies of the Response to the Request for Arbitration and its exhibits, shall be followed by an electronic copy. The Secretariat may at any time direct the Respondent to submit additional copies.

2. For the avoidance of doubt, the Response to the Request for Arbitration is deemed received on the date on which it was first received by the Secretariat, whether electronically or otherwise.
3. The Response to the Request for Arbitration shall include:
 - a) The name and contact details of the Respondent and its legal counsel;
 - b) A response to the information set out and/or the claim(s) made in the Request for Arbitration;
 - c) A proposal for the appointment of a sole arbitrator or the party's appointed arbitrator;
 - d) If the arbitration agreement calls for the nomination of three arbitrators or that the Respondent suggests the constitution of an arbitral tribunal composed of three arbitrators, the full name and contact details of the arbitrator nominated by the Respondent; and
 - e) A statement as to any proposals, or agreement among the parties, as to the constitution of the arbitral tribunal.
 - f) Any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration.
4. The Response to the Request for Arbitration may also include:
 - a) Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;
 - b) A brief description of any counterclaims or claims for the purpose of a set-off, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought;
 - c) A Request for Arbitration in accordance with Article 3 in case the Respondent formulates a claim against a party to the arbitration agreement other than the Claimant;

SECTION I: INTRODUCTORY RULES

- d) The Respondent's position as to whether or not the Expedited Arbitration Procedure (Fast-Track) referred to in Article 51 of these Rules should apply to the dispute submitted to arbitration;
 - e) The Respondent's position as to whether the scrutiny procedure referred to in Article 38 should apply to the dispute submitted to arbitration;
5. The Secretariat may request the Respondent to comply with these requirements should the Respondent fail to comply with them.
 6. The Secretariat may extend the time limit established in this Article for the submission or the completion of the Response to the Request for Arbitration if it considers such extension justified. For any extension to the deadline for submitting the Response to the Request for Arbitration, the Respondent must file a request for such extension within the initial 30-day timeframe allotted for the Response.
 7. Failure or delay by a Respondent to submit a Response shall not prevent the arbitration from proceeding.
 8. 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 Request for Arbitration, or an incomplete or late Response to the Request for Arbitration, which shall be finally resolved by the arbitral tribunal.

REPRESENTATION AND ASSISTANCE

ARTICLE 5

Each party may be represented or assisted by one or more persons chosen by it. The names and addresses of such persons must be communicated to the Secretariat. Such communication must specify whether the appointment is being made for the purposes of representation or assistance. Where a person is to act as a representative of a party, the Secretariat (before the formation of the arbitral tribunal), or the arbitral tribunal, 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 Secretariat or the arbitral tribunal may determine.

DECISION NOT TO PROCEED WITH THE ARBITRAL PROCEEDINGS
ARTICLE 6

The Court may decide whether and to what extent the arbitral proceedings shall proceed if it is satisfied that there is no agreement between the parties to arbitrate under the LAMC Rules of Arbitration. If the Court allows the arbitration to continue, this shall not be deemed an acceptance of jurisdiction by the arbitral tribunal. The arbitral tribunal shall still be entitled to hear any jurisdictional challenge even if the Secretariat admits a claim for arbitration.

EXCLUSION OF LIABILITY
ARTICLE 7

Save for intentional wrongdoing, neither the arbitrators, the Secretariat, the Center, the counsels, the Beirut and Mount Lebanon Chamber of Commerce, Industry and Agriculture, their employees, the Chairman of the Beirut and Mount Lebanon Chamber of Commerce, Industry and Agriculture, the members of the Board of Directors, and the Center's Board of Trustees and the Court of Arbitration 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 and by accepting these Rules, the parties waive all such claims against the above parties.

SECTION II: COMPOSITION OF THE ARBITRAL TRIBUNAL

NUMBER OF ARBITRATORS

ARTICLE 8

1. The disputes shall be decided by a sole arbitrator or by three arbitrators, without prejudice to Article 11(2) of these Rules in the event of multi-party arbitrations.
2. Where the parties have not previously agreed upon the number of arbitrators, and if within 30 days after the receipt by the Respondent of the Request for Arbitration, the parties have not agreed upon the number of arbitrators, the Court shall appoint a sole arbitrator, save where it appears to the Court that the dispute is such as to warrant the appointment of three arbitrators. In such a case, the Claimant and the Respondent shall each nominate an arbitrator within a period of 15 days from the receipt of the notification of the decision of the Court. If a party fails to nominate an arbitrator within the allocated period of time, the appointment shall be made by the Court.

APPOINTMENT OF ARBITRATORS

ARTICLE 9

In making the appointment, the Court of Arbitration shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator able to deal with the matters in dispute.

ARTICLE 10

1. Where the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may, by agreement, nominate the sole arbitrator for confirmation. If the parties fail to nominate a sole arbitrator within 30 days

SECTION II: COMPOSITION OF THE ARBITRAL TRIBUNAL

from the date when the Claimant's Request for Arbitration has been received by the other party, or within such additional time as may be allowed by the Secretariat, the sole arbitrator shall be appointed by the Court.

2. Where the parties have agreed that the dispute shall be resolved by three arbitrators, each party shall nominate in the Request for Arbitration and the Response to the Request, respectively, one arbitrator for confirmation. If a party fails or omits to nominate an arbitrator (whether in the Request for Arbitration or in the Response), the Court shall have the right to proceed with such appointment.
3. Where the dispute is to be referred to three arbitrators, the third arbitrator who will act as President of the arbitral tribunal shall be appointed by the Court unless the parties have agreed on another procedure for such appointment, in which case the nomination will be subject to confirmation of the Court in accordance with paragraph 5 of this Article. Should such procedure not result in a nomination within 30 days from the latest confirmation or appointment of either co-arbitrators or any other time limit agreed by the parties or fixed by the Court, the third arbitrator shall be appointed by the Court.
4. Where the parties are nationals of different States, the sole arbitrator or the president of the arbitral tribunal shall be of a nationality other than those of the parties. However, in suitable circumstances and provided that none of the parties objects within the time limit fixed by the Court, the sole arbitrator or the president of the arbitral tribunal may be chosen from a country of which any of the parties is a national.
5. In all cases, the Court of Arbitration shall confirm the appointment of any arbitrator nominated by a party upon its signing of the statement of acceptance, availability, independence and impartiality referred to in Article 13(2) of the Rules. The Court may reject the appointment of any arbitrator due to the lack of any legal or contractual requirement or lack of independence or impartiality or past failure to comply with its duties under these Rules.

MULTIPLE PARTIES, MULTIPLE CONTRACTS & CONSOLIDATION
ARTICLE 11

1. Multiple Parties

- a) Where three arbitrators are to be appointed and there are multiple parties as Claimants or as Respondents, unless the parties have agreed to another method of appointment of arbitrators, the multiple Claimants, jointly, and the multiple Respondents, jointly, shall nominate an arbitrator for confirmation pursuant to Article 10(5) of these Rules. Such nomination shall occur within the time limits provided for in Article 10(2) of these Rules.
- b) The parties may agree that the arbitral tribunal is to be composed of a number of arbitrators other than one or three. In such a case the arbitrators shall be appointed according to the method agreed upon by the parties.
- c) In the event of any failure to constitute the arbitral tribunal under this Article, the Court of Arbitration shall constitute the arbitral tribunal, and in doing so, may revoke any nomination or appointment already made, and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.
- d) Notwithstanding any agreement by the parties on the method of constitution of the arbitral tribunal, in exceptional circumstances, the Court may appoint each member of the arbitral tribunal to avoid a significant risk of unequal treatment and unfairness amongst the parties that may affect the validity of the award.

2. Multiple Contracts

Claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.

3. Consolidation

- a) The Court may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, where:
 - i) the parties have agreed to consolidation; or
 - ii) all of the claims in the arbitrations are made under the same arbitration agreement or agreements; or
 - iii) the claims in the arbitrations are not made under the same arbitration agreement or agreements, but the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the Court finds the arbitration agreements to be compatible.
- b) In deciding whether to consolidate, the Court may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.
- c) When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

EMERGENCY ARBITRATOR

ARTICLE 12

In the case of exceptional urgency, at any time prior to the formation of the arbitral tribunal, any party may apply to the Secretariat for the immediate appointment of a temporary sole arbitrator to conduct emergency proceedings, pending the formation of the arbitral tribunal and the following shall apply:

- a) The application shall be made to the Secretariat in writing;
- b) The application shall set out the grounds for which an emergency arbitrator is needed and the specific claim, with reasons, for emergency relief;
- c) The application shall be accompanied with the payment of the relevant fee to the Center;

SECTION II: COMPOSITION OF THE ARBITRAL TRIBUNAL

- d) The Court of Arbitration shall have the discretion to accept or reject the application and has no obligation to refund the application fee;
- e) If the application is granted, a temporary arbitrator shall be appointed by the Court of Arbitration to conduct the emergency proceedings in any manner the Court determines appropriate in the circumstances, taking into account the nature of such emergency proceedings, the need to afford to each party, if possible, an opportunity to be consulted on the claim for emergency relief (whether or not it avails itself of such opportunity), the claim and reasons for emergency relief and the parties' further submissions (if any);
- f) The arbitrator conducting the emergency procedures may hold any hearing, and shall decide on the claim for emergency relief, order or award, as soon as possible, and in all cases no longer than 14 days following its appointment. This deadline may only be extended by the Court in exceptional circumstances or by the written agreement of all parties to the emergency proceedings. The relief, order or award shall comply with these Rules and shall be sent by the temporary arbitrator to the Secretariat and communicated by the Secretariat to the parties;
- g) Any relief, order or award made by the arbitrator in the emergency procedures may be subsequently confirmed, varied, discharged or revoked in whole or in part by the arbitral tribunal in the arbitral proceedings. In all circumstances, the parties undertake to comply with any decision made by the emergency arbitrator.
- h) Prior to the formation of the arbitral tribunal, the Emergency Arbitrator may, upon application by any party or upon its own initiative:
 - i) confirm, vary, discharge or revoke, in whole or in part, any order the Emergency Arbitrator had previously issued and/or issue any additional order;
 - ii) correct any error in computation, any clerical or typographical error, any ambiguity or any mistake of a similar nature in any award of the Emergency Arbitrator; and/or

- iii) make an additional award as to any claim for emergency relief presented in the emergency proceedings but not decided in any award of the Emergency Arbitrator.

Article 12 applies solely to the parties who are either signatories to the arbitration agreement under the Rules, or their successors.

DISCLOSURES AND CHALLENGE OF ARBITRATORS

ARTICLE 13

1. When a prospective arbitrator is approached in connection with its possible appointment as an arbitrator, the prospective arbitrator shall promptly disclose to the Secretariat in writing any facts or circumstances likely to give rise to reasonable doubts as to its impartiality or independence. Before appointment, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence. Any doubts as to the duty to disclose a fact, circumstance or a relationship shall be interpreted in favour of disclosure. The Secretariat shall provide the parties with a copy of this statement.
2. The appointment of an arbitrator shall be completed only upon the acceptance by the arbitrator of the mission and after the arbitrator has signed the statement of acceptance, availability, impartiality and independence provided by the Secretariat.
3. An arbitrator shall immediately disclose in writing to the Secretariat and to the parties any facts or circumstances of a similar nature to those referred to in paragraph 1 concerning the arbitrator's impartiality or independence which may arise throughout the arbitration proceedings.
4. Apart from communications relating to the appointment, an arbitrator shall avoid private communications with any party regarding the arbitration. If any such communication is made, the arbitrator shall inform the other parties, the Secretariat and arbitrators of its substance.
5. The arbitrator shall avoid any act or behaviour likely to hinder the deliberations or to delay the resolution of the dispute.

SECTION II: COMPOSITION OF THE ARBITRAL TRIBUNAL

ARTICLE 14

1. Any arbitrator may be challenged if circumstances arise which give rise to justifiable doubts as to the arbitrator's impartiality or independence.
2. A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.
3. In the event that an arbitrator fails to perform its functions or in the event of de jure or de facto impossibility of performing such functions, the procedure in respect of the challenge of an arbitrator as provided in Article 15 shall apply.

ARTICLE 15

1. A party that intends to challenge an arbitrator shall file with the Secretariat 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.
2. The Secretariat shall communicate within one week the notice of challenge to all other parties, to the arbitrator who is challenged and the other arbitrators.
3. When an arbitrator has been challenged by a party, all parties may agree to remove the arbitrator. The arbitrator may also, after the challenge, withdraw from office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
4. If, within 15 days from the date of receipt by all parties and the challenged arbitrator of the notice of challenge (whichever occurs later), 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 on by the Court of Arbitration within 30 days from the lapse of the period of 15 days after the notice of challenge has been received by all parties and the challenged arbitrator, whichever occurs later.

REPLACEMENT OF AN ARBITRATOR

ARTICLE 16

1. Subject to paragraph 2, 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 9 to 11 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.
2. If, at the request of a party, the Court of Arbitration 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 Court of Arbitration may, after giving an opportunity to the parties and the remaining arbitrators to express their views, either (a) appoint the substitute arbitrator or, (b) after the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award.

RESUMPTION OF PROCEEDINGS IN THE EVENT OF THE REPLACEMENT OF AN ARBITRATOR

ARTICLE 17

If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform its functions, unless the arbitral tribunal decides otherwise.

SECTION III: ARBITRAL PROCEEDINGS

GENERAL PROVISIONS

ARTICLE 18

1. Subject to the payment by the parties of the requisite registration fee and the amount representing the provision for the costs referred to in Article 50, the Secretariat shall transmit the file to the arbitral tribunal upon its constitution.
2. The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute. At all times the parties shall do everything necessary in good faith for the fair, efficient and expeditious conduct of the arbitration, including the arbitral tribunal's discharge of its general duties.
3. 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 a full opportunity of presenting its case and dealing with that of its opponent(s). The arbitral tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expenses and to provide a fair and efficient process for resolving the parties' dispute.
4. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal shall establish the provisional timetable of the arbitration. The arbitral tribunal must at the same time draw up a document defining its terms of reference in accordance with Article 19 to be signed by the parties and the arbitrator(s) (the "Terms of Reference"). Such provisional timetable and/or Terms of Reference shall be communicated by the arbitral tribunal to the Court within 30 days of the date on which the file was transmitted to the arbitral tribunal.
5. 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.

6. 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 only on the basis of documents and other materials.

TERMS OF REFERENCE

ARTICLE 19

1. As soon as it has received the file from the Secretariat, the arbitral tribunal shall draw up, on the basis of the documents or in the presence of the parties and in the light of their most recent submissions, a document defining its Terms of Reference. This document shall include the following particulars:
 - a) the names in full, description, address and other contact details of each of the parties and of any person(s) representing a party in the arbitration;
 - b) the addresses to which notifications and communications arising in the course of the arbitration may be made;
 - c) a summary of the parties' respective claims and of the relief sought by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
 - d) unless the arbitral tribunal considers it inappropriate, a list of issues to be determined;
 - e) the names in full, address and other contact details of each of the arbitrators;
 - f) the place of the arbitration; and
 - g) particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the arbitral tribunal to act as amiable compositeur or to decide ex aequo et bono.

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2. The document mentioned in paragraph 1 of this Article shall be signed by the parties and the arbitral tribunal. The arbitral tribunal shall transmit to the Court the signed document within 30 days of the date when the file has been transmitted to it. The Court may, pursuant to a reasoned request from the arbitral tribunal or if need be on its own initiative, extend this time-limit if it decides it is necessary to do so.
3. If any of the parties refuses to take part in the drawing up of the Terms of Reference or to sign the same, they shall be submitted to the Court for approval. When the Terms of Reference have been signed in accordance with Article 19(2) or approved by the Court, the arbitration shall proceed.
4. After the Terms of Reference have been signed or approved by the Court, no party shall make new claims which fall outside the limits of the Terms of Reference unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration and other relevant circumstances.

JOINDER AND CONSOLIDATION

ARTICLE 20

1. 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 that 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. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.
2. The Court of Arbitration may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, where:
 - a) the parties have agreed to consolidation; or
 - b) all of the claims in the arbitrations are made under the same arbitration agreement; or

- c) the claims in the arbitrations are made under more than one arbitration agreement, the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the Court of Arbitration finds the arbitration agreements to be compatible;
3. In deciding whether to consolidate, the Court of Arbitration may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been appointed in more than one of the arbitrations and, if so, whether the same or different persons have been appointed.
4. When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

SEAT OF ARBITRATION

ARTICLE 21

1. If the parties have not previously agreed on the seat of arbitration, the seat of arbitration shall be determined by the arbitral tribunal. The award shall be deemed to have been made at the seat of arbitration.
2. The arbitral tribunal may hold meetings at any location it considers appropriate or by any means of telecommunications, including videoconferences.
3. Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.

LANGUAGE OF ARBITRATION

ARTICLE 22

1. In the absence of an agreement by the parties, the language or languages of the arbitration shall be determined by the arbitral tribunal, due regard being given to all relevant circumstances, including the language of the contract. The Secretariat, before the formation of the arbitral tribunal, may, but need not to, request from any party who submitted any document in a language different from the one chosen in their agreement, to comply with their initial choice of language.

SECTION III: ARBITRAL 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. All notices, applications and other relevant documents for the attention of the Center should be submitted either in the Arabic, English or French language.

STATEMENT OF CLAIM

ARTICLE 23

1. The Claimant shall communicate its Statement of Claim in writing to the Respondent, each of the arbitrators and the Secretariat within a period of time to be determined by the arbitral tribunal. The Claimant may elect to treat its Request for Arbitration referred to in Article 3 as a Statement of Claim, provided that the Request for 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 and their legal counsels.
 - b) A statement of the facts supporting the claim together with all documents and evidence relied on by the Claimant in support of the claim;
 - c) The points at issue;
 - d) The relief or remedy sought; 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.

STATEMENT OF DEFENCE

ARTICLE 24

1. The Respondent shall communicate its Statement of Defence in writing to the Claimant, each of the arbitrators and the Secretariat within a period of time to be determined by the arbitral tribunal. The Respondent may elect to treat its Response to the Request for Arbitration referred to in Article 4 as a Statement of Defence, provided that the Response to the Request for Arbitration also complies with the requirements of paragraphs 1 and 2 of this Article.
2. The Statement of Defence shall reply to the Statement of Claim described in Article 23, paragraph 2. 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 23, paragraphs 2 and 3 shall apply to a counterclaim, a claim under Article 4, paragraph (4) (c) and a claim relied on for the purpose of a set-off.

AMENDMENTS TO THE CLAIM OR DEFENCE

ARTICLE 25

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

SECTION III: ARBITRAL PROCEEDINGS

manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal. In all such cases where an amendment is made, the other party shall be given an opportunity of responding to it on such terms as the arbitral tribunal directs.

PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

ARTICLE 26

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including 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. 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 as soon as possible but 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 defence 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 either before ruling on the merits or in its award on the merits. Where it believes it is appropriate to do so, the arbitral tribunal may continue the arbitral proceedings and issue an award, notwithstanding any pending challenge to its jurisdiction before a court.

FURTHER WRITTEN SUBMISSIONS

ARTICLE 27

The arbitral tribunal shall decide which further written submissions 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 for communicating such statements.

PERIODS OF TIME

ARTICLE 28

1. Subject to any provision to the contrary herein, the periods of time 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. However, the arbitral tribunal may, subsequent to its constitution, extend any of those time limits, including the time-limits fixed by these Rules for the communication of written statements, if it concludes that an extension is justified. Before such arbitral tribunal is constituted, the Secretary General may extend any of the time-limits fixed by these Rules if it concludes that an extension is justified.
2. The parties may agree to shorten the various time limits set out in the Rules. Any such agreement entered into subsequent to the constitution of an arbitral tribunal shall become effective only upon the approval of the arbitral tribunal.
3. The Court, on its own initiative, may extend any time limit which has been modified pursuant to Article 28(2) if it decides that it is necessary to do so in order that the arbitral tribunal and the Court may fulfil their responsibilities in accordance with the Rules.

INTERIM MEASURES

ARTICLE 29

1. The arbitral tribunal may, at the request of a party, grant interim measures.
2. An interim measure 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.
 - c) Provide a means of preserving assets out of which a subsequent award may be satisfied.
 - d) Preserve evidences that may be relevant and material to the resolution of the dispute.
 - e) Order security for costs and fees of the arbitration proceedings.
 - f) Order security in respect of any claim or counterclaim.
 - g) Order the creation of escrow accounts for monies to be held pending the determination of the proceedings.
3. Subject to any provision to the contrary in these Rules, the party requesting an interim measure under paragraph 2 shall satisfy the arbitral tribunal that:
 - a) A harm not adequately reparable by an award of damages (including mitigation of losses) 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) to (f), the requirements in paragraphs 3 (a) and (b) 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 to disclose promptly 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 and shall not affect the relevant powers reserved to the arbitral tribunal. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat. The Secretariat shall inform the arbitral tribunal thereof.

EVIDENCES

ARTICLE 30

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

SECTION III: ARBITRAL PROCEEDINGS

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

HEARINGS

ARTICLE 31

1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place of the hearing.
2. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal and taking into consideration any mandatory rules under the relevant laws.
3. Hearings shall be held privately 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 decide, after consulting the parties, and on the basis of the relevant facts and circumstances of the case, that any hearing will be conducted by physical attendance or remotely by videoconference, telephone or other appropriate means of communication.

EXPERTS APPOINTED BY THE ARBITRAL TRIBUNAL

ARTICLE 32

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 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 became 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 any relevant information or produce for its inspection any relevant documents or goods that the expert may require of them for the conduct of its mission. 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, who 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.
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 32 shall be applicable to such proceedings.

DEFAULT

ARTICLE 33

1. If, within the period of time fixed by these Rules or the arbitral tribunal, and without showing sufficient cause, the Claimant fails 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.
2. If, within the period of time fixed by these Rules or the arbitral tribunal, and without showing sufficient cause the Respondent fails to communicate its Response to the Request for 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 paragraph 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.
3. 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.
4. 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, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.
5. 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.

CLOSURE OF PROCEEDINGS

ARTICLE 34

1. The arbitral tribunal shall declare the proceedings closed when it is satisfied that the parties have had a reasonable opportunity to present their case. Thereafter, no further submission or argument may be made, or evidence produced, unless requested or authorized by the arbitral tribunal.
2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the proceedings at any time before the award is made.

WAIVER OF RIGHT TO OBJECT

ARTICLE 35

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.

SECTION IV: THE AWARD

DECISIONS

ARTICLE 36

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. If there is no majority, the award or any other decision shall be made by the presiding arbitrator alone.
2. In the case of questions of procedure, 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.
3. If any arbitrator refuses or fails to sign the award, the signatures of the majority or, of the presiding arbitrator failing a majority, shall be sufficient, provided that the reason for the omitted signature is stated in the award by the majority or by the presiding arbitrator.

TIME LIMIT FOR THE FINAL AWARD

ARTICLE 37

1. The time limit within which the arbitral tribunal must render its final award is six months. Such time limit shall start to run from the date of the last signature by the arbitral tribunal or by the parties of the Terms of Reference or procedural timetable, whichever occurs later, unless such time limit is extended by the Court of Arbitration.
2. The Court of Arbitration may extend the time limit, more than once if appropriate, pursuant to a reasoned request by the arbitral tribunal or on its own initiative if it decides it is necessary to do so.

FORM, EFFECT AND SCRUTINY OF THE AWARD

ARTICLE 38

1. The arbitral tribunal may at its discretion 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. By submitting the dispute to arbitration under the LAMC Arbitration Rules, the parties shall be deemed to have undertaken to carry out all resulting awards without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.
3. The arbitral tribunal shall state the reasons upon which the award is based.
4. Subject to paragraph 5 hereunder, the arbitral tribunal shall, before signing an award, whether partial or final, submit its draft to the Court of Arbitration. The Court may lay down modifications as to the form of the award and, without affecting the arbitral tribunal's liberty of decision, may also draw its attention to points of substance.
5. The scrutiny of the award(s) shall not apply if:
 - a) the parties have expressly agreed in the arbitration agreement that the award(s) shall not be scrutinised by the Court of Arbitration; or
 - b) the parties have agreed before the constitution of the arbitral tribunal that the award(s) shall not be scrutinised by the Court of Arbitration; or
 - c) the Court of Arbitration, upon an agreement reached by the parties after the constitution of the arbitral tribunal not to submit the award to the scrutiny of the Court, approves such agreement.
6. An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the seat of arbitration.

SECTION IV: THE AWARD

7. The award signed by the arbitrators shall be sent to the Secretariat by the arbitral tribunal in a number of original copies equal to the number of parties plus two to the Secretariat. The Secretariat shall communicate the award to the parties thereafter on a prompt basis, provided always that the costs of the arbitration have been fully paid to the Center by the parties or by one of them. In all events, the arbitral tribunal shall not communicate the award directly to the parties. Certified copies from the Secretariat can be provided upon request to the parties or their authorized representatives at any time. A fixed fee will be charged by the Center for this service.
8. Without prejudice to Article 44(3), an award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right, or in relation to legal proceedings before a court or other competent authority.

APPLICABLE LAW

ARTICLE 39

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 rules of law which it determines to be appropriate.
2. The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorized 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.

SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

ARTICLE 40

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

arbitral 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. If the settlement does not cater for the costs of the arbitral tribunal and/or the Center, the arbitral tribunal shall allocate the costs in the arbitral award on basis of the Court's determination of the costs in accordance with Article 46 (8) of these Rules

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, the arbitral tribunal shall inform the parties and the Secretariat 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. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be sent by the arbitral tribunal to the Secretariat and thereafter communicated on a prompt basis by the Secretariat to the parties. Where an arbitral award on agreed terms is made, the provisions of Article 38, paragraphs 2, 4 and 5, shall apply.

INTERPRETATION AND CORRECTION OF THE AWARD

ARTICLE 41

1. Within 30 days after the receipt of the award, a party, with notice to the other party and the Secretariat, may request that the arbitral tribunal give an interpretation of the award. The arbitral tribunal shall invite the other party to comment on the said request within 15 days from the date on which such request for interpretation was communicated to the other party.
2. If the arbitral tribunal considers the request to be justified, it shall give the interpretation in writing within 45 days after the lapse of the period of time allocated to comment on the request for interpretation of the award. The interpretation shall form part of the award and the provisions of Article 38, paragraphs 2 to 5, shall apply.

SECTION IV: THE AWARD

3. If the time limit within which the arbitral tribunal must render its final award according to Article 37(1) is due to expire before the time limit mentioned in the preceding paragraph, the Court of Arbitration shall extend it to allow the tribunal to give the interpretation.

ARTICLE 42

1. Within 30 days after the receipt of the award, a party, with notice to the other party and the Secretariat, 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. The arbitral tribunal may invite the other party to comment on the said request within 15 days from the date on which such request for correction was communicated to the other party. If the arbitral tribunal considers the request to be justified, it shall make the correction within 45 days after the lapse of the period of time allocated to comment on the request for correction of the award.
2. The arbitral tribunal may within 45 days after the communication of the award make such corrections on its own initiative, or upon the Secretariat's request.
3. Such corrections shall be in writing, and shall form part of the award. The provisions of Article 38, paragraphs 2 to 5 shall apply.
4. If the time limit within which the arbitral tribunal must render its final award according to Article 37(1) is due to expire before the time limit mentioned in paragraph (2), the Court of Arbitration shall extend it to allow the tribunal to give the correction. This shall also be applicable for any additional award.

ADDITIONAL AWARD

ARTICLE 43

1. Within 30 days after the receipt of the award, a party, with notice to the other party and the Secretariat, 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 to comment on the said request within 15 days from the date on which such request was communicated to the other party.

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 lapse of the period of time allocated to comment on the request.
3. When such an award or additional award is made, the provisions of Article 38, paragraphs 2 to 5, shall apply.

CONFIDENTIALITY

ARTICLE 44

1. Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential 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, the Secretariat and the Center.
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. In its commitments to fostering arbitration, the Center reserves the right to publish its awards in an anonymized or pseudonymized form to maintain the confidentiality of the parties involved and the particulars of the dispute. In the event a party objects to the publication of the award, or specifically requests the anonymization or pseudonymization of specific details, the Center shall thoroughly evaluate such objection or request. Subsequently, the award, at the Center's discretion, will either not be published or will be disseminated in a redacted manner, ensuring that specific details remain undisclosed.

RETRIEVAL AND DESTRUCTION OF DOCUMENTS

ARTICLE 45

1. The party that submits original documents shall request in writing the retrieval of such documents within 12 months from the date of receipt of the final award. The Secretariat, the Court of Arbitration, the arbitral tribunal and the Center shall not be liable for any of such documents upon the lapse of this period.
2. All copies of documents submitted by the parties or the arbitral tribunal to the Center may be destroyed upon the lapse of 12 months from the date on which a copy of the award was communicated to the parties.

SECTION V: THE COSTS

DEFINITION OF COSTS

ARTICLE 46

1. The arbitral tribunal shall fix the costs of arbitration in the final award or, if it deems appropriate, in another decision. Before determining the Costs, the arbitral tribunal shall ask the Secretariat for a statement detailing the deposits made by the parties. The tribunal will also request the parties to provide their legal fees and other costs associated with the arbitration.
2. The term "Costs" includes :
 - a) The registration fee in accordance with Article 47;
 - b) The administrative fees in accordance with Article 47;
 - c) The fees of the arbitral tribunal as fixed by the Court of Arbitration in accordance with Article 48;
 - d) The reasonable travel and other expenses incurred by the arbitrators;
 - e) The reasonable costs of expert advice and of other assistance 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, including attorneys' fees incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable; and
 - h) VAT where applicable on the fees of the arbitral tribunal.
3. The registration fee is a lump sum fixed in Annex I and is not to be confused with administrative fees or the arbitrator(s)' fees or any other fee.
4. The administrative fees are those due to the Center for administering the arbitration procedure and are not to be confused with the fees of the arbitral tribunal or any other fee.

SECTION V: THE COSTS

5. The fees of the arbitral tribunal are those due to the arbitrator(s) as fixed by the Court of Arbitration in accordance with Article 49 and are not to be confused with the registration fee, the administrative fees or any other fee.
6. In relation to interpretation, correction or completion of any award under Articles 41 to 43, the arbitral tribunal may charge its costs referred to in the above paragraph, but no additional fees.
7. In case the parties to ad hoc arbitrations agree that the Court of Arbitration provides its administrative assistance to such arbitrations, the provisions stipulated in this Section will 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. In any event, the administrative fees which are due by the parties to the Center are those provided for in Annex I with respect to the general procedure, or as amended from time to time.
8. In case an order is issued by the arbitral tribunal, before the final award is made, to terminate the proceedings pursuant to Article 40 of the Rules, the Court of Arbitration 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.
9. The Costs shall be paid by the parties to the Center by virtue of a bank transfer or by any other means determined by the Secretariat.

REGISTRATION FEE AND ADMINISTRATIVE FEES

ARTICLE 47

1. Upon filing the Request for Arbitration, the Claimant shall pay the registration fee set by the Secretariat. The same amount shall be paid by the Respondent upon filing a Counterclaim.
2. If the registration fee is not paid upon filing the Request for Arbitration or the Counterclaim, the Center shall not register the case or the Counterclaim and such Request for Arbitration or Counterclaim shall not be deemed received by the Secretariat. When the registration fee is paid through wire transfer, the payment is deemed to have been effected at the date on which such transfer has been effected as evidenced by a document to that effect.

3. The registration fee is non-refundable.
4. The administrative fees payable to the Center shall be determined based on the sum in dispute in accordance with the scales in Annex I, or otherwise amended by the Center from time to time.
5. If, within the period of time fixed by these Rules, or at any time specified by the Secretariat from time to time, and without showing sufficient cause, the parties fail to pay the provisions for the administrative fees, the Court of Arbitration may terminate the arbitral proceedings.

FEES AND EXPENSES OF ARBITRATORS

ARTICLE 48

1. The fees of the arbitrator(s) shall be determined based on the sum in dispute in accordance with the scales in Annex I.
2. The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs.
3. Where the sum in dispute cannot be ascertained, the Court of Arbitration shall determine the fees of the arbitral tribunal taking all relevant circumstances into account.
4. The total arbitrators' fees shall be distributed as follows: 40% for the President of the arbitral tribunal and 30% for each co-arbitrator, unless otherwise agreed upon by the members of the arbitral tribunal.
5. The arbitrator is entitled only to the fees determined in accordance with the scales in Annex I (or as amended from time to time), which are deemed to be approved by the arbitrator upon accepting its mission. The Court of Arbitration's determination of the fees of the arbitrator in accordance with the scales set out by the Center shall be final and subject to no revision.
6. The arbitrator(s)' fees shall be fully paid to the arbitral tribunal upon rendering its final award signed by the arbitrators, failing which the final award shall not be communicated to the parties.

SECTION V: THE COSTS

7. The Court of Arbitration, in consultation with the remaining arbitrators, shall determine the fees of the arbitrator, who has deceased after accepting its mission and before rendering the award, having regard to the work he/she has performed and all other relevant circumstances.
8. An arbitrator who is removed pursuant to Article 14(3) or upon a successful challenge pursuant to Article 15 shall not be entitled to any fees.
9. In cases of unjustifiable delay by the arbitrator in the issuance of the award beyond stipulated or agreed timelines, arbitrator fees may be reduced by 5% to 20% or higher. The exact reduction and the decision to apply such reduction are within the absolute discretion of the Court of Arbitration, considering each case's specific circumstances.
10. The arbitrator shall not directly or indirectly enter into agreements with the parties or their representatives with respect to its fees or the costs of arbitration. 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.
11. In exceptional circumstances, the Court of Arbitration may determine the fees of the arbitral tribunal at a figure higher or lower than that which would result from the application of the scales in Annex I, provided that such determination does not exceed 25%.
12. VAT shall be treated as part of the costs of the arbitration.

ALLOCATION OF COSTS

ARTICLE 49

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 as a result of the decision on allocation of costs.

PROVISION FOR THE COSTS

ARTICLE 50

1. The Secretariat may, at its discretion, request the parties to deposit a provision for the costs referred to in Article 46.
2. The Secretariat may request supplementary provisions during the course of the arbitral proceedings.
3. Unless otherwise agreed upon by the parties, the amounts of such provisions, save for the registration fee, are payable in equal shares by the parties.
4. If the required provisions are not paid in full within 28 days from the due date fixed by the Secretariat, the Court of Arbitration 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 Court of Arbitration may request the arbitral tribunal to make such suspension or termination of the arbitral proceedings or may, on its own motion, order the termination of such proceedings if the arbitral tribunal was not constituted yet. In any event, the original claim or counterclaim will be deemed withdrawn as a consequence of nonpayment. However, this will not preclude the concerned party from re-submitting its request at a subsequent time.
5. After a termination order or a final award has been made, the Secretariat shall render an accounting to the parties of the deposits received and shall consult with the Court of Arbitration before returning any unexpended balance to the parties.
6. In case of termination of the arbitral proceedings before the award is rendered, by virtue of an order issued by the arbitral tribunal or a decision issued by the Court of Arbitration, the Center shall decide a refund up to 25% of the deposited costs; the remaining 75% of these fees shall not be subject to any refund. However, in the event the arbitral proceedings are terminated before the arbitral tribunal has been constituted, the Center shall have the right to retain up to 50% of the amount of the deposited costs.

SECTION VI: EXPEDITED ARBITRATION PROCEDURE

ARTICLE 51

1. **Scope:**

The Expedited Arbitration Procedure shall apply if:

- a) the amount in dispute does not exceed two million dollars, and
 - b) the parties have expressly agreed in the arbitration agreement to select the general rules of arbitration including the Expedited Arbitration Procedure provisions; or
 - c) the parties have agreed before the constitution of the arbitral tribunal to submit the arbitration to the Expedited Arbitration Procedure provisions; or
 - d) the Court of Arbitration, upon the agreement of the parties after the constitution of the arbitral tribunal to submit the arbitration to the Expedited Arbitration Procedure provisions, approves such agreement.
2. The Request for Arbitration shall include a detailed Statement of Claim together with all supporting documents.
3. The response of the Respondent shall include a detailed Statement of Defence together with all supporting documents and should be filed within 21 days of receipt of the Request for Arbitration.
4. If the Respondent wishes to submit a counterclaim, it must do so together with the Answer to the Request for Arbitration or within the time-limit allocated for the submittal of the Statement of Defence, at the latest. The Claimant shall submit a reply to any counterclaim within 21 days from the date of receipt of the counterclaim communicated by the Secretariat. For the avoidance of doubt, the Counterclaim is deemed received when it was first received by the Secretariat, whether electronically or otherwise, without prejudice to Article 47(2) of these Rules.

SECTION VI: EXPEDITED ARBITRATION PROCEDURE

5. The Secretariat shall transmit the file to the arbitral tribunal as soon as it has been constituted.
6. In the expedited arbitration, the arbitral tribunal shall be composed of a sole arbitrator. The parties may agree to jointly nominate the sole arbitrator within the time limit set forth by the Secretariat which should not exceed 21 days. In the absence of such nomination, the sole arbitrator shall be appointed by the Court of Arbitration within as short a time as possible.
7. After the arbitral tribunal has been constituted, no party shall make new claims, unless it has been authorised to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration, any cost implications and any other relevant circumstances.
8. The arbitral tribunal shall have discretion to adopt such procedural measures as it considers appropriate. In particular, the arbitral tribunal may, after consultation with the parties, decide not to allow requests for document production or to limit the number, length and scope of written submissions and written witness evidence (both fact witnesses and experts).
9. The arbitral tribunal may, after consulting the parties, decide the dispute solely on the basis of the documents submitted by the parties, with no hearing and no examination of witnesses or experts. When a hearing is to be held, the arbitral tribunal may conduct it by videoconference, telephone or similar means of communication.
10. The fees of the arbitral tribunal shall be fixed according to the scales of administrative expenses and arbitrator(s)' fees for the Expedited Arbitration Procedure set out in Annex I to these Rules.
11. The time limit within which the arbitral tribunal must render its final award is six months from the date of its appointment. The Court of Arbitration may extend the time limit pursuant to Article 37(2) of the Rules.
12. The Court of Arbitration may, at any time during the arbitral proceedings, on its own motion or upon the request of a party, and after consultation with the arbitral tribunal and the parties, decide that the Expedited Arbitration Procedure shall no longer apply to the case. In such case, unless the Court of

SECTION VI: EXPEDITED ARBITRATION PROCEDURE

Arbitration considers that it is appropriate to replace and/or reconstitute the arbitral tribunal, the arbitral tribunal shall remain in place.

13. In all matters concerning the Expedited Arbitration Procedure not expressly provided for in this Article 51, the Court of Arbitration and the arbitral tribunal shall act in the spirit of the Rules and this Article.

GENERAL RULE

ARTICLE 52

In all matters not expressly provided for in the Rules, the Court and the arbitral tribunal shall act in the spirit of the Rules and shall make every effort to make sure that the award is enforceable at law.

ANNEX I

SCALE OF ADMINISTRATIVE EXPENSES AND ARBITRATORS' FEES

1. The scales of administrative expenses and arbitrator(s)' fees set forth below shall be effective as of 1 July 2024 in respect of all arbitrations commenced on or after such date.
2. The scales of administrative expenses and arbitrator(s)' fees for the expedited procedure set forth below shall be effective as of 1 July 2024 in respect of all arbitrations commenced on or after such date. When parties have agreed to the expedited procedure pursuant to Article 51, the scales for the expedited procedure will apply.
3. All amounts fixed by the Court or pursuant to any of the appendices to the Rules are payable in US dollars, or its equivalent in Lebanese Pounds pursuant to the methods determined by the Secretariat whether in cash or any other methods of payment approved by the Secretariat. Any payment that fails to adhere to the prescribed method established by the Secretariat will be deemed ineffective.

I- GENERAL PROCEDURE

A. ADMINISTRATIVE EXPENSES

- 1. Filing Fees: Any filing of an arbitration claim or a counter claim shall be subject to a non-refundable fee of 1,000 USD + applicable VAT.
- 2. Other Administrative Fees

SUM IN DISPUTE	ADMINISTRATIVE FEES
up to 50,000 USD	2,500 USD
50,001 USD – 100,000 USD	3,000 USD
100,001 USD – 250,000 USD	4,500 USD
250,001 USD – 500,000 USD	6,000 USD
500,001 USD – 1,000,000 USD	10,000 USD
1,000,001 USD – 2,500,000 USD	15,000 USD
2,500,001 USD – 5,000,000 USD	25,000 USD
5,000,001 USD – 7,500,000 USD	35,000 USD
7,500,001 USD – 10,000,000 USD	42,500 USD
10,000,001 USD – 20,000,000 USD	45,000 USD
20,000,001 USD – 30,000,000 USD	55,000 USD
30,000,001 USD – 50,000,000 USD	70,000 USD
50,000,001 USD – 70,000,000 USD	80,000 USD
Over 70,000,001 USD	90,000 USD

B. ARBITRATORS' FEES

SUM IN DISPUTE	MINIMUM ARBITRATOR'S FEES	MAXIMUM ARBITRATOR'S FEES
up to 50,000 USD	2,000 USD	6,000 USD
50,001 USD – 100,000 USD	2,500 USD + 1.5% of the amount exceeding 50,001 USD (Max 3,250\$)	6,000 USD + 6% of the amount exceeding 50,001 USD (Max 9,000\$)
100,001 USD – 250,000 USD	3,000 USD + 1% of the amount exceeding 100,001 USD (Max 4,500\$)	11,000 USD + 4% of the amount exceeding 100,001 USD (Max 17,000\$)
250,001 USD – 500,000 USD	4,000 USD + 1% of the amount exceeding 250,001 USD (Max 6,500\$)	15,000 USD + 3% of the amount exceeding 250,001 USD (Max 22,500\$)
500,001 USD – 1,000,000 USD	7,000 USD + 1% of the amount exceeding 500,001 USD (Max 12,000\$)	20,000 USD + 2% of the amount exceeding 500,001 USD (Max 30,000\$)
1,000,001 USD – 2,500,000 USD	10,000 USD + 0.3% of the amount exceeding 1,000,001 USD (Max 14,500\$)	30,000 USD + 1.25% of the amount exceeding 1,000,001 USD (Max 48,750\$)
2,500,001 USD – 5,000,000 USD	15,000 USD + 0.2% of the amount exceeding 2,500,001 USD (Max 20,000\$)	40,000 USD + 1% of the amount exceeding 2,500,001 USD (Max 65,000\$)
5,000,001 USD – 7,500,000 USD	27,000 USD + 0.15% of the amount exceeding 5,000,001 USD (Max 30,750\$)	60,000 USD + 0.3% of the amount exceeding 5,000,001 USD (Max 67,500\$)
7,500,001 USD – 10,000,000 USD	32,000 USD + 0.15% of the amount exceeding 7,500,001 USD (Max 35,750\$)	70,000 USD + 0.3% OF THE amount exceeding 7,500,001 USD (MAX 85,000\$)
10,000,001 USD – 20,000,000 USD	35,000 USD + 0.1% of the amount exceeding 10,000,001 USD (Max 45,000\$)	80,000 USD + 0.3% of the amount exceeding 10,000,001 USD (Max 110,000\$)
20,000,001 USD – 30,000,000 USD	40,000 USD + 0.1% of the amount exceeding 20,000,001 USD (Max 50,000\$)	95,000 USD + 0.3% of the amount exceeding 20,000,001 USD (Max 125,000\$)
30,000,001 USD – 50,000,000 USD	45,000 USD + 0.06% of the amount exceeding 30,000,001 USD (Max 57,000\$)	115,000 USD + 0.225% of the amount exceeding 30,000,001 USD (Max 160,000\$)
50,000,001 USD – 70,000,000 USD	50,000 USD + 0.07% of the amount exceeding 50,000,001 USD (Max 64,000\$)	140,000 USD + 0.1% of the amount exceeding 50,000,001 USD (Max 160,000\$)
Over 70,000,001 USD	58,000 USD + 0.0100% of the amount exceeding 70,000,001 USD	175,000 USD + 0.0400% of the amount exceeding 70,000,001 USD

II- EXPEDITED ARBITRATION PROCEDURE

A. ADMINISTRATIVE EXPENSES

1. Filing Fees: Any filing of an arbitration claim or a counter claim under the expedited procedure shall be subject to a non-refundable fee of 1000 USD + applicable VAT.
2. Other Administrative Fees

Sum in dispute (In USD)	Administrative Fees (USD)
up to 50,000 USD	2,500 USD
50,001 USD – 100,000 USD	3,000 USD
100,001 USD – 250,000 USD	4,500 USD
250,001 USD – 500,000 USD	6,000 USD
500,001 USD – 1,000,000 USD	10,000 USD
1,000,001 USD – 2,500,000 USD	15,000 USD
2,500,001 USD – 5,000,000 USD	25,000 USD
5,000,001 USD – 7,500,000 USD	35,000 USD
7,500,001 USD – 10,000,000 USD	42,500 USD
10,000,001 USD – 20,000,000 USD	45,000 USD
20,000,001 USD – 30,000,000 USD	55,000 USD
30,000,001 USD – 50,000,000 USD	70,000 USD
50,000,001 USD – 70,000,000 USD	80,000 USD
Over 70,000,001 USD	90,000 USD

B. ARBITRATORS' FEES

SUM IN DISPUTE	MINIMUM ARBITRATOR'S FEES	MAXIMUM ARBITRATOR'S FEES
UP TO 50,000 USD	1,920 \$	7.680%
50,001 USD – 100,000 USD	0.768%	3.072%
100,001 USD – 250,000 USD	0.640%	2.560%
250,001 USD – 500,000 USD	0.597%	2.389%
500,001 USD – 1,000,000 USD	0.560%	2.240%
1,000,001 USD – 2,500,000 USD	0.448%	1.792%
2,500,001 USD – 5,000,000 USD	0.307%	1.229%
5,000,001 USD – 7,500,000 USD	0.277%	1.109%
7,500,001 USD – 10,000,000 USD	0.200%	0.960%
10,000,001 USD – 20,000,000 USD	0.186%	0.760%
20,000,001 USD – 30,000,000 USD	0.152%	0.608%
30,000,001 USD – 50,000,000 USD	0.128%	0.512%
50,000,001 USD – 70,000,000 USD	0.107%	0.427%
Over 70,000,001 USD	0.077%	0.307%

Arbitrator(s)' fees will normally be fixed by the Court at a figure within the limits specified in the Scales; however, the Court may fix the arbitrator(s)' fees at a figure higher or lower than that which would result from the application of the Scales if in the exceptional circumstances of the case this appears to be necessary. When fixing the arbitrator(s)' fees, the Court will take into consideration the diligence and efficiency of the arbitrator(s), the time spent, the rapidity of the proceedings and the complexity of the dispute.

III- EMERGENCY INTERIM MEASURES PROCEDURE

The fees for submitting a request for emergency interim measures (to be paid in full upon submission of the request).

Administrative Fees	Emergency Arbitrators' Fees
5,000 USD	12,000 USD

IV- APPOINTING AUTHORITY IN AD HOC PROCEEDINGS

Any filing of a request for the Center to act as appointing authority in ad hoc proceedings shall be subject to a non-refundable fee of 2000 USD + applicable VAT. No other fees apply.

ANNEX II BY-LAWS – COURT OF ARBITRATION OF THE LEBANESE ARBITRATION AND MEDIATION CENTER (LAMC)

FORMATION OF THE COURT OF ARBITRATION

ARTICLE 1

1. The Court of Arbitration consists of members to be appointed by the Board of the Beirut and Mount Lebanon Chamber of Commerce, Industry and Agriculture amongst eminent personalities specialized in the fields of international arbitration.
2. Once fully constituted, the Chairman of the Beirut and Mount Lebanon Chamber of Commerce, Industry and Agriculture shall nominate the President of the Court of Arbitration, and two Vice-Presidents.

TERM OF THE COURT OF ARBITRATION

ARTICLE 2

The term of the Court of Arbitration shall be two years, which may be renewed once for a similar term, unless otherwise determined due to special circumstances. In case the position 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.

FUNCTIONS OF THE COURT OF ARBITRATION

ARTICLE 3

1. The Court of Arbitration shall carry out the functions provided for in the LAMC Rules of Arbitration in force as well as any other functions that may be referred to in the LAMC's future Arbitration Rules, particularly the following:
 - a) Deciding on whether not to proceed with arbitral proceedings, according to Article 6 of the Rules;

- b) Deciding on the confirmation or the rejection of the appointment of nominated arbitrators according to Article 10(5) of the Rules;
 - c) Deciding on the removal of arbitrators according to Article 14(3) of the Rules by an impartial and independent tripartite ad hoc committee to be composed from among the members of the Court of Arbitration 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 and shall be final and unchallengeable;
 - d) Deciding on the challenge of arbitrators according to Article 15 of the Rules by an impartial and independent tripartite ad hoc committee to be composed from among the members of the Court of Arbitration 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 and shall be final and unchallengeable;
 - e) Deciding on whether to deprive any party of its right to appoint a substitute arbitrator according to Article 16(2) of the Rules;
 - f) Deciding on consolidation of arbitrations in accordance with Article 20(3) of the Rules; and
 - g) Determining, the fees of the arbitral tribunal at a figure higher or lower than that which would result from the application of the scales of fees annexed to the Rules in accordance with Article 48(10) of the Rules.
2. The Court of Arbitration shall have a Secretariat headed by the Secretary-General.
3. The Court of Arbitration may delegate some of its functions to the Secretary-General of the Court for making the necessary decisions, particularly with respect to the decision not to proceed with arbitral proceedings in accordance with Article 6 of the Rules and the determination, according to Article 48(10) 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 Secretary-General shall present a report to the Court of Arbitration on the procedures taken or the decisions made according to the delegated functions.

4. The Secretary-General may particularly consult with the Board of Trustees and the Court of Arbitration regarding the following matters:
 - a) Reviewing the potential proposals regarding the amendment of the Arbitration Rules and other Rules and procedures, 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 Center such as conferences and training programs;
 - c) Reviewing the cooperation agreements which are concluded by the Center;
 - d) Reviewing the matters that may be proposed by the members of the Court of Arbitration;
 - e) Reviewing the matters that may be referred thereto by the Secretary-General of the Center; and
 - f) Reviewing the matters that may be referred thereto by the Board of Trustees of the LAMC.

MEETINGS OF THE COURT OF ARBITRATION

ARTICLE 4

1. The Court of Arbitration shall hold meetings at least once monthly upon an invitation by the Secretary-General of the Center or the President of the Court of Arbitration, or upon a request made by at least one third of the members of the Court of Arbitration.
2. There shall be no required quorum for the validity of the meetings of the Court of Arbitration.
3. The Secretary-General shall attend the meetings of the Court of Arbitration and shall be entitled to vote.
4. The meetings shall be presided over by the President or, in the event of his/her absence for any reason, they shall be presided over by the oldest Vice-President. In the event of the absence of the President and both Vice-

ANNEX II

Presidents, the Secretary-General shall preside over the meetings of the Court of Arbitration.

5. The Secretariat shall be in charge of the logistics and the preparation of the draft agenda of the Court of Arbitration's meetings
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 President or his/her substitute, as well as by the Secretary-General. In the case where the Secretary-General presides over a meeting of the Court, the minutes of such meeting shall be approved by the Secretary-General and the oldest attending member.
7. Deliberations amongst the members of the Court and the passing of decisions may be carried out by electronic communication.

RESOLUTIONS OF THE COURT OF ARBITRATION

ARTICLE 5

1. Resolutions and recommendations of the Court of Arbitration 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 President or his/her substitute shall have the casting vote.
3. The President of the Court of Arbitration or his/her substitute may issue decisions on behalf of the Court of Arbitration in case of urgent matters, and shall notify the Court of Arbitration of such decisions made on behalf thereof.

COMMITTEES OF THE COURT OF ARBITRATION

ARTICLE 6

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

PARTICIPATION OF MEMBERS OF THE COURT OF ARBITRATION IN LAMC ARBITRATIONS

ARTICLE 7

Owing to the special responsibilities laid upon them in the Rules of Arbitration, the President, the Vice-Presidents, the members of the Court of Arbitration, the Secretary-General and the personnel of the Secretariat may not personally act as arbitrators or counsel in cases administered by LAMC.

CONFLICT OF INTEREST OF MEMBERS OF THE COURT OF ARBITRATION

ARTICLE 8

When the President, a Vice-President or a member of the Court is involved, in any capacity whatsoever, in proceedings pending before the Court, he or she must inform the Secretary-General as soon as he becomes aware of such involvement. He or she must refrain from participating in the discussions or in the decisions of the Court concerning the proceeding and he must be absent from the Court's meetings whenever the matter is considered. He or she will not receive documentation or information submitted to the Court during the proceedings.

ANNEX III

BY-LAWS – BOARD OF TRUSTEES OF THE LEBANESE ARBITRATION AND MEDIATION CENTER (LAMC)

FORMATION OF THE BOARD OF TRUSTEES

ARTICLE 1

The Lebanese Arbitration and Mediation Center shall have a Board of Trustees consisting of a President and no less than six members, highly qualified in the field of arbitration from amongst eminent experts, or from the Business Community.

APPOINTMENT OF THE BOARD OF TRUSTEES

ARTICLE 2

1. Half of the members of the Board of Trustees shall be appointed by the President of the Beirut and Mount Lebanon Chamber of Commerce, Industry and Agriculture (who will be de facto the President of the Board) and the other half shall be appointed based on a recommendation of the Court of Arbitration;
2. The Board of Trustees shall select a Vice-President in its first meeting to perform the President's duties in his absence or if his position is vacated for any reason;
3. If the position of the President or the Vice-President or one or more of the members of the Board of Trustees is vacated, a substitute member shall be appointed in accordance with paragraph (1) hereinabove. However, the Board of Trustees shall continue to perform its duties provided that the remaining number of members shall not be less than six.

TERM OF THE BOARD OF TRUSTEES

ARTICLE 3

1. The term of the Board of Trustees shall be for four years. This term is renewable. However, if for any reason, a new member is appointed, the term of appointment shall be for the remaining period of the Board of Trustees' term.
2. If the term of the Board of Trustees expires and no new board is appointed, the Board shall continue discharging its duties and powers until a new Board is appointed.

FUNCTIONS OF THE BOARD OF TRUSTEES

ARTICLE 4

1. The Board of Trustees shall carry out the following functions:
 - a) Approving the general policy of the Center and supervising its implementation;
 - b) Approving any amendments to these by-laws and the Arbitration Rules;
 - c) Issuing by-laws regulating the activities of the Court of Arbitration including any applicable fees;
 - d) Adopting the annual report on the activities and functions of the Court of Arbitration;
 - e) Any other functions assigned to the Board of Trustees under the provisions of these by-laws, these Rules or the by-laws of the Court of Arbitration.
2. The Board of Trustees may delegate any of its powers and duties to the Secretary-General or to the Court of Arbitration.
3. The President or anyone authorised by him shall sign cooperation agreements between the Center and other national and international relevant institutions and arbitration Centers.

MEETINGS OF THE BOARD OF TRUSTEES

ARTICLE 5

1. The Board of Trustees shall hold meetings upon an invitation by its President or the Secretary-General at least twice a year or whenever it deems necessary. Invitations for a meeting should be made (20) days prior to the date of that meeting, unless in cases of emergency where such invitations may be made closer to the date of the meeting. The invitation shall enclose the agenda of the meeting.
2. The quorum for the meetings of the Board of Trustees shall be realized by the presence of the majority of its members.
3. The meeting shall be presided over by the President or the Vice-President, in case of the absence of the former. If both are absent, the Board of Trustees will select a President for the meeting from amongst its members.
4. Decisions shall be passed by a majority of the votes of the members present in the meeting, unless otherwise stated in these Rules. In case votes are equal, the President will have a casting vote.
5. Notwithstanding what is mentioned in paragraph (2) of this Article, deliberations amongst the members of the Board of Trustees and the passing of decisions may be carried out by electronic communication. In this case, three quarters of the members of the Board of Trustees must approve these decisions.
6. The President shall sign the minutes of the meeting of the Board of Trustees.

LOSS OF MEMBERSHIP

ARTICLE 6

A member of the Board of Trustees shall lose membership in any of the following cases:

1. Death;
2. Bankruptcy or insolvency;
3. Resignation by a letter addressed to the President of the Board of Trustees;
4. If convicted of a criminal offence.

ANNEX IV

SUGGESTED LAMC MODEL ARBITRATION CLAUSE FOR CONTRACTS

“Any dispute, controversy or claim arising out of or relating to this contract, its interpretation, execution, the termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the Lebanese Arbitration and Mediation Center of the Beirut and Mount–Lebanon Chamber of Commerce, Industry and Agriculture”.

Note: Parties should consider adding:

“The number of arbitrators shall be [...] (one or three);
The place of arbitration shall be [...] (town and country); and
The language to be used in the arbitral proceedings shall be [...].”

Note: Parties may consider adding:

“The Expedited Arbitration procedure provided for under Article 51 of the Rules of Arbitration of the Lebanese Arbitration and Mediation Center of the Beirut and Mount–Lebanon Chamber of Commerce, Industry and Agriculture is hereby [...] (Applicable or not applicable)”.

“The scrutiny procedure referred to in Article 38 of the Arbitration Rules of the Lebanese Arbitration Center is hereby [...] (applicable or not applicable).”

NOTES

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Beirut and Mount Lebanon Chamber of Commerce,
Industry and Agriculture Building, 8th floor
1 Justinien Street, Sanayeh, Beirut, Lebanon

Tel: +9611 349 616
Email: lamc@ccib.org.lb

www.lamc.org.lb