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QATAR CHAMBER

Qatar International Center for Conciliation and Arbitration

Rules of Conciliation and Arbitration

Qatar International Center
for Conciliation and Arbitration

Rules of Conciliation and Arbitration

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Introduction

- The Qatar International Center for Conciliation and Arbitration has been established in 2006 by virtue of a resolution of the Qatar Chamber's Board of Directors to create an efficient and swift mechanism to settle disputes between Qatari enterprises or between national companies and their foreign counterparts.

- The Center seeks to follow the most recent trends in organizing conciliation and arbitration procedures through its adoption of the model rules prepared by the United Nations Commission for International Trade Law (UNCITRAL) as revised in 2010.

- The Center is part of the Qatar Chamber of Commerce and Industry and recommends to its members the use of some model clauses for conciliation and/or arbitration in their national or international contracts.

- The Center maintains lists of conciliators, arbitrators and experts of international reputation in different areas in order to choose from such lists by the interested parties.

- The Center aims to organize seminars, workshops and conferences to prepare and to train future arbitrators and to encourage the use of alternative dispute resolution methods.

- The Center is a full member in the International Federation for Commercial Arbitration Institutions (IFCAI)

Model Clauses

Model Conciliation Clause

Any conflict which arises from this contract shall be resolved amicably by conciliation (number of conciliator(s) to precise) according to the rules of Qatar International Center for Conciliation and Arbitration of the Qatar Chamber of Commerce & Industry.

Model Arbitration Clause

Any conflict concerning the conclusion, execution, validity, interpretation, termination or dissolution of this contract or related to shall be resolved by arbitration (number of arbitrator(s) to precise) according to the rules of Qatar International Center for Conciliation and Arbitration of the Qatar Chamber of Commerce & Industry.

Model Conciliation & Arbitration Clause

Any conflict concerning the conclusion, execution, validity, interpretation, termination or dissolution of this contract or related to shall be resolved amicably by conciliation (number of conciliator(s) to precise). If the conflict is not resolved within 30 days through conciliation, it shall be submitted to arbitration (number of arbitrator(s) to precise) according to the rules of Qatar International Center for Conciliation and Arbitration of the Qatar Chamber of Commerce & Industry.

Rules of Arbitration

Chapter One: Preliminary Provisions

Article 1

Definitions

1.1 For the purposes of implementing these Rules, the following words shall have the meanings assigned thereto:

a. **Arbitral Tribunal:** a panel which includes one or more arbitrators;

b. **Parties:** include one or more claimant(s), one or more respondent(s);

c. **Board of Trustees:** the Board of Trustees as appointed by the Chamber's Board of Directors;

d. **Committee:** The Committee of Conciliation and Arbitration as appointed by the Chamber's Board of Directors;

e. **Center:** The Qatar International Center for Conciliation and Arbitration;

f. **Director:** The Executive Director of the Center as appointed by the Board of Trustees;

g. **Lists:** The Lists of Arbitrators, Conciliators and Experts maintained by the Center.

1.2 Where appropriate in these Rules, words importing the singular shall include the plural and words importing the masculine gender shall include the feminine gender and vice versa.

Article 2

Scope of Application

2.1 Where parties have agreed in writing that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the Arbitration Rules of the Qatar International Center for Conciliation and Arbitration, then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree.

2.2 Where the parties have agreed to submit their disputes to arbitration before the Qatar Chamber of Commerce and Industry or the Qatar International Center for Conciliation and Arbitration or under these Rules, they shall be deemed to have submitted to the Rules in effect on the date of commencement of the arbitration proceedings. Such arbitration shall be conducted by the Tribunal on amiable compositeur terms or ex aequo et bono without prejudice to the application of any provisions related to public order in Qatar. The award shall not be subject to any appeal.

2.3 These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

2.4 Unless the parties agree otherwise, the arbitration agreement shall be considered independent from the contract in dispute. Thus if the contract is voided or terminated for any reason, the arbitration may continue regardless. The arbitration tribunal shall have jurisdiction to decide on pleadings relating to its incompetency, including pleadings based on non-existing arbitration agreements, nullity, termination of the agreement, or not including the subject of the conflict.

Article 3

Correspondence and Calculation of Periods of Time

3.1 All forms of notice, data, memorandums, documents or any other correspondence exchange between the Center, the parties, their representatives and the arbitrators shall be delivered either by hand to the addressee, to its place of business, to its habitual residence or by registered mail to its postal address. If, after reasonable efforts, delivery cannot be effected, a notice is deemed to have been received if it is sent by registered mail with delivery notice to the addressee's last-known place of business, habitual residence or postal address. In all cases, a notice shall be deemed to have been received on the day it is delivered to the addressee.

3.2 After the formation of the Arbitral Tribunal, it may be agreed upon with the parties and their representatives to use electronic means of communication such as e-mail and facsimile in sending notifications, memorandums, documents or any other correspondence to address(es) so designated or authorized. In all cases, a correspondence transmitted by electronic means is deemed to have been received on the day when it reaches the addressee's electronic address.

3.3 Any period of time shall begin to run on the day following the day of receipt. 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.

Article 4

Notice of Arbitration

4.1 The party initiating recourse to arbitration (hereinafter called the "claimant") shall file with the Center a notice of arbitration and the Center shall communicate it to the other party (hereinafter called the "respondent").

4.2 Unless the parties have agreed otherwise, the arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.

4.3 The notice of arbitration shall include the following:

a. A demand that the dispute be referred to arbitration;

b. The names and contact details of the parties;

c. Identification of the arbitration agreement that is invoked;

d. Identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;

e. A brief description of the claim and an indication of the amount involved, if any;

f. The relief or remedy sought;

g. A proposal as to the number of arbitrators, language and place of arbitration, if the parties have not previously agreed thereon;

4.4 The notice of arbitration may also include:

a. A proposal for the appointment of a sole arbitrator referred to in article 9, paragraph 2; and

b. Notification of the appointment of an arbitrator referred to in article 10 or article 11.

4.5 When the notice of arbitration presented by the claimant does not include all the information provided under paragraph 3, the Center can ask the claimant to provide the same in seven days commencing from the date of the notice of arbitration.

4.6 The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Article 5

Response to the Notice of Arbitration

5.1 Within 30 days of the receipt of the notice of arbitration, the respondent shall file with the Center for communication to the other party a response to the notice of arbitration, which shall include:

a. The name and contact details of the respondent; and

b. A response to the information set forth in the notice of arbitration, pursuant to article 4, paragraphs 3 (c) to (g).

5.2 The response to the notice of arbitration may also include:

a. Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;

b. A proposal for the appointment of a sole arbitrator referred to in article 9, paragraph 2;

c. Notification of the appointment of an arbitrator referred to in article 10 or article 11;

d. A brief description of 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; and

e. A notice of arbitration in accordance with article 3 in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant.

5.3 When the response to the notice of arbitration does not include all the information required under paragraph 1 of this article, the Center can ask the respondent to provide the same in 7 days commencing from the date of the response.

5.4 The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the respondent's failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Article 6

Representation and Assistance

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 Center. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, he should present the particular deed of representation. Also, 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 arbitral tribunal may determine.

Article 7

Decision not to Proceed with the Arbitral Proceedings

The Director of the Center may, upon the approval of the Committee, decide not to proceed with the arbitral proceedings if the Center manifestly lacks jurisdiction over the dispute.

Chapter Two: Composition of the Arbitral Tribunal

Article 8

Number of Arbitrators

8.1 If the parties have not previously agreed on the number of arbitrators, and if within 30 days after the receipt by the respondent of the notice of arbitration the parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed.

8.2 Notwithstanding paragraph 1, if no other parties have responded to a party's proposal to appoint a sole arbitrator within the time limit provided for in paragraph 1 and the party concerned have failed to appoint a second arbitrator in accordance with articles 10 or 11, the Committee may, at the request of a party, appoint a sole arbitrator pursuant to the procedure provided for in article 9, paragraph 3 if it determines that, in view of the circumstances of the case, this is more appropriate.

Article 9

Appointment of a Sole Arbitrator

9.1 If the arbitral tribunal has not been appointed within the time period agreed by the parties or, where the parties have not agreed on a time period, within 30 days after receipt by the Center of a party's request for appointment, the appointment shall be made pursuant to articles 9 to 11 of these Rules.

9.2 If the parties have agreed that a sole arbitrator is to be appointed, and if within 30 days after receipt by all other parties of a proposal for the appointment of a sole arbitrator, the parties have not reached agreement thereon, a sole arbitrator shall, at the request of a party, be appointed by the Committee.

9.3 The Committee shall appoint the sole arbitrator as promptly as possible. In making the appointment, the Committee shall use the following procedure, unless the parties agree that such procedure should not be used or unless the Committee determines in its discretion that the use of such procedure is not appropriate for the case:

a. The Committee shall communicate to each of the parties an identical list containing at least three names;

b. Within 15 days after the receipt of this list, each party shall return the list to the Center after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;

c. After the expiration of the above period of time, the Committee shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties; and

d. If for any reason the appointment cannot be made according to this procedure, the Committee may exercise its discretion in appointing the sole arbitrator.

9.4 In making the appointment of the sole arbitrator, the Committee shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties in case they are not of a common nationality.

9.5 In all cases, the Committee may reject the appointment of any arbitrator due to the lack of any legal or contractual requirement or past failure to comply with his duties under these Rules or for any other reasons at its discretion.

Article 10

Appointment of the Arbitral Tribunal

10.1 If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall appoint the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal. As far as possible the arbitral tribunal shall include at least one arbitrator of legal background.

10.2 If within 30 days after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the center and the first party of the arbitrator it has appointed, the second arbitrator shall, at the request of the first party, be appointed by the Committee.

10.3 If within 30 days after the appointment of the second arbitrator the two arbitrators have not agreed on the appointment of the presiding arbitrator, the presiding arbitrator shall be appointed by the Committee in the same way as a sole arbitrator would be appointed under article 9.

10.4 In all cases, the Committee may reject the appointment of any arbitrator due to the lack of any legal or contractual requirement or past failure to comply with his duties under these Rules or for any other reasons at its discretion.

Article 11

Multipartite Arbitration

11.1 For the purposes of article 10, paragraph 1, where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless all the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall appoint an arbitrator.

11.2 If the parties have agreed that the arbitral tribunal is to be composed of a number of arbitrators other than one or three, the arbitrators shall be appointed according to the method agreed upon by the parties.

11.3 In the event of any failure to constitute the arbitral tribunal under this article, the Committee shall, at the request of any party, constitute the arbitral tribunal, and in doing so, may revoke any appointment already made, and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.

Article 12

Neutrality and Independence of the Arbitrator

12.1 When a person is approached in connection with his possible appointment as an arbitrator, he shall disclose any circumstances likely to give rise to justifiable doubts as to his neutrality or independence. An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances. Any doubts as to the duty to disclose a fact, circumstance or a relationship shall be interpreted in favour of disclosure.

12.2 The appointment of an arbitrator shall be completed only upon the acceptance of his mission. The arbitrator thus appointed shall submit, within one week after being notified with his nomination, a written declaration confirming his neutrality and independence.

12.3 The arbitrator shall avoid ex parte communications with any party regarding the arbitration. If any such communication is made, the arbitrator shall inform the other parties and arbitrators of its substance and reasons for.

12.4 The arbitrator shall avoid any act or behavior likely to hinder the deliberations or to delay the resolution of the dispute.

Article 13

Removal of the Arbitrator

In the event that an arbitrator fails to act or in the event of de jure or de facto impossibility of his performing his functions, or in the event that he deliberately delays the commencement or the continuation of the arbitral proceedings, the said arbitrator may be removed, at the request of a party, by a final decision of the Committee and after giving him and the other party whenever possible the opportunity to express their views in this respect.

Article 14

Challenge of the Arbitrator

14.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence since the start of arbitration and during the proceedings.

14.2 A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.

14.3 A party that intends to challenge an arbitrator shall file with the Center 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 and shall be accompanied by a financial guarantee fixed by the Committee to restitute back in case of successful challenge.

14.4 The Center shall communicate the notice of challenge to all other parties, to the arbitrator who is challenged and to the other arbitrators.

14.5 When an arbitrator has been challenged by a party, all parties may agree to remove him. The arbitrator may also, after the challenge, withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge.

14.6 If, within 15 days from the date of communicating the notice of challenge, all parties do not agree to remove the challenged arbitrator or the latter does not withdraw, the party making the challenge may elect to pursue it. In that case, the challenge shall be finally decided by the Committee within 30 days.

Article 15

Replacement of an Arbitrator

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 12 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. The Committee shall have discretionary power in deciding the fees of the replaced arbitrator in the light of the report prepared by the arbitral tribunal.

Article 16

Repetition of Hearings in the Event of the Replacement of an Arbitrator

If an arbitrator is replaced, at least one oral hearing session shall be held in the presence of the substitute arbitrator.

Article 17

Exclusion of Liability

Save for intentional wrongdoing, neither the Center, its employees, the members of the Board of Trustees, the members of the Committee, the arbitrators, 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.

Chapter Three: Arbitral Proceedings

Article 18

Conduct of the Proceedings

18.1 As soon as practicable after its constitution, the arbitral tribunal shall establish the provisional timetable of the arbitration. The arbitral tribunal may, at any time, after inviting the parties to express their views, extend or shorten any period of time prescribed under these Rules or agreed by the parties.

18.2 Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given an equal and full opportunity of presenting its case.

18.3 The arbitral tribunal shall hold one or several hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. However, the arbitral tribunal may decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.

18.4 Any notice, pleadings or other communication 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 Center.

18.5 Except as otherwise permitted by the arbitral tribunal, all communications addressed to the arbitral tribunal by a party shall be filed with the Center for notification to the arbitral tribunal and the other party. All communications addressed from the arbitral tribunal to a party shall be filed with the Center for notification to the other party.

18.6 The arbitral tribunal may, at the request of any party, allow one or more third person(s) to be joined in the arbitration as a party provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.

18.7 The arbitral tribunal, in exercising its discretion, shall efficiently conduct the proceedings so as to avoid unnecessary delay and expenses that are likely to increase the costs of arbitration in an unjustified manner.

18.8 The arbitral tribunal shall exert its best efforts to render its final award within six months from the date on which the file of arbitration has been transmitted to it, unless a longer period is agreed to by the parties.

Article 19

Place of Arbitration

19.1 If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be the Qatar Center for Conciliation and Arbitration having regard to the circumstances of the case. The award shall be deemed to have been made at the place of arbitration.

19.2 The arbitral tribunal may meet at any location it considers appropriate for deliberations. Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.

Article 20

Language of Arbitration

20.1 In the absence of an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings.

20.2 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.

Article 21

Statement of Claim

21.1 The claimant shall communicate its statement of claim in writing to the Center within the period of time fixed by the arbitral tribunal. The claimant may elect to treat its notice of arbitration referred to in article 4 as a statement of claim, provided that the notice of arbitration also complies with the requirements of paragraphs 3 to 5 of this article.

21.2 The statement of claim shall include the following particulars:

a. The names and contact details of the parties;

b. A copy of the contract or any other legal instrument out of or in relation to which the dispute has arisen

c. A copy of the arbitration agreement

d. A statement of the facts supporting the claim;

e. The points at issue;

f. The relief or remedy sought;

g. The legal grounds or arguments supporting the claim.

21.3 The statement of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.

Article 22

Statement of Defence

22.1 The respondent shall communicate its statement of defence in writing within a period of time to be determined by the arbitral tribunal. The respondent may elect to treat its response to the notice of arbitration referred to in article 5 as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of paragraph 2 of this article.

22.2 The statement of defence shall reply to the particulars (b) to (e) of the statement of claim as per article 21, paragraph 2.

22.3 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.

22.4 In its statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was 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.

22.5 The provisions of article 21, paragraph 2, shall apply to a counterclaim, a claim under article 5, paragraph 2 (e), and a claim relied on for the purpose of a set-off.

Article 23

Amendments to the Claim or the Defence

During the course of the arbitral proceedings, a party may amend or supplement its claim or defence, including a 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 the other party or any other circumstances.

However, a claim or defence, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal.

Article 24

Pleas as to the Jurisdiction of the Arbitral Tribunal

24.1 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 that 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.

24.2 A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

24.3 The arbitral tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

Article 25

Further Written Statements

The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

Article 26

Periods of Time

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 30 days. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

Article 27

Interim and Conservatory Measures

27.1 A party may request from the arbitral tribunal to order interim or conservatory measures. Also, such party may - either before or after the composition of the arbitral tribunal - request from the competent court to grant same measures. Such request for interim or conservatory measures to the court shall not be considered a waiver of the arbitration agreement and shall not affect the relevant powers of the arbitral tribunal. The party who applies for such request shall inform immediately the Center and the arbitral tribunal.

27.2 An interim or conservatory 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 current or imminent harm or prejudice to the arbitral process itself;

c. Provide a means of preserving assets out of which a subsequent award may be satisfied; or

d. Preserve evidence that may be relevant and material to the resolution of the dispute.

27.3 The party requesting an interim measure under paragraphs 2 (a) to (c) shall satisfy the arbitral tribunal that:

a. Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and

b. There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

27.4 With regard to a request for an interim measure under paragraph 2 (d), the requirements in paragraphs 3 (a) and (b) shall apply only to the extent the arbitral tribunal considers appropriate.

27.5 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.

27.6 The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.

27.7 The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.

27.8 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 then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.

Article 28

Witnesses and Evidence

28.1 Each party shall have the burden of proving the facts relied on to support its claim or defence.

28.2 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. Exceptionally, the arbitral tribunal may accept that statements by witnesses, including expert witnesses, be presented in writing and signed by them.

28.3 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.

28.4 The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the submitted evidence.

Article 29

Arbitration Sessions

29.1 In the event of an oral hearing, the arbitral tribunal shall give the parties at least one week advance notice of the date, time and place thereof.

29.2 Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal.

29.3 Hearings shall be held in camera unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of such other witnesses, except that a witness, including an expert witness, who is a party to the arbitration shall not, in principle, be asked to retire.

29.4 The arbitral tribunal may direct that witnesses, including expert witnesses, be examined through modern means of both audio and video telecommunication that do not require their physical presence at the hearing.

Article 30

Experts Appointed by the Arbitral Tribunal

30.1 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 arbitral tribunal. The arbitral tribunal shall fix the fees of the expert(s). A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.

30.2 The expert shall, in principle before accepting appointment, submit to the arbitral tribunal and to the parties a description of his qualifications and a statement of his 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, neutrality 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, neutrality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.

30.3 The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.

30.4 Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his report.

30.5 At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of article 28 shall be applicable to such proceedings.

Article 31

Default

31.1 If, within the period of time fixed by these Rules or by the arbitral tribunal, without showing sufficient cause:

a. The claimant has failed to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;

b. The respondent has failed to communicate its response to the notice of arbitration or its statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; the provisions of this subparagraph also apply to a claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.

31.2 If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.

31.3 If a party, duly invited by the arbitral tribunal to produce 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.

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

Article 32

Closure of Hearings

32.1 The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.

32.2 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 hearings at any time before the award is made.

Article 33

Waiver of Right to Object

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

Chapter Four: The Arbitral Award

Article 34

Decisions

34.1 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.

34.2 In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide alone.

34.3 All awards rendered by the arbitral tribunal under these Rules shall be final and binding to the parties. It may not be challenged except by an action for nullity.

Article 35

Form and Effect of the Award

35.1 The arbitral tribunal may make separate awards on different issues at different times.

35.2 All awards shall be made in writing and motivated. They shall be final and binding to the parties. The parties shall carry out all awards without delay.

35.3 Before its issuance, the Director of the Center shall verify the formal elements of the arbitral award before affixing the seal on it and without any liability on the Center.

35.4 An award shall be signed by the arbitrators and it shall contain the date and place on which the award was made and includes a summary of the parties' submissions and documents. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.

35.5 Originals of the award signed by the arbitrators shall be communicated to each of the parties.

Article 36

Applicable Law to the Merits of the Dispute

36.1 Without prejudice to article 2.2, the arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law which it determines to be appropriate.

36.2 In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract, and shall take into account any usage of trade applicable to the transaction.

Article 37

Settlement or Other Grounds for Termination

37.1 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 subject to paragraphs 2 and 3 of article 35.

37.2 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 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.

37.3 Originals of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties.

Article 38

Interpretation of the Award

38.1 Within 30 days after the receipt of the award, a party, with notice to the other parties, may request that the arbitral tribunal give an interpretation of the award.

38.2 If the arbitral tribunal considers that the request is justified, interpretation shall be given in writing within 30 days of receipt of the request. The interpretation shall form part of the award and the provisions of article 35, paragraphs 2 to 5, shall apply.

Article 39

Correction of the Award

39.1 Within 30 days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the arbitral tribunal considers that the request is justified, it shall make the correction within 30 days of receipt of the request.

39.2 The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative.

39.3 Such corrections shall be in writing and shall form part of the award. The provisions of article 35, paragraphs 2 to 5, shall apply.

Article 40

Additional Award

40.1 Within 30 days after the receipt of the termination order or the award, a party, with notice to the other party and to the Center, 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.

40.2 If the arbitral tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 45 days after the receipt of the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.

40.3 In case of rendering an additional award, the provisions of article 35, paragraphs 2 to 5, shall apply.

Article 41

Confidentiality

41.1 Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential all awards and decisions as well as all materials submitted by the parties in the arbitral proceedings not otherwise in the public domain, save and to the extent that a disclosure may be required of a party according to a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority. This undertaking also applies to the arbitrators, the tribunal-appointed experts, the secretary of the arbitral tribunal and the Center.

41.2 The deliberations of the arbitral tribunal are likewise confidential, save and to the extent that a disclosure may be required by a court decision.

41.3 The Center undertakes not to publish any decision or arbitral award or any part thereof that reveals the identity of any of the parties without the prior written consent of all parties.

Article 42

Retrieval and Destruction of Documents

42.1 The party that submits original documents shall request in writing the retrieval of such documents within one year from the date of communicating a copy of the award to it. The Center shall not be liable for any of such documents upon the lapse of the said period.

42.2 All copies of documents submitted by the parties or the arbitrators to the Center and vice versa may be destroyed upon the lapse of one year from the date of communicating a copy of the award to the parties.

Chapter 5: Costs of the Arbitration

Article 43

Definition of Costs

43.1 The arbitral tribunal shall fix the costs of arbitration in the final award and, if it deems appropriate, in another decision.

43.2 The term "Costs" includes only:

a. A registration fee to be determined in accordance with Table (1) of the Rules;

b. The administrative fees to be determined in accordance with Table (1) of the Rules;

c. The fees of the arbitral tribunal to be determined in accordance with Table (2) of the Rules;

d. The reasonable travel and other expenses incurred by the arbitrators;

e. The reasonable costs of expert advice and of any other assistance (secretariat services, translation, etc...) required by the arbitral tribunal;

f. The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;

g. The legal and other costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable; and

h. Any fees and expenses of the appointing authority in case the Center is not designated as the appointing authority.

43.3 In relation to interpretation, correction or completion of any award under articles 38 to 40, the arbitral tribunal may charge its costs referred to in the above paragraph, but no additional fees.

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

43.5 In case an order is issued by the arbitral tribunal, before the final award is made, to terminate the proceedings pursuant to article 36 of the Rules, the Committee 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.

43.6 The Costs shall be paid by the parties in cash or by a certified check in the name of the Center and delivered to its address indicating the case number. The payment of the Costs shall not engage any charges on the Center.

43.7 The file of arbitration shall not be transmitted to the arbitral tribunal unless all the fees and expenses are paid.

Article 44

Registration Fee

44.1 Upon filing the notice of arbitration, the claimant shall pay a registration fee of QR 5000. The same amount shall be paid by the respondent upon filing a counterclaim.

44.2 If the registration fee is not paid upon filing the notice of arbitration or the counterclaim, the Center shall not register the case or the counterclaim.

44.3 The registration fee is non-refundable.

Article 45

Administrative Expenses

45.1 The administrative expenses shall be determined by the Center based on the sum in dispute in accordance with Table (1) annexed to these Rules.

45.2 The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs.

45.3 Where the sum in dispute cannot be ascertained, the Committee shall determine the administrative fees taking all relevant circumstances into account.

Article 46

Fees of the Arbitral Tribunal

46.1 The fees of the arbitrator(s) shall be determined based on the sum in dispute in accordance with Table (2) annexed to these Rules.

46.2 The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs.

46.3 Where the sum in dispute cannot be ascertained, the Committee shall determine the fees of the arbitral tribunal taking all relevant circumstances into account.

46.4 The total arbitrators' fees shall be distributed as follows: 40% for the Chairman of the arbitral tribunal and 30% for each co-arbitrator, unless otherwise agreed upon by the members of the arbitral tribunal.

46.5 The arbitrator is entitled only to the fees determined in accordance with Table (2) annexed to these Rules, which are deemed to be approved by the arbitrator upon accepting his mission.

46.6 The determination of the fees of the arbitrator(s) in accordance with the scales set out in Table (2) annexed to these Rules shall be final and subject to no revision.

46.7 The fees shall be paid to the arbitrator(s) upon rendering the final award and its signature.

46.8 In case of any exceptional circumstances beyond the will of the arbitrator or in case of an arbitrator's death after accepting his mission and before rendering the award, the remaining arbitrators or the Committee according to the case, shall determine the fees, having regard to the work he has performed and all other relevant circumstances.

46.9 The arbitrator who is removed according to article 13 or successfully challenged according to article 14 shall not be entitled to any fees, unless the Committee decides otherwise.

46.10 The arbitrator may not directly or indirectly enter into agreements with the parties or their representatives with respect to his 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.

46.11 In exceptional circumstances, the Center may, upon the approval of the Committee, determines the fees of the arbitral tribunal at a figure higher than that which would result from the application of Table (2) annexed to these Rules, provided that such determination does not exceed 25%.

46.12 In addition to the administrative expenses and arbitrators' fees, the Center shall fix an amount to cover any reasonable travel and other expenses referred to in article 43, paragraphs 2 (d), (e), (f) and (h).

Article 47

Allocation of Costs

47.1 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.

47.2 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.

Article 48

Deposit of Costs

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

48.2 If the required deposits are not paid in full within 15 days after the submission of the request, the Center 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 Center may suspend or terminate the arbitral proceedings if the arbitral tribunal has not yet been completely composed, or if it has not commenced the proceedings, otherwise the Center may request the arbitral tribunal to make such suspension or termination of the arbitral proceedings.

Table (1): Registration Fees and Administrative Expenses (in Qatari Riyals)

Amount in Dispute	Registration Fees	Administrative Expenses
Up to QR 500.000	5.000	(1)% of the Amount in dispute (Minimum 5.000)
From 500.001 to 1.000.000	5.000	(1)% of the Amount in dispute
From 1.000.001 to 2.500.000	5.000	(1)% of the Amount in dispute
From 2.500.001 to 5.000.000	5.000	(1)% of the Amount in dispute
From 5.000.001 to 10.000.000	5.000	(1)% of the Amount in dispute
From 10.000.001 to 20.000.000	5.000	(0.75)% of the Amount in dispute
From 20.000.001 to 30.000.000	5.000	(0.75)% of the Amount in dispute
From 30.000.001 to 40.000.000	5.000	(0.75)% of the Amount in dispute
From 40.000.001 to 50.000.000	5.000	(0.75)% of the Amount in dispute
From 50.000.001 and more	5.000	Maximum 375.000

Table (2): Arbitrators Fees (in Qatari Riyals)

Amount in Dispute	For a Sole Arbitrator	For a Panel of Three Arbitrators
Up to QR 500.000	15.000	(6)% of the Amount in dispute (maximum amount 30.000)
From 500.001 to 1.000.000	15.000 plus (3)% of the Amount exceeding 500.000	30.000 plus (5)% of the Amount exceeding 500.000
From 1.000.001 to 2.500.000	30.000 plus (2.5)% of the Amount exceeding 1.000.000	55.000 plus (5)% of the Amount exceeding 1.000.000
From 2.500.001 to 5.000.000	67.500 plus (2)% of the Amount exceeding 2.500.000	115.000 plus (2)% of the Amount exceeding 2.500.000
From 5.000.001 to 10.000.000	117.500 plus (1.25)% of the Amount exceeding 5.000.000	165.000 plus (1.5)% of the Amount exceeding 5.000.000
From 10.000.001 to 20.000.000	180.000 plus (0.4)% of the Amount exceeding 10.000.000	240.000 plus (0.8)% of the Amount exceeding 10.000.000
From 20.000.001 to 30.000.000	220.000 plus (0.2)% of the Amount exceeding 20.000.000	320.000 plus (0.4)% of the Amount exceeding 20.000.000
From 30.000.001 to 40.000.000	240.000 plus (0.15)% of the Amount exceeding 30.000.000	360.000 plus (0.2)% of the Amount exceeding 30.000.000
From 40.000.001 to 50.000.000	255.000 plus (0.125)% of the Amount exceeding 40.000.000	380.000 plus (0.1)% of the Amount exceeding 40.000.000
From 50.000.001 and more	267.500	585.000

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