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Navigating Arbitration: A Compilation of Laws and Rules

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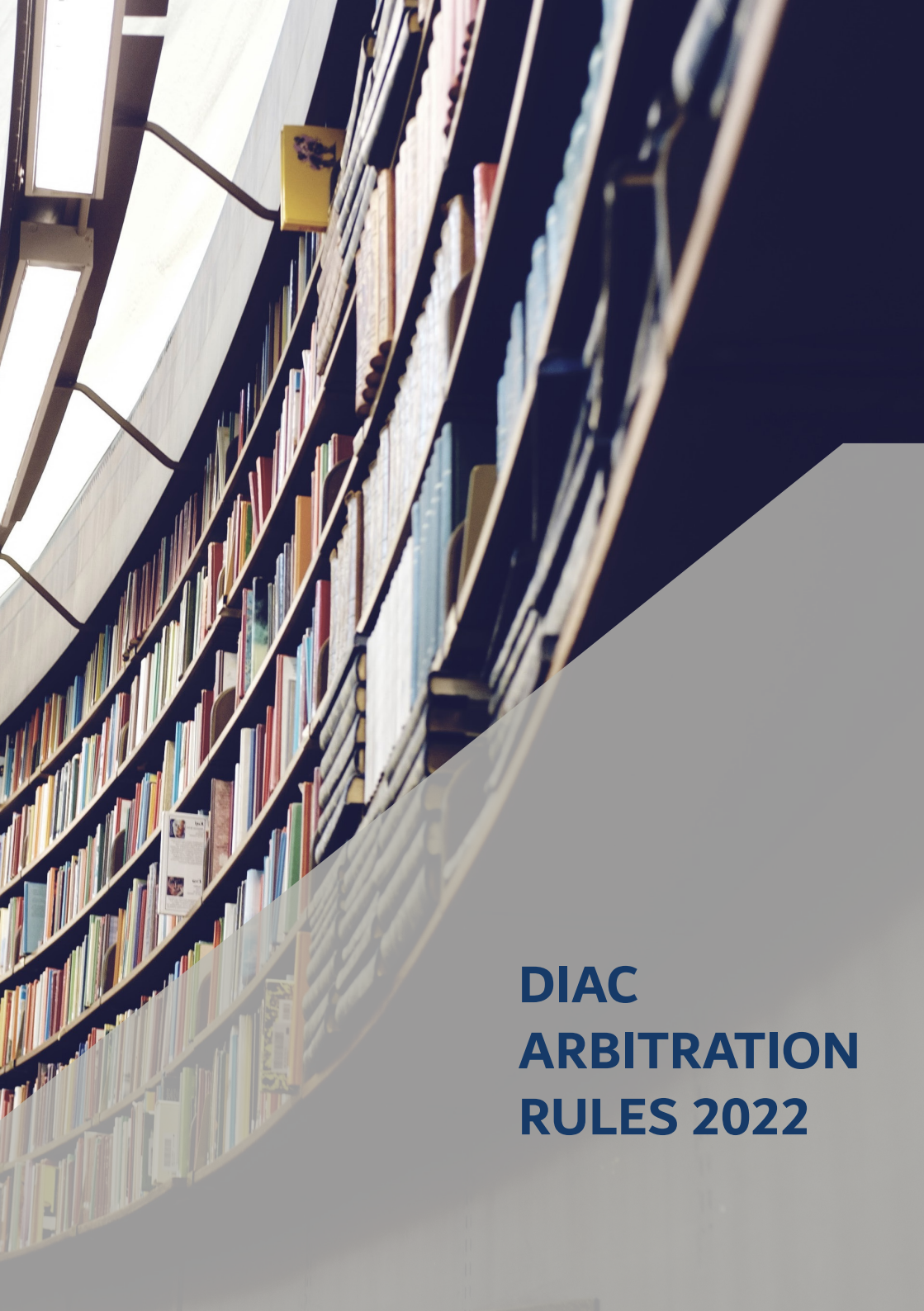


DIAC ARBITRATION RULES 2022

The new **DIAC ARBITRATION RULES 2022** (the "Rules") came into effect as of 21 of March, 2022.

The Rules were approved at the meeting of DIAC's Board of Directors on 25 February 2022. All new requests for arbitration submitted to DIAC after this date shall be governed by the Rules (subject to specific introductory provisions referred to in the Rules).

Since the 2007 Rules were published there have been many changes to the practice of arbitration, brought about in order to enhance its efficiency and cost-effectiveness. The Rules have adopted many of these practices and include provisions that deliver flexibility and choice to the parties, cementing DIAC's position as the pre-eminent arbitral institution for disputes in the Middle East region.

Pursuant to Federal Law No. (6) of 2018, the UAE enacted an updated Arbitration Law, largely based on the UNCITRAL Model Law on International Commercial Arbitration as adopted by the United Nations Commission on International Trade Law of 1985 and amended in 2006.

The Rules complement the UAE Arbitration Law but are also flexible enough to be used with any seat of arbitration agreed by the parties or determined by an arbitral tribunal.

The Rules are available in both English and Arabic languages. Originally drafted in English and approved by the Board of Directors of DIAC, they have been carefully translated into Arabic.

I. INTRODUCTORY PROVISIONS

Article (1) DEFINITIONS

1. The following words and phrases shall have the meaning assigned to them unless the context indicates otherwise:

"Answer" means the written answer to the Request

"Appendix I" means the Appendix I - Costs of the Arbitration

"Appendix II" means Appendix II - Exceptional Procedures

"Arbitration Court" means the Arbitration Court of DIAC

"Centre" or "DIAC" means the Dubai International Arbitration Centre

"Claimant" means the party initiating an arbitration

"Claim" means any claim submitted by the Claimant

"Complete Request" means a Request, submitted in compliance with Articles 4.1, 4.3 and 4.4, as determined by the Centre

"Counterclaim" means any claim or defence by way of set-off submitted by the Respondent

"DIFC" means the Dubai International Financial Centre

"Emergency Arbitrator" means an arbitrator appointed in accordance with Article 2.5 of Appendix II

"Final Award" means the award by which the dispute is finally decided by the Tribunal

"Party" or "parties" means the Claimant(s) and/or the Respondent(s)

"Request" means the written request for arbitration

"Respondent" means the party against whom an arbitration is initiated

"Rules" means the DIAC Arbitration Rules in force on the date of the submission of the Request

"Seat" means the legal place of the arbitration (which may or may not be the same as the location/venue of the arbitration)

"Table" means the DIAC Table of Fees and Costs

"Third-party Funding Arrangement" means an arrangement between an independent third party (whether an individual or body corporate) and one of the parties to the arbitration which confers on that third party an economic benefit which is linked to the outcome of the arbitration and may involve the receipt of a share of the proceeds of any award.

"Tribunal" means the arbitral tribunal composed of one or more arbitrators appointed in accordance with the Rules.

2. Words used in singular include the plural and vice versa, as the context may require.
3. The provisions of the Appendices to the Rules shall form part of and be treated as an integral part of the Rules.

Article (2) SCOPE

1. Where the parties have agreed to submit their existing or future dispute to DIAC or the Dubai Chamber of Commerce and Industry, they shall be deemed to have submitted to the application of the Rules.
2. The Rules shall govern the arbitration and shall be considered as supplementary to any agreement referred to in Article 2.1 above, save where the Rules conflict with a mandatory provision of the procedural law applicable to the seat of the arbitration.
3. The Rules shall apply to arbitrations which commence after the date on which the Rules came into force regardless of the date on which the underlying agreement to arbitrate was entered into, unless the parties agree otherwise.
4. Where a submission to arbitration is made in accordance with Article 2.1, the parties agree that where any provision of their agreement to arbitrate is inconsistent with the Rules, the provisions of the Rules shall take precedence. Notwithstanding the foregoing, Article 32 shall only apply to agreements to arbitrate made after the date on which the Rules came into force, unless the parties agree otherwise pursuant to Article 32.1 (b).

Article (3) WRITTEN NOTIFICATIONS, COMMUNICATIONS AND CALCULATION OF TIME LIMITS

1. All notifications and communications from the parties or the arbitrators to the Centre shall be made in writing by email or in accordance with the terms of use of any electronic case management system implemented by the Centre, unless required otherwise by the Centre. The Centre may also request any party to provide any relevant documentation in hard copy format as it deems necessary.
2. Following the notification by the Centre of the constitution of the Tribunal and transmission of the file to it, all communications between the Tribunal and the parties shall be in writing and take place directly between them, copied to the Centre.
3. All notifications and communications from the Centre or the Tribunal shall be made to the address of a party or its nominated representative, as provided by such party or by the other party to the Centre.
4. Such notifications and communications shall be made by registered post, courier or transmitted by email or any other means of telecommunication agreed by the

parties that provides a record of its sending.

5. Notifications and communications shall be deemed to have been made on the day they were received by a party or its nominated representative, or would have been received provided service was attempted in accordance with Article 3.4 above.
6. Failure of a party to appear and/or participate in the arbitration, having been notified in accordance with Articles 3.3, 3.4 and 3.5, shall not prevent the arbitration from proceeding.
7. For the purpose of calculating a period of time under the Rules and unless the parties otherwise agree in writing, such period shall begin to run on the day following the day when a notification or communication is received or deemed to have been received in accordance with Article 3.5. If the last day of such period is an official holiday or a non-business day in Dubai, United Arab Emirates, the period is extended until the first business day which follows. Except as otherwise expressly provided, days are considered to be calendar days such that official holidays or non-business days occurring during the running of the period of time are included in calculating the period. Any reference to months is similarly considered as being to calendar months.

II. COMMENCING THE ARBITRATION

Article (4) REQUEST FOR ARBITRATION

1. Any party wishing to commence an arbitration under the Rules shall submit to the Centre a Request which shall include:
    a. a request that the dispute be referred to arbitration under the Rules;
    b. the full name, nationality, address and other contact details including telephone and email address of each party to the arbitration and of the Claimant's representative (if any);
    c. a copy of any relevant agreement between the parties, which contains the agreement to arbitrate, in respect of which the claim arises;
    d. where claims arise under more than one agreement to arbitrate, an indication as to which agreement to arbitrate each claim relates;
    e. a brief description of the nature and circumstances of the dispute giving rise to the claim;
    f. a preliminary statement of the relief sought and an estimate of the sum claimed or in dispute;
    g. all relevant particulars concerning the number of arbitrators and their choice in accordance with the relevant provisions of Articles 10, 11 and

12 and if the agreement to arbitrate calls for the parties to nominate arbitrators, the name and contact details of the Claimant's nominee;

h. all relevant particulars concerning the seat and the language of the arbitration in accordance with Articles 20.1 and 21.1; and

i. any comments on the applicable rules of law.

2. The Request may also include the statement of claim referred to in Article 24.1.
3. The Request, including all accompanying documents, shall be submitted to the Centre by email or in accordance with the terms of use of any electronic case management system implemented by the Centre.
4. Together with the Request, the Claimant shall make payment of the registration fee required by Article 1.1 of Appendix I in force on the date the Request is submitted. If the Claimant fails to pay the registration fee, the Request shall not be registered by the Centre.
5. The Centre shall notify the Request to the Respondent at the address provided by the Claimant in the Request, in compliance with Articles 3.3 and 3.4. If notification by courier to the Respondent is unsuccessful, the Centre shall, after reasonable inquiries, re-notify the Request through any other means deemed appropriate pursuant to Article 3.3. Notwithstanding the provisions of Articles 3.3 and 3.5, the Centre shall not notify the Request or any other correspondence to any representative of the Respondent, as may be identified by the Claimant, unless so advised by the Respondent
6. The date of receipt by the Centre of the Complete Request, shall be deemed to be the date on which the arbitration commenced.

Article (5) ANSWER TO THE REQUEST

1. Within 30 days after the Request has been notified to the Respondent in accordance with Article 4.5, the Respondent shall submit to the Centre an Answer which shall include the following:

   a. its full name, nationality, address and other contact details, including telephone and email address of itself and of its representative (if any);

   b. its preliminary comments as to the nature and circumstances of the dispute giving rise to the claim;

   c. its preliminary response to the claim and the relief sought by the Claimant as well as to the sum claimed or in dispute in light of the Claimant's estimate;

   d. any preliminary objections concerning the validity, existence, scope or applicability of the agreement to arbitrate;

e. any comments concerning the number of arbitrators and their choice in light of the Claimant's proposals and in accordance with the relevant provisions of Articles 10, 11 and 12, and if the agreement to arbitrate calls for the parties to nominate arbitrators, the name and contact details of the Respondent's nominee;

f. any comments concerning the seat and the language of the arbitration in light of the Claimant's proposals and in accordance with Articles 20.1 and 21.1; and

g. any comments on the applicable rules of law.

2. If the Claimant has submitted a statement of claim with the Request pursuant to Article 4.2, the Answer may also be accompanied by the statement of defence referred to in Article 24.2.

3. The Answer, including all accompanying documents, shall be submitted to the Centre by email or in accordance with the terms of use of any electronic case management system implemented by the Centre.

4. With its Answer, or at a later stage in the arbitration if the Tribunal decides that the delay was justified in view of the relevant circumstances, the Respondent may make a counterclaim and shall provide:

   a. a brief description of the nature and circumstances of the dispute giving rise to the counterclaim;
   and

   b. a preliminary statement of the relief sought and an estimate of the sum counterclaimed.

5. If the Respondent submits a counterclaim with its Answer or, subject to Article 24.3, at a later stage in the arbitration, the Respondent shall make payment of the registration fee required by Article 1.1 of Appendix I in force on the date the counterclaim is submitted. If the Respondent fails to pay the registration fee within 7 days from the date the counterclaim is submitted, the counterclaim shall not be registered by the Centre.

6. Failure by the Respondent to submit an Answer shall not prevent the arbitration from proceeding pursuant to the Rules.

7. The Centre may grant the Respondent an extension of time for filing the Answer of up to 10 days, provided the application for extension contains the Respondent's comments concerning the number of arbitrators and, if applicable, the nomination of an arbitrator in accordance with the relevant provisions of Articles 10 and 12.

8. The Centre shall communicate the Answer and any counterclaim to the Claimant. Subject to Article 6.2, any comments made by the Claimant on the Respondent's Answer and/or counterclaim shall be submitted directly to the Tribunal.

Article (6) SEPARABILITY OF THE AGREEMENT TO ARBITRATE AND JURISDICTION

1. The Tribunal shall have the power to rule on its own jurisdiction, including on any objections made with respect to the existence, validity, scope, applicability or interpretation of the agreement to arbitrate regardless of any allegation that the relevant underlying contract is non-existent, cancelled, rescinded, terminated and/or null and void.
2. If, no later than with its Answer, the Respondent raises preliminary objections concerning the existence, validity, scope or applicability of the agreement to arbitrate, or in response to any counterclaim the Claimant raises objections of a similar nature, then, if so requested, the Arbitration Court shall decide, without prejudice to the admissibility or merits of the parties' respective claims, that the arbitration shall proceed, if it is prima facie satisfied that an agreement to arbitrate may exist under the Rules.
3. Where the Arbitration Court has decided pursuant to Article 6.2 above that the arbitration shall proceed, the final decision as to the jurisdiction of the Tribunal shall be taken by the Tribunal itself. In any event, and even in the absence of a specific objection to jurisdiction at any stage of the arbitration, the Tribunal shall satisfy itself that the agreement to arbitrate, referred to in the Request, is valid and that the claims and any counterclaims fall within its scope, and shall rule on the Tribunal's jurisdiction in the manner prescribed in Article 6.6.
4. Any objection to the jurisdiction of the Tribunal shall be raised no later than in the statement of defence or, as the case may be, in any statement of defence to counterclaim.
5. A party shall not be precluded from raising objection to the jurisdiction of the Tribunal on the grounds of such party having nominated, or participated in the appointment of, an arbitrator in the arbitration.
6. In general, the Tribunal shall rule on any objection to its jurisdiction as a preliminary question. However, after consultation with the parties (including at the preliminary meeting), the Tribunal may proceed with the arbitration and rule on such jurisdictional objection in the Final Award.

Article (7) REPRESENTATION

1. Subject to Article 7.5, the parties may be represented or assisted by person(s) of their choice, irrespective of their nationality or professional qualifications. The names and contact details of such representative(s) shall be included in the Request and the Answer, as required by Articles 4.1 (b) and 5.1 (a).

2. In seeking compliance with the core objective of the Rules, each party shall ensure, insofar as is possible, that its representative(s) act(s) ethically and professionally and has/have sufficient time available to carry out their duties and enable the arbitration to proceed efficiently and expeditiously.
3. Prior to the constitution of the Tribunal, the Centre may also require from the parties' representatives' proof of authority to represent the respective parties in the arbitration. The validity of the authority submitted by the parties shall ultimately be determined by the Tribunal.
4. Upon its constitution, the Tribunal shall have the power to require from any party proof of authority granted to its representative(s) in such a form as the Tribunal may determine, so as to satisfy itself that the parties' representatives have the authority required by the seat of the arbitration to conduct the arbitration.
5. Following the constitution of the Tribunal, any party may change or add to its representatives, subject to:
    a. informing the other parties, the Tribunal and the Centre of its intention to do so; and
    b. the Tribunal approving, after consultation with the parties, the proposed replacement or addition of representative(s), having due regard to, amongst other things, the right of a party to be represented by its chosen representative(s), any representations of any other party to the arbitration, the potential for conflicts of interest if the proposed change or addition is made, the stage at which the arbitration has reached and any impact upon time and/or cost that any proposed change or addition to such representation may make.

III. MULTIPLE CONTRACTS, CONSOLIDATION AND JOINDER

Article (8) MULTIPLE CONTRACTS AND CONSOLIDATION

1. Subject to the provisions of Articles 6.1 and 6.2, a party wishing to commence an arbitration under the Rules may submit to the Centre a single Request in respect of multiple claims arising out of or in connection with more than one agreement to arbitrate, provided the requirements of Article 8.2 below are or may be satisfied.
2. Prior to the appointment of any arbitrator(s) in the arbitrations sought to be consolidated, the Arbitration Court may, upon an application by a party and after having invited all parties to comment, allow the consolidation into a single arbitration of two or more arbitrations, where all parties agree to such consolidation or it is satisfied on a prima facie basis that:

a. all claims in the arbitrations are made under the same agreement to arbitrate; or
b. the arbitrations involve the same parties, the agreements to arbitrate are compatible, and:
    i. the disputes arise out of the same legal relationship(s); or
    ii. the underlying contracts consist of a principal contract and its ancillary contract(s); or
    iii. the claims arise out of the same transaction or series of related transactions.

3. Where the Arbitration Court has decided pursuant to Article 6.2 that the arbitration shall not proceed in respect of any of the multiple claims, should the Claimant wish to proceed with one or more of the claims that have not been consolidated, it shall re-submit to the Centre a Complete Request for any such claim(s) within 15 days from the date of the notification of the Arbitration Court's decision. Any claim which is not re-submitted shall be considered withdrawn.
4. The decision of the Arbitration Court in respect of consolidation shall be without prejudice to the Tribunal's powers to rule on its own jurisdiction under Article 6.1 or on a party's right to apply for consolidation under Articles 8.5 and 8.6 below.
5. Where the Tribunal has been constituted in one of the arbitrations sought to be consolidated and provided no arbitrator(s) has/have been appointed in any other arbitration, upon an application by a party and after having invited all parties to comment, the Tribunal may, having considered any other relevant factors, including the composition of the proposed Tribunal and the impact of the proposed consolidation on the arbitration and its efficient and expeditious progress, consolidate two or more arbitrations into a single arbitration, where:
    a. all parties agree to such consolidation; or
    b. the requirements of Article 8.2 (a) or (b) have been met.
6. An application for consolidation may be made by any party where two or more Tribunals have been constituted and comprise the same members. The Tribunal shall consider an application for consolidation applying the provisions of Article 8.5 above.
7. Where consolidation is granted, the arbitrations shall, unless the parties agree otherwise, be consolidated into the arbitration that commenced first and the Centre shall adjust the advance on costs of the arbitration by reference to the total of the sum(s) claimed and/or counterclaimed in such consolidated arbitration in accordance with the Table in force on the date of the consolidation. Any arbitration that is not consolidated shall continue to be conducted separately.

8. Any consolidation granted under Articles 8.5 and 8.6, shall not affect the binding nature of any award, order or other decision issued prior to the consolidation.
9. Consolidation shall not apply where the parties have expressly agreed in the agreement to arbitrate to opt out of consolidation.

Article (9) JOINDER

1. Prior to the appointment of any arbitrator(s) in the arbitration in which the application for joinder is made, the Arbitration Court may, upon an application by a party, whether or not such party is a party to the arbitration, and after having invited all parties and any proposed additional party to comment, allow one or more additional parties to be joined in the arbitration as Claimant(s) or Respondent(s) provided that:
    a. all parties (inclusive of any party to be joined and whether or not such party is a party to the agreement to arbitrate referred to in the Request) have consented in writing to the joinder; or
    b. it is prima facie satisfied that any such party to be joined may be a party to the agreement to arbitrate referred to in the Request.
2. Where the Arbitration Court has allowed the joinder of any additional party in accordance with Article 9.1 above:
    a. the relevant provisions of Articles 4 and 5 shall, with any changes that the Centre deems necessary, apply to any new claim(s) and/or counterclaim(s) made by or against any such party; and
    b. Article 12.5 shall apply to the constitution of the Tribunal.
3. The decision of the Arbitration Court to allow the joinder of any additional party shall be without prejudice to the Tribunal's powers to rule on its own jurisdiction under Article 6.1 or to a party's right to apply for joinder under Article 9.4 below.
4. Following the constitution of the Tribunal, upon an application by a party and after having invited all parties and any proposed additional party to comment, the Tribunal may, having considered any other relevant factors, including potential conflicts of interest and the impact of the proposed joinder on the arbitration and its efficient and expeditious progress, allow one or more additional parties to be joined in the arbitration as Claimant(s) or Respondent(s) provided that:
    a. all parties (inclusive of any party to be joined, whether or not such party is a party to the agreement to arbitrate referred to in the Request) have consented in writing to such joinder and any party to be joined has expressly agreed to the appointment and the powers of the Tribunal and the application of the Rules; or

b. the Tribunal is satisfied that any such party to be joined is a party to the agreement to arbitrate referred to in the Request. A party joined in accordance with this Article 9.4 (b) shall be deemed to have waived its right, if any, to nominate an arbitrator in accordance with the Rules or the agreement to arbitrate.

5. Nothing in this Article 9 shall prevent any party from challenging the jurisdiction of the Tribunal on grounds other than those referred to in Article 9.4 (b) above.
6. Where the Tribunal has allowed the joinder of any additional party, Articles 24.1 and 24.2 shall apply to any new claim(s) and/or counterclaim(s) made by or against any additional party.
7. The date on which the application for joinder is received by the Centre or, after its constitution, by the Tribunal, shall be the date on which the arbitration commenced against the additional party or parties.

IV. THE TRIBUNAL

Article (10) NUMBER OF ARBITRATORS

1. The Tribunal shall consist of such number of arbitrators as has been agreed by the parties. If there is more than one arbitrator, their number shall be uneven.
2. Where the parties have not agreed on the number of arbitrators the Tribunal shall consist of a sole arbitrator, except where the Arbitration Court taking into account the relevant circumstances and in its absolute discretion, determines that a Tribunal composed of three members is appropriate.

Article (11) NATIONALITY OF ARBITRATORS

1. Where the parties are of different nationalities, a sole arbitrator or a chairperson of the Tribunal shall not have the same nationality as any party, unless the parties who are not of the same nationality as the proposed arbitrator all agree otherwise in writing or decided by the Arbitration Court.
2. For the purpose of this Article, a person who is a citizen of two or more states shall be treated as a national of each state.

Article (12) NOMINATION AND APPOINTMENT OF THE TRIBUNAL

1. All arbitrators shall be appointed by the Arbitration Court. Where the agreement to arbitrate provides that the Claimant(s), the Respondent(s), the co-arbitrators or any third party are to appoint an arbitrator, such agreement shall be construed as an agreement for such party to nominate an arbitrator for appointment by the Arbitration Court under the Rules.

2. In appointing any arbitrator, the Arbitration Court shall take into account any mechanism or method of nomination agreed upon by the parties and give due consideration to the nature of the transaction, the nature of the dispute, the nationality, location and language of the parties and other relevant circumstances.
3. Where the Tribunal is composed of a sole arbitrator, the parties may agree jointly to nominate the arbitrator within any specified time limit in the agreement to arbitrate or any time as may be granted by the Centre or as agreed by the parties. In the absence of such joint nomination by the parties, the Arbitration Court shall appoint the sole arbitrator.
4. In case of a three-member Tribunal, each party shall nominate a co-arbitrator for appointment by the Arbitration Court in the manner prescribed in this Article 12. The following applies to the appointment of the chairperson:
    a. If the parties have agreed upon a mechanism for nomination of the chairperson, such mechanism shall be followed in accordance with Article 12.6.
    b. In the absence of any agreed mechanism, the co-arbitrators shall agree upon the third arbitrator who shall act as chairperson, subject to confirmation and appointment by the Arbitration Court. Unless the parties have agreed to an alternative mechanism for appointment pursuant to Articles 13.6, 13.7, 13.8 and 13.9 should the co-arbitrators fail to agree upon a third arbitrator within 10 days from the date of notification of the Arbitration Court's decision of appointment of the last co-arbitrator or any additional time as may be exceptionally granted by the Centre, the Arbitration Court shall appoint the chairperson.
5. Where there are multiple parties, whether as Claimants and/or Respondents, and where the dispute is to be referred to a three-member Tribunal, the multiple Claimants, jointly, and/or the multiple Respondents, jointly, shall each nominate an arbitrator for appointment by the Arbitration Court in accordance with this Article 12. In the absence of such a joint nomination by the multiple Claimants and/or multiple Respondents and/or where all the parties are unable to agree to a method for the constitution of the Tribunal, the Arbitration Court shall appoint the respective arbitrator(s). The chairperson of the Tribunal shall be appointed in accordance with Article 12.4 above.
6. If the parties have agreed upon a mechanism for nomination of the Tribunal, such mechanism shall be followed to the extent that it is capable of operating at the time and compatible with the Rules, giving due consideration to the nature of the transaction, the nature and circumstances of the dispute, and subject to confirmation and appointment by the Arbitration Court. In the event that the

nomination mechanism is not capable of operating or not compatible with the Rules, the parties agree that the respective arbitrator(s) shall be appointed by the Arbitration Court.

7. Where the parties have agreed that the Claimant(s) and/or the Respondent(s) shall nominate an arbitrator and such party fails to do so in the Request or, as the case may be, in the Answer, or within any specified time limit in the agreement to arbitrate or any additional time as may be granted by the Centre or as agreed by the parties, such failure shall constitute an irrevocable waiver of that party's right to nominate an arbitrator and the Arbitration Court shall appoint an arbitrator on behalf of the defaulting party or parties.
8. The Arbitration Court shall proceed with the appointment of the respective arbitrator(s) only if the advance on costs of the arbitration has been paid in full.

Article (13) ALTERNATIVE APPOINTMENT PROCESS

Appointment of a sole arbitrator:

1. If the parties:
    a. fail jointly to nominate a sole arbitrator;
    b. have not stipulated any mechanism of appointment; and
    c. notify the Centre of their agreement to the alternative appointment process in this Article 13, the sole arbitrator shall be appointed in accordance with the following provisions.
2. The Centre shall communicate simultaneously to each party an identical list of at least 3 names of suitable candidates. Each party may add to the list up to three candidate names of its own.
3. Each party shall have 7 days from the date of the above communication from the Centre in which to number the names in order of preference and return the list to the Centre without copying the other party.
4. If a party fails to return the list within the time specified, all candidates named on the list by the Centre shall be deemed to be equally acceptable by that party.
5. From among the candidates who have been approved (or, as the case may be, nominated by the parties) on both lists, and taking into the account the indicated order of mutual preference, the candidates shall be invited in such order until one accepts to serve as arbitrator. The candidates' appointment shall be subject to the Arbitration Court's approval. If the parties fail to agree on any of the persons named or if a selected candidate is unable to act or does not fulfil the requirements of impartiality, independence and availability, the Arbitration Court shall have the

power to decide whether to repeat the alternative appointment process or make a direct appointment.

Appointment of a chairperson:

6. If:
    a. the co-arbitrators fail jointly to nominate a chairperson within the time limit provided in Article 12.4 (b);
    b. the parties have not stipulated any mechanism of appointment; and
    c. the parties notify the Centre of their agreement to the alternative appointment process in this Article 13,

    the chairperson shall be appointed in accordance with the following provisions.
7. The Centre will provide each co-arbitrator with an identical list of at least 3 names of suitable candidates. Each co-arbitrator may add to the list up to three candidate names of her/his own and return the list to the Centre without copying the other co-arbitrator or the other party.
8. Each co-arbitrator shall have 7 days from the date of the above communication from the Centre in which to number the names in order of preference and return the list to the Centre without copying the other co-arbitrator.
9. For the avoidance of doubt and provided all parties agree, each co-arbitrator may liaise with her or his nominating party for the sole purpose of selecting a chairperson whether or not such nomination process includes names of candidates provided by the Centre.

Article (14) IMPARTIALITY, INDEPENDENCE AND AVAILABILITY

1. Any arbitrator conducting an arbitration under the Rules shall be and remain impartial and independent of the parties involved in the arbitration.
2. Prior to an appointment by the Arbitration Court, a prospective arbitrator shall:
    a. sign a declaration containing a statement of acceptance, impartiality and independence, availability of time and nationality and provide the Centre with an up-to-date curriculum vitae;
    and
    b. provide a confirmation of her/his willingness to serve on the basis of the fees as determined by the Centre in accordance with Articles 4 and 6 of Appendix I and the expenses as fixed by the Centre in the advance on costs of the arbitration.
3. By accepting an appointment as an arbitrator under the Rules, the arbitrator undertakes a continuing duty to disclose to the Centre, the other members of the

Tribunal and to the parties any circumstances which might be of such nature as to call into question or give rise to reasonable doubts as to the arbitrator's impartiality, independence and/or availability. If any arbitrator makes any such disclosure, the Centre shall communicate it to the parties and the other members of the Tribunal and fix a time limit for any comments to be made.

4. The Arbitration Court may decline to appoint any nominee proposed by a party if it considers the nominee to be lacking independence, impartiality, availability or to be otherwise unsuitable. In such a case, the nominating party shall provide a new nomination within such time limit as granted by the Centre. If that party fails to nominate an alternative arbitrator, the Arbitration Court shall appoint the arbitrator. If the Arbitration Court declines to appoint an alternative nominee, the Arbitration Court has discretion to decide whether or not a further nomination shall be permitted and, if not, shall appoint the arbitrator.

Article (15) CHALLENGE TO ARBITRATORS

1. Any party has the right to challenge an appointed arbitrator for an alleged lack of independence and/or impartiality or for any other reason that may result in the revocation of the arbitrator's continued appointment. Any such challenge shall be made by an application to the Centre specifying the facts and circumstances on which the challenge is based together with any evidence relied upon.
2. For a challenge to be admissible, it must be submitted either within 15 days from receipt of the notification of the appointment of the arbitrator or within 15 days from the date when the facts and circumstances on which the challenge is based became known or ought reasonably to have been known.
3. Unless the challenged arbitrator(s) withdraw(s) or all parties agree to the revocation of their appointment (in which case the revocation of such appointment shall not impliedly accept the validity of the grounds for the underlying challenge), the Arbitration Court shall decide on the challenge after inviting all parties and members of the Tribunal, including the challenged arbitrator(s), to provide comments within such time limit as granted by the Centre.

Article (16) REVOCATION OF APPOINTMENT AND REPLACEMENT OF ARBITRATORS

1. The Arbitration Court shall revoke the appointment of an arbitrator upon the written agreement of all parties or upon:
    a. the arbitrator's death;
    b. the arbitrator's illness or other personal circumstance resulting in an

inability to serve;

c. the arbitrator's notification of their resignation; or

d. a successful challenge to the arbitrator's continued appointment on the grounds of a failure to act independently and/or impartially.

2. The appointment of an arbitrator may also be revoked on the Arbitration Court's own initiative or upon an application by a party or any other member(s) of the Tribunal, if the Arbitration Court decides that such arbitrator:
    a. is prevented in law or in fact from fulfilling their functions;
    b. is acting or has acted in violation of the agreement to arbitrate and/or the Rules; or
    c. does not conduct the arbitration in accordance with the Rules, including the obligation to conduct the arbitration with diligence and avoiding unnecessary delay or expense.
3. When the appointment of an arbitrator is revoked, a replacement arbitrator shall be appointed in accordance with the relevant provisions of Article 12. In such cases, the time limit for issuing the Final Award shall be extended for a number of days equal to the period starting from the date upon which the appointment of such arbitrator has been revoked and ending on the date the replacement arbitrator has been appointed by the Arbitration Court.
4. In the event that any Tribunal is reconstituted, it shall, after having invited the parties to comment, determine as soon as reasonably practicable, but in any event no later than a period of 20 days after the transmission of the file to the replacement arbitrator(s), whether the prior proceedings or any part of them shall be repeated before the reconstituted Tribunal. Such determination shall not affect the binding nature of any award, order or other decision issued prior to the appointment of the replacement arbitrator(s), unless the Tribunal decides otherwise.

V. THE PROCEEDINGS

Article (17) GENERAL PROVISIONS

1. The core objective of the Rules is for all arbitrations to be conducted justly, fairly, impartially, efficiently and proportionately (having due regard to the sum(s) claimed and/or counterclaimed and the complexity of the dispute). The Tribunal, the parties and the parties' representatives undertake to conduct the arbitration in accordance with that objective.
2. In applying the core objective of the Rules, the Tribunal shall ensure that each party is given a reasonable opportunity to present its case. The Tribunal shall also

ensure that the arbitration is conducted expeditiously, diligently and in a cost-efficient manner. This may include making determinations of issues on a preliminary basis, determinations on documentary evidence alone, limiting disclosure or written submissions of the parties, limiting the extent of expert evidence and/or encouraging experts to agree on certain issues.

3. In complying with its obligations under the Rules, the Tribunal shall have the discretion to adopt procedures it considers necessary, having due regard to the relevant circumstances.
4. In all matters not expressly provided for in the Rules, the Centre, the Tribunal and the parties shall act in the spirit of the Rules and shall make reasonable efforts to ensure that any award issued is enforceable at law.
5. In applying the core objective of the Rules, the Arbitration Court may, upon a reasoned request from the Tribunal and after inviting the parties' comments, communicate any actions of the parties' representative(s) it considers an attempt to unfairly obstruct the arbitration or otherwise to constitute misconduct, to the relevant supervising authority/professional body and/or to the respective party who appointed such representative.

Article (18) TRANSMISSION OF THE FILE TO THE TRIBUNAL

The Centre shall transmit a copy of the file to the Tribunal as soon as reasonably practicable after its constitution.

Article (19) MODIFICATIONS OF TIME LIMITS

1. The parties may agree to modify the time limits set out in the agreement to arbitrate or the Rules. Any such agreement proposed after the constitution of the Tribunal shall become effective only upon consultation with, and approval of, the Tribunal.
2. The Tribunal may, upon an application by a party or on its own initiative and provided it has given the parties reasonable opportunity to state their views, modify any time limit for purely procedural matters in the arbitration including the Tribunal's own directions. No time limits within the Arbitration Court's exclusive discretion under the Rules can be modified by the Tribunal.
3. The Arbitration Court may modify any time limit, if it decides that it is necessary to do so for the Tribunal or the Centre to comply with its responsibilities under the Rules or to give effect to parties' agreement to arbitrate.

Article (20) SEAT OF THE ARBITRATION AND PLACE OF HEARINGS

1. The parties may agree in writing on the seat of the arbitration. Where the parties have not agreed a seat, but they have agreed a location/venue for the arbitration, unless the parties agree otherwise, such location/venue shall be deemed to be the seat of the arbitration. In the absence of an agreement on the seat and location/venue, the initial seat of the arbitration shall be DIFC. In such case, the Tribunal shall, upon its constitution, have the power finally to determine the seat of the arbitration, having due regard to any observations from the parties and any other relevant circumstances.
2. The Tribunal may, after consultation with the parties, decide to conduct hearings or meetings at any place, be it in person, by telephone or through any other appropriate means of virtual communication including video conferencing.
3. Any award shall be deemed to have been issued at the seat of the arbitration, regardless of where it has been signed by the Tribunal, and whether at one single sitting or separately by each member to whom the award was forwarded for signature, and whether physically or by electronic means.

Article (21) LANGUAGE OF THE ARBITRATION

1. Unless otherwise agreed by the parties, the initial language of the arbitration shall be the language of the agreement to arbitrate.
2. In the event that the agreement to arbitrate is written in more than one language, the Arbitration Court shall, unless the agreement to arbitrate provides that the arbitration shall be conducted in more than one language, decide which of those languages shall be the initial language of the arbitration.
3. Failing an agreement by the parties on the language of the arbitration, the Tribunal shall, upon its constitution, have the power finally to determine the language or languages of the arbitration, having due regard to any observations from the parties and any other relevant circumstances.
4. The Tribunal may order that any documents submitted in languages other than the language of the arbitration be accompanied by a translation (which the Tribunal may order to be certified) in whole or in part into the language of the arbitration.

Article (22) THIRD-PARTY FUNDING

1. Prior to the constitution of the Tribunal, a party who has entered into a Third-party Funding Arrangement must promptly disclose that fact to all other parties and the Centre, together with details of the identity of the funder, and whether or not the

funder has committed to an adverse costs' liability.

2. After the constitution of the Tribunal, the parties shall not enter into a Third-party Funding Arrangements if the consequence of that arrangement will or may give rise to a conflict of interest between the third-party funder and any member of the Tribunal. A party entering into such an arrangement shall make the same disclosure to all other parties, the Centre and the Tribunal, as required by Article 22.1 above.
3. The Tribunal may take into account the existence of any third-party adverse costs liability when apportioning the costs of the arbitration between the parties.

Article (23) PRELIMINARY MEETING

1. The Tribunal shall, as soon as reasonably practicable, but in any event no later than a period of 15 days after the transmission of the file to the Tribunal, contact the parties with a view to setting the date for a preliminary meeting.
2. The preliminary meeting can be held in person, by telephone or through any other appropriate means of virtual communication including video conferencing, as may be agreed by the parties or determined by the Tribunal after consultation with the parties.
3. The Tribunal shall, after consultation with the parties, fix a timetable for the submission of pleadings, documents and statements, as well as the form of any such submission.

Article (24) WRITTEN STATEMENTS, MODIFICATION AND WITHDRAWAL OF CLAIMS

1. Unless a detailed statement of claim was submitted together with the Request, the Claimant shall, within such time limit as determined by the Tribunal after consultation with the parties (including at the preliminary meeting), submit its detailed statement of claim. The statement of claim shall be submitted together with all or part of the evidence relied upon as determined by the Tribunal.
2. Unless a detailed statement of defence and, as the case may be, a detailed counterclaim was submitted together with the Answer, the Respondent shall, within such time limit as determined by the Tribunal after consultation with the parties (including at the preliminary meeting), submit its detailed statement of defence and, as the case may be, any detailed counterclaim. The statement of defence and any such counterclaim shall be submitted together with all or part of the evidence relied upon as determined by the Tribunal.

3. After the submission of the statement of claim, statement of defence and any counterclaim, no party shall make new claims or counterclaims, unless permitted to do so by the Tribunal or so agreed by the parties. In deciding whether to give such permission, the Tribunal shall consider the nature of such new claims, the stage of the arbitration, the delay in making them, the prejudice that might be caused to the other party and any other relevant circumstances. For the purposes of Article 2.1 of Appendix I, the Tribunal shall inform the Centre of and indicate any increase in the sum(s) claimed and/or counterclaimed.
4. The Tribunal shall allow or request further written statements by way of reply, defence to counterclaim and rejoinder, as it deems appropriate, and shall fix the periods of time for submission of any such written statements together with any evidence relied upon.
5. A party may, at any time prior to the issuance of the Final Award, withdraw any or all of its claims or counterclaims provided that no party involved objects to the withdrawal of such claim or counterclaim. If any party objects to such withdrawal, the Tribunal shall consider any submissions made by the parties and issue an order or award in relation to such withdrawal, including but not limited to costs.

Article (25) BURDEN OF PROOF AND EVIDENCE

1. Each party shall have the burden of proving the facts relied on to support its claim or defence.
2. The Tribunal shall, after consultation with the parties, determine the applicable rules of evidence. The Tribunal shall also determine the time, manner and form in which the evidence to be submitted should be exchanged between the parties and presented to the Tribunal. In any event, the Tribunal shall have the power to determine the admissibility, relevance, materiality and weight of any such evidence.
3. The Tribunal, at any time during the arbitration, whether at the request of a party or on its own initiative, may order a party to produce such documents, exhibits or other evidence within such a period of time as the Tribunal considers necessary or appropriate. It may also order a party to make available to the Tribunal or to an expert appointed by it or to any other party to the arbitration, any information, document or property in its possession or control for inspection, examination or testing.

Article (26) HEARINGS

1. If either party requests a hearing or hearings for the presentation of evidence by witnesses or for oral argument or for both or, failing such request, the Tribunal

decides that such hearing or hearings should take place, the Tribunal shall determine whether such hearing(s) shall be held in person, by telephone or through any other appropriate means of virtual communication including video conferencing.

2. Where a hearing is to take place, the Tribunal shall consult with the parties and give them reasonable advance notice of the date, time, place and estimated duration of the hearing. Unless the Tribunal directs otherwise, the parties shall be responsible for the organisation of the hearing, including the associated costs.
3. The Tribunal shall determine in what form a record shall be made of any hearing and shall also determine how the cost of such record and other related costs will be allocated between the parties, unless otherwise agreed by them.
4. If any of the parties, having been notified, fails to appear at a hearing without showing good cause, the Tribunal shall have the power to proceed with the hearing.
5. Unless the Tribunal directs or the parties agree otherwise, all meetings and hearings shall be held in private. Persons not involved in the arbitration shall not be admitted to the hearings without the approval of the Tribunal and the parties.
6. Where neither party requests a hearing and the Tribunal determines a hearing is not necessary, then the arbitration shall be conducted by reference to documents and other materials alone.

Article (27) WITNESSES

1. The Tribunal may, after consultation with the parties, allow witnesses of fact and/

   or expert witnesses to give evidence at any hearing and, if necessary, provide directions relating to the advance notification of the identity and/or expertise of any such witness(es) and the evidence they shall give. The Tribunal has discretion, on the grounds of avoiding duplication or lack of relevance, to limit the appearance of any witness, whether witness of fact or expert witness.
2. Any witness who gives evidence may be questioned at a hearing by each of the parties under the supervision and direction of the Tribunal. The Tribunal may put questions to the witness at any stage of the examination.
3. The testimony of a witnesses may, either at the discretion of a party or as directed by the Tribunal, be submitted in written form, whether by way of signed statements, sworn affidavits or otherwise, in which case the Tribunal may make the admissibility and/or weight of the testimony conditional upon the witnesses being made available to give oral testimony at a hearing.
4. A party shall be responsible for the practical arrangements, costs and availability of any witness it calls, and bear the consequences of non-appearance.
5. The Tribunal shall determine whether any witness shall be excluded from the

hearing, particularly during the testimony of other witnesses.

6. The Tribunal may require any witness who have been requested to provide oral testimony during the hearing, to swear an oath prior to giving oral evidence, subject to any mandatory provisions of the procedural law applicable to the seat of the arbitration. The Tribunal shall have the authority to accept oaths and the power to conduct examinations in person, by telephone or through any other appropriate means of virtual communication including video conferencing, provided it has first satisfied itself of the identity of the witness.

Article (28) EXPERTS APPOINTED BY THE TRIBUNAL

1. The Tribunal may, after consultation with the parties, and no later than the final evidentiary hearing, appoint one or more independent experts to report to it on specific issues identified by the Tribunal. A copy of the expert's terms of appointment established by the Tribunal shall, having due regard to any observations of the parties, be communicated to the parties. Any such expert shall be required to sign an appropriate confidentiality undertaking.
2. The Tribunal may require a party to provide any such expert all relevant information and any document or property in its possession or control for inspection, examination or testing by the expert. Any dispute between a party and the expert as to the relevance of the requested information, document or property shall be decided by the Tribunal.
3. Upon receipt of the expert's report, the Tribunal shall provide a copy of the report to the parties, who shall be given the opportunity to comment on the report. Wherever practicable, the Tribunal may permit a party to examine any evidence upon which the expert has relied in such a report.
4. At the request of a party, the parties shall be given an opportunity to question the expert at a hearing, where the parties may also present their own appointed expert witnesses to testify on the issues in dispute.
5. The opinion of other experts on the issues submitted to the Tribunal's expert shall be subject to the Tribunal's appreciation of those issues in the context of the relevant circumstances, unless the parties have agreed that the determination of the Tribunal's expert shall be conclusive in respect of any specific issue.
6. The Tribunal shall fix costs in an amount sufficient to cover the expected fees and expenses of any expert(s) appointed under this Article. Any expertise ordered by the Tribunal shall commence only if such costs have been paid in full to the Centre.

Article (29) FAILURE TO PARTICIPATE

1. Where the Tribunal is required by these Rules to consult with the parties and one party does not participate in such consultation without showing good cause and within the time period determined by the Tribunal, the Tribunal shall proceed to issue rulings so that the arbitration can continue without undue delay.
2. If the Claimant, without showing good cause, fails to submit its statement of claim in accordance with Article 24.1, or otherwise fails to participate in the arbitration at any time, the Tribunal may decide not to proceed with the claim. However, this shall not prevent the Tribunal from proceeding to determine the rig`hts of the Respondent derived from the claim and/or any counterclaim raised by the Respondent in the Answer.
3. If the Respondent, without showing good cause, fails to submit its statement of defence in accordance with Article 24.2 or otherwise fails to participate in the arbitration at any time, the Tribunal may nevertheless proceed with the arbitration and issue the Final Award.
4. The Tribunal may also proceed with the arbitration and issue the Final Award, if a party, without showing good cause, fails to present its case within the period of time determined by the Tribunal.
5. If a party fails to comply with any provision of, or requirement under, the Rules or any direction given by the Tribunal, the Tribunal may draw any inferences it considers appropriate.

Article (30) THE LAW APPLICABLE TO THE MERITS

1. The Tribunal shall decide the dispute in accordance `with the law(s) or rules of law chosen by the parties as applicable to the merits of their dispute. If and to the extent that the Tribunal determines that the parties have made no such choice, the Tribunal shall apply the law(s) or rules of law which it considers to be most appropriate.
2. Any designation of the law of a given state shall be construed, unless otherwise expressed, as directly referring to the substantive law of that state and not to its conflict of laws rules.
3. In all cases, the Tribunal shall decide the dispute, having due regard to the terms of any relevant contract and taking into account applicable trade usages.
4. The Tribunal shall assume the powers of an amiable compositeur or decide ex aequo et bono, only if the parties have expressly agreed in writing to grant it such powers.

Article (31) CLOSURE OF PROCEEDINGS

1. The Tribunal shall declare the proceedings closed when it is satisfied that the parties have had adequate opportunity to present their submissions and evidence.
2. The Tribunal may, if it considers it necessary owing to exceptional circumstances, decide on its own initiative or upon an application by a party to re-open the proceedings it declared closed at any time prior to the issuance of the Final Award.
3. Following the closure of proceedings, the Tribunal shall proceed to issue the Final Award in accordance with the Rules and any mandatory provisions of the procedural law applicable to the seat of the arbitration.

Article (32) EXPEDITED PROCEEDINGS

1. Expedited proceedings shall take place:
    a. unless the parties agree otherwise in writing, if the total of the sum(s) claimed and counterclaimed is below or equals AED 1,000,000 (exclusive of interest and legal representation costs) or any other threshold amount as may be determined by the Board of Directors of DIAC from time to time; or
    b. if, the parties agree in writing; or
    c. in cases of exceptional urgency as determined by the Arbitration Court upon an application by a party,

    and in all cases if considered appropriate by the Arbitration Court, based on the relevant circumstances.
2. Prior to the constitution of the Tribunal, and following the earlier of the submission of the Answer or the time period in which the Answer should be submitted, a party may submit an application for the arbitration to be conducted on an expedited basis. Any such application including all accompanying documents, shall be submitted to the Centre by email or in accordance with the terms of use of any electronic case management system implemented by the Centre. The Centre shall notify the application to all other parties in compliance with Articles 3.3 and 3.4. The other parties to the arbitration may comment on the application for an expedited proceeding within 7 days of receipt of the application. If no comments are made, the application shall be deemed to be unopposed.
3. Provided the advance on costs of the arbitration is paid in full, if the Arbitration Court is satisfied that any of the criteria for expedited proceedings has been met and in view of the relevant circumstances it is reasonable to allow such proceeding, the Centre shall seek to appoint a Tribunal consisting of a sole arbitrator within 5 days of the Arbitration Court's decision.

4. Having due regard to the ability of the parties to present their respective cases, and after consultation with them, the Tribunal shall decide on the procedure to be adopted in the arbitration conducted on an expedited basis. The Tribunal may limit the scope of any evidence to be submitted, giving due consideration to the expedited nature of the arbitration and the requirement to issue the Final Award within the time limit prescribed by Article 32.5 below.
5. The time limit within which the Tribunal must issue the Final Award is 3 months from the date of the transmission of the file to the Tribunal by the Centre, unless extended by the Arbitration Court on exceptional grounds.
6. The Tribunal may, upon an application by a party or on its own initiative, seek approval from the Arbitration Court to continue to conduct the arbitration on a non-expedited basis. The Arbitration Court shall consider the application, having due regard to the relevant circumstances including submissions of the parties and comments from the Tribunal. Where a determination is made to discontinue the expedited procedure, the same Tribunal shall continue to conduct the arbitration.

Article (33) SETTLEMENT AND OTHER GROUNDS FOR TERMINATION

1. If prior to the issuance of the Final Award the parties agree on a settlement of the dispute, the Tribunal shall terminate the arbitration and issue a termination order. If requested jointly by the parties, the Tribunal may record the settlement in the form of a consent award. Such award shall contain a statement that it is an award issued with the parties' consent.
2. If prior to the issuance of the Final Award the Tribunal finds, after consultation with the parties, that the continuation of the arbitration has for any reason other than contained elsewhere in these Rules become unnecessary or impossible it shall issue a termination order. In such case, the Tribunal may determine and apportion the costs of the arbitration, subject to Article 36.3.
3. The Tribunal shall issue any termination order or consent award in accordance with Article 34.6, which shall be communicated to the parties by the Centre.

VI. AWARDS

Article (34) GENERAL PROVISIONS

1. The Tribunal may issue preliminary, interim, partial, final, additional, supplemental or other awards as considered appropriate.
2. All awards shall be issued in writing and shall comply with any mandatory provisions of the procedural law applicable to the seat of the arbitration. All awards shall be

binding on the parties. By agreeing to arbitrate their dispute under the Rules, the parties undertake to comply in full with any award immediately and without any delay.

3. Where there is more than one arbitrator, any award, order or other decision of the Tribunal may be issued by a majority. In the absence of a majority, the chairperson of the Tribunal shall issue the award, order or other decision alone.
4. Subject to any mandatory provisions of the procedural law applicable to the seat of the arbitration, an award shall include the following:
    a. the full names and addresses of the parties;
    b. the full name(s) and address(es) of the Tribunal, together with their nationalities;
    c. the full text of the agreement to arbitrate (but not the relevant agreement(s) between the parties, which contain(s) the agreement to arbitrate) and any amendments to it;
    d. a reference to the seat, language and the rules of law applicable to the merits of the arbitration;
    e. a summary of any claims, defences and counterclaims of the parties;
    f. a reference to the evidence submitted by the parties;
    g. the determination of the Tribunal with reasons, unless the parties have agreed that no reasons are to be given;
    h. any determination of the Tribunal on the costs of the arbitration in accordance with Articles 36.2 and 36.3 and their apportionment between the parties;
    i. the orders made by the Tribunal;
    j. the date and place of issue of the award; and
    k. the signature(s) of the Tribunal or, as the case may be, the signatures of the majority of the Tribunal, provided the reason for any omitted signature is given.
5. Prior to signing any award, but in any event not less than 30 days prior to the expiry of the time limit pursuant to Article 35.1, the Tribunal shall submit the final draft of such award to the Arbitration Court for the purpose of:
    a. reviewing the form of the final draft in order to ensure, insofar as possible, that the formalities required by the Rules have been complied with (without prejudice to the Tribunal's duty to do so); and
    b. fixing the final fees and expenses of the Tribunal.
6. Subject to any mandatory provisions of the procedural law applicable to the seat of the arbitration and after consultation with the parties, the Tribunal may sign the award by electronic means and provide it to the Centre. For the purpose of this

Article, signing by electronic means shall be made through a certified electronic software or service, which allows the digital verification of the signatory's identity and their intent to sign the document. If signed in ink, the award shall be signed on each page and provided to the Centre in a number of originals sufficient to communicate one to each party, all members of the Tribunal and the Centre.

7. Provided the advance on costs of the arbitration has been paid in full, the Centre shall formally communicate the signed award to each party and the Tribunal in accordance with Articles 3.3 and 3.4.
8. The award may be made public with the consent of the parties.

Article (35) TIME LIMIT FOR ISSUING THE FINAL AWARD

1. Unless the provisions of this Article conflict with a mandatory provision of the procedural law applicable to the seat of the arbitration and subject to Articles 32.5 and 35.2, 35.3 and 35.4 below, the time limit within which the Tribunal must issue the Final Award is 6 months from the date of the transmission of the file to the Tribunal by the Centre.
2. The time limit for issuing the Final Award may, at any time during the arbitration, be extended by the written agreement of all parties.
3. The time limit for issuing the Final Award may, at any time during the arbitration, be extended by the Arbitration Court, upon a reasoned request from the Tribunal or on its own initiative, if it decides that it is necessary to do so for the Tribunal to comply with its responsibilities under the Rules. If, when such request is made, the existing time limit is less than one month, the time limit shall be automatically extended for one calendar month from the date of the request, pending the determination by the Arbitration Court.
4. The time limit for issuing the Final Award shall be suspended from the date upon which the arbitration is suspended by the Tribunal or any competent court and shall recommence from the date upon which the arbitration is continued, as determined by the Tribunal.

Article (36) COSTS OF THE ARBITRATION

1. The costs of the arbitration shall include amongst other things any registration fees under the Rules, the Centre's administrative fees, the fees and expenses of the Tribunal and any experts (whether appointed by the parties and/or the Tribunal), the fees of the legal representatives and any expenses incurred by those representatives, together with any other party's costs as assessed and determined by the Tribunal.

2. At any time during the arbitration, after inviting the parties to make submissions, the Tribunal may make decisions on the costs of the arbitration. An award may be issued solely on costs.
3. The Final Award shall fix the costs of the arbitration and its final apportionment between the parties, subject to Article 5 of Appendix I.

Article (37) INTERPRETATION, CORRECTION AND ADDITIONAL AWARD

1. Within 30 days of receipt of the award, a party may, by an application to the Tribunal with a copy to the Centre and the other party, request the Tribunal to give an interpretation of such award and/or request the Tribunal to correct any clerical, typographical, computational or other similar errors.
2. If the Tribunal considers the request for interpretation and/or correction to be justified, after inviting the other party's comments, it shall provide its interpretation and/or correction, which shall take form of a supplemental award, within 30 days of receipt of the request. Any interpretation and/or correction to the original award shall not re examine and/or amend any finding or determination made by the Tribunal in that award.
3. The Tribunal may correct any error of the type referred to in Article 37.1 on its own initiative within 30 days after the date of the award.
4. Within 30 days of receipt of the award, a party may, by an application to the Tribunal with a copy to the Centre and the other party, request the Tribunal to issue an additional award in respect of claims or counterclaims presented in the arbitration but not dealt with in any award. Prior to deciding on the request, the Tribunal shall give the parties an opportunity to be heard. If the Tribunal considers the request to be justified, it shall issue the additional award within 60 days of receipt of such request.
5. Any supplemental and/or additional award shall be deemed to be part of the original award.
6. The Tribunal shall not be entitled to any additional fees and/or expenses for the issuance of any supplemental and/or additional award(s).

VII. CONFIDENTIALITY

Article (38) GENERAL PROVISION

Unless all parties expressly agree in writing to the contrary, or the law of the seat of the arbitration requires otherwise, the parties and the members of the Tribunal shall, as a general principle, keep confidential all awards and orders in the arbitration, together

with all materials created for the purpose of the arbitration and all other documents produced by another party in the arbitration not otherwise in the public domain, save and to the extent that disclosure may be required from a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings commenced and pursued in good faith before a state court or other judicial authority.

Article (39) DELIBERATIONS OF THE TRIBUNAL

The deliberations of the Tribunal and any other internal communication between the members of the Tribunal are confidential to its members at all times.

VIII. MISCELLANEOUS

Article (40) FUNCTIONS OF THE CENTRE AND THE ARBITRATION COURT

1. Any matter relating to the powers and duties of the Centre not expressly referred to in the Rules, shall be decided by the Arbitration Court.
2. The decisions of the Arbitration Court upon matters that it is required to decide shall be conclusive and the reasoning of the Arbitration Court's decision(s) shall not be communicated to the parties, save for the reasoning of decisions upholding a challenge to an arbitrator's continued appointment.
3. All arbitrations shall be administered by the Centre in accordance with the Rules and the Centre's internal policies.

Article (41) EXCLUSION OF LIABILITY

1. No member of the Tribunal, conciliator or person appointed by them, the Arbitration Court and its members, nor the Centre or any of its employees or personnel shall be liable to any person or any party or any act or omission in connection with any arbitration or conciliation governed by the Rules or any matter in which the Centre acts as an appointing authority.
2. No party shall seek to make any member of the Tribunal, member of the Arbitration Court, and/or any of the Centre's employees or personnel act as a witness in any legal proceedings in connection with any arbitration or conciliation governed by the Rules or any matter in which the Centre acts as an appointing authority.

Article (42) WAIVER

A party which knows or ought reasonably to have known that any provision of, or requirement under, the Rules or other rules applicable to the arbitration or any direction

given by the Tribunal has not been complied with shall raise an objection within 7 days (or such other period as may be prescribed by the procedural law applicable to the seat of the arbitration) from the date any such fact or circumstance became known or ought reasonably to have been known. Should the party fail to do so, it shall be deemed to have irrevocably waived its right to object and may not raise that objection later.

Article (43) DOCUMENT RETENTION

1. The Centre shall maintain an archive of any award or preliminary order issued under Articles 1 and 2 of Appendix II for a maximum of 5 years from the date such award or order is deposited with the Centre. Thereafter, such documents may be destroyed in a confidential manner without notice to any party or arbitrator.

APPENDIX I - COSTS OF THE ARBITRATION

Article (1) REGISTRATION FEES

1. A request for arbitration, the introduction of a counterclaim and an application for emergency interim relief must in each case be accompanied by the applicable non-refundable registration fees specified in the Table in force on the date of the commencement of the arbitration.
2. The Centre shall proceed with registering and administering only those claims, counterclaims, and applications for emergency interim relief with respect to which the relevant registration fee has been paid in full.

Article (2) ADVANCE ON COSTS OF THE ARBITRATION 31

1. The Centre shall fix an advance on costs of the arbitration, which is intended to cover the fees and expenses of the Tribunal and the Centre's administrative fees. The Centre shall fix the advance on costs of the arbitration by reference to the total of the sum(s) claimed and/or counterclaimed in accordance with the Table in force on the date of the commencement of the arbitration. The Centre may, at any time during the arbitration, readjust the advance on costs of the arbitration pursuant to Article 4.2 of Appendix I.
2. Where the Respondent introduces a counterclaim, the advance on costs of the arbitration shall be fixed by reference to the total of the sums claimed and counterclaimed, which shall be payable in equal shares by the Claimant(s) and the Respondent(s), regardless of the individual sums claimed and counterclaimed.
3. Notwithstanding the provisions of Article 2.2 above, the Centre may, having due regard to the relevant circumstances, and at its absolute discretion, exceptionally fix separate advances on costs for the claim and the counterclaim, in which case each of the parties shall pay the advance on costs of the arbitration corresponding to its respective claim.
4. If an arbitration terminates prior to the issuance of the Final Award, the Arbitration Court shall fix the Centre's administrative fees, at its discretion, and fix the fees and expenses of the Tribunal in accordance with Article 4.1 and 4.2 of Appendix I, and, in all cases, taking into consideration the stage reached in the arbitration and any other relevant circumstances.
5. For the purpose of this Article, if the sum(s) claimed or counterclaimed were not specified in the Request or the Answer, respectively, the Centre shall fix the advance on costs of the arbitration at its discretion, having due regard to the claims and/

or the counterclaims being made and other relevant circumstances, and, after its constitution, upon consultation with the Tribunal.

6. Any dispute regarding the determination of the advance on costs of the arbitration shall be finally decided by the Arbitration Court.

Article (3) PAYMENT OF THE ADVANCE ON COSTS OF THE ARBITRATION

1. All payments towards the advance on costs of the arbitration shall be made to the Centre by means acceptable to it.
2. The advance on costs of the arbitration shall be payable in equal shares by the Claimant(s) and the Respondent(s).
3. Notwithstanding the provisions of Article 3.2 above, either party may, at any time, make payment of the other party's share of the advance on costs of the arbitration or any other costs, which are required to progress the arbitration. Any such payments (shall form part of the costs of the arbitration and) may be recoverable by the substituting party, including immediately after transmission of the file by requesting the Tribunal to issue an award on costs in accordance with Article 36.2.
4. If a request for payment of the advance on costs of the arbitration has not been complied with, the matter shall be referred to the Arbitration Court to set a final time limit for such payment, on the expiration of which the relevant claim or counterclaim (or, as the case may be, the increase in the sum claimed or counterclaimed) shall be considered withdrawn.

Article (4) FIXING THE FEES OF THE TRIBUNAL 32

1. In setting the Tribunal's fees, the Centre shall take into consideration the diligence of the Tribunal, the speed and efficiency with which the arbitration has been conducted and the complexity of the dispute, so as to arrive at a figure within the limits specified in the Table.
2. The Centre may, at any time during the arbitration, fix the fees of the Tribunal at a figure higher or lower than that which would otherwise result from the application of the Table due to the relevant circumstances. For this purpose, the Arbitration Court may take into account any such circumstances it considers appropriate, including but not limited to a fluctuation in the sum(s) claimed and/or counterclaimed, any additional claims made, any changes in the amount of the Tribunal's estimated expenses, or any unforeseen complexity of the dispute.
3. When the Tribunal is composed of three members, unless the Tribunal advises the Centre of a different allocation, the Centre shall fix the Tribunal's total fees so that the chairperson receives 40% and each co-arbitrator 30%.

Article (5) REIMBURSEMENT OF THE ADVANCE ON COSTS OF THE ARBITRATION

1. The Centre shall reimburse to the parties any unused amounts left in the respective arbitration account, after the deduction of the fees and expenses of the Tribunal and the Centre's administrative fees.

Article (6) TABLE OF FEES AND COSTS

The Table of Fees and Costs determines the registration fees, administrative fees of the Centre and the Tribunal's fees by reference to the total of the sum(s) claimed and/or counterclaimed.

APPENDIX II – EXCEPTIONAL PROCEDURES

Article (1) INTERIM MEASURES

1. The Tribunal may, upon an application by a party, order interim measures on terms that it considers appropriate in the circumstances, and issue a preliminary order in support of such measures. The Tribunal shall give summary reasons for any such order in writing.
2. An interim measure is any temporary measure by which, at any time prior to the issuance of the Final Award, the 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 preventing the dissipation of assets out of which a subsequent award may be satisfied;
    d. preserve evidence that may be relevant and material to the resolution of the dispute; or
    e. provide or procure security for the costs of the arbitration, including the fees of the legal representatives and any expenses incurred by those representatives, together with any other party's costs, in an amount and in a manner determined by the Tribunal having regard to the relevant circumstances.
3. The party applying for an interim measure pursuant to Articles 1.2 (a), (b) and (c) above and 2.1 of Appendix II shall satisfy the Tribunal:
    a. that 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 ordered; and
    b. that 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 Tribunal in making any subsequent determination.
4. The party applying for an interim measure shall also:
    a. satisfy the Tribunal of the reasons why it believes that providing notice to the other party may jeopardize the efficacy of the application; or

b. by way of a statement, certify that all other parties have been notified of the application or provide an explanation of the steps taken in good faith to notify all such parties.

5. With regard to a request for an interim measure under Article 1.2 (d) of Appendix II, the requirements of Article 1.3 of Appendix II shall apply only to the extent the Tribunal considers appropriate.
6. Tribunal may modify, suspend or discharge a preliminary order that has been issued in support of an interim measure, upon an application by a party or, in exceptional circumstances and upon prior notice to the parties, on the Tribunal's own initiative.
7. The 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 ordered.
8. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the Tribunal later determines that, in the circumstances then existing, the preliminary order should not have been ordered. The Tribunal may award such costs and damages at any point during the arbitration.
9. The Tribunal may require the party applying for an interim measure to provide appropriate security in connection with the measure.
10. Nothing in the Rules shall have the effect of creating (where it does not exist), or limiting (where it does exist), any right of a party to apply to the Tribunal, and any powers of the Tribunal, to order an interim measure and issue a preliminary order in support of such interim measure without prior notice to a party. For this purpose, the Tribunal shall consider its power to issue such an order, having due regard to the seat of the arbitration and also any agreement reached by the parties in the agreement to arbitrate.
11. Where a preliminary order in support of an interim measure is issued without prior notice to a party, the Tribunal shall make an appropriate direction that the party against whom the preliminary order is issued shall be notified by the applying party at the earliest opportunity. The party against whom the preliminary order is issued shall have the right to apply to set aside the preliminary order and a hearing shall be convened by the Tribunal for this purpose as soon as reasonably practicable. On any such application, the burden shall be on the party in whose favour the preliminary order has been issued to satisfy the Tribunal that the requirements of Articles 1.3 and 1.4 of Appendix II, insofar as applicable, are satisfied, having due regard to any representations made by the party applying to have the preliminary order set aside.
12. The provisions of Article 2.8 of Appendix II shall apply once the identity of the Emergency Arbitrator has become known to the notified party.
13. A request for interim measures addressed by any party to a judicial authority or a request to a judicial authority to enforce an interim measure or a preliminary order

issued by the Tribunal shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

14. Any preliminary order issued under Articles 1 and 2 of Appendix II (including the continuation or modification of any such order) shall be binding on the parties and the parties undertake to comply in full with any such order immediately and without delay. A failure to comply with an order to provide or procure security for costs may result in the Tribunal staying the party's claim or, as the case may be, counterclaim.
15. For the purpose of this Article, reference to the Tribunal also means an Emergency Arbitrator.

ARTICLE (2) EMERGENCY ARBITRATOR

1. A party in need of emergency interim relief may, concurrently with or following the filing of a Request, but prior to the constitution of the Tribunal, submit an application for emergency interim relief to the Centre.
2. Concurrently with the submission of the application for emergency interim relief, the applying party shall send a copy of the application to all other parties, unless in doing so it reasonably believes that such notice may jeopardize the efficacy of the application for emergency interim relief and the procedural law applicable to the seat of the arbitration (as agreed by the parties or determined by the Emergency Arbitrator in accordance with Article 2.6 of Appendix II) permits such applications without notice to the other party or parties.
3. The application for emergency interim relief shall specify, together with all relevant documentation:
    a. the grounds for requiring the appointment of an Emergency Arbitrator; and
    b. the nature of the relief sought and the reasons why the applying party considers it is entitled to such relief.
4. The application for emergency interim relief shall be accompanied by the payment of a non-refundable registration fee in accordance with Article 1 of Appendix I.
5. If the Arbitration Court is prima facie satisfied that in view of the relevant circumstances it is reasonable to allow such proceeding, the Centre shall seek to appoint the Emergency Arbitrator within 1 day of receipt by the Centre of the application for emergency interim relief submitted in compliance with Articles 2.3 and 2.4 above.
6. The seat of the proceedings for emergency interim relief shall be determined by the Emergency Arbitrator in accordance with Article 20.1, without prejudice to the Tribunal's powers finally to determine the seat of the arbitration.

7. The relevant provisions of Article 14 shall apply to the appointment of the Emergency Arbitrator. Unless agreed by all parties, the Emergency Arbitrator shall not act as an arbitrator in any arbitration related to the dispute, including the arbitration in which she/he is acting as an Emergency Arbitrator, or in respect of another dispute that has arisen from the same legal relationship(s).
8. Any challenge to the impartiality and independence of the Emergency Arbitrator must be made to the Centre within 2 business days of the notification by the Centre to the parties of her/his appointment and any circumstances disclosed, and the Arbitration Court shall render a decision on the challenge within 2 business days of receipt of such challenge. The requirement to notify all parties of the appointment of the Emergency Arbitrator does not apply when the application is submitted without notice to the other party or parties.
9. Unless the Emergency Arbitrator is appointed without notice to the other party or parties, the Emergency Arbitrator shall, as soon reasonably practicable but, in any event, no later than 2 business days from the date of transmission of the file to the Emergency Arbitrator, establish a timetable to decide the application for emergency interim relief. The timetable shall provide a reasonable opportunity to all parties to be heard, be it on written submissions, in person, by telephone or through any other appropriate means of virtual communication including video conferencing. The Emergency Arbitrator shall have the powers vested in the Tribunal under the Rules, including the authority to rule on her/his own jurisdiction.
10. The Emergency Arbitrator may order emergency interim relief in accordance with the provisions of Article 1 of Appendix II. The Emergency Arbitrator shall issue any preliminary order in support of such measures as soon as reasonably practicable, from the date of transmission of the file to Emergency Arbitrator, having due regard to the nature of the relief sought, the timetable established for the determination of the application and whether or not the application is being made with notice. The Emergency Arbitrator may also decide to grant the relief sought on an extemporary basis with detailed reasoning to follow.
11. The Emergency Arbitrator shall issue any order in accordance with Article 34.6, which shall as soon as reasonably practicable be communicated to the parties by the Centre.
12. The appointment of the Emergency Arbitrator shall be considered revoked and her/his powers shall cease following the constitution of the Tribunal.
13. The preliminary order issued by the Emergency Arbitrator shall cease to be binding:
    a. if the Tribunal discharges such order in accordance with Article 1.6 of Appendix II;

b. if the underlying arbitration is terminated prior to the issuance of the Final Award; or
c. if the Final Award issued by the Tribunal does not give permanent effect to such order.

14. The costs associated with the application pursuant to this Article may initially be apportioned by the Emergency Arbitrator in the preliminary order, subject to the powers of the Tribunal to make a final determination of the apportionment of such costs under Article 36.3.
15. By agreeing to arbitration under the Rules, the parties are deemed to have expressly agreed to the appointment and the powers of the Emergency Arbitrator. The provisions of this Article shall not apply if the parties have agreed so in writing.

Article (3) CONCILIATION PROCEEDINGS

1. Any party wishing to commence a conciliation under the Rules shall submit to the Centre an application for conciliation by email or in accordance with the terms of use of any electronic case management system implemented by the Centre.
2. The application shall include the full names and complete contact details of the parties, a description of the facts and relevant circumstances of the dispute and an estimate of the sum claimed or in dispute, together with any supporting documents.
3. Together with the application, the party shall make payment of the registration fee specified in the Table in force on the date the application is submitted.
4. The Centre shall notify the application for conciliation to the other party using the contact details provided in the application.
5. Should the other party agree to conciliation, it shall submit a reply to the application for conciliation by email or in accordance with the terms of use of any electronic case management system implemented by the Centre within 15 days following notification.
6. Following the submission of a reply, the matter shall be submitted to one conciliator, to be appointed by the Arbitration Court, unless the parties agree to a panel of three conciliators.
7. The relevant provisions of Article 14 shall apply to the appointment of the conciliator(s) with any changes that the Centre deems necessary. Unless agreed by all parties, neither conciliator appointed under this Article 3 shall act as an arbitrator in any arbitration related to the dispute subject to the conciliation proceedings or in respect of another dispute that has arisen from the same legal relationship(s).
8. Either party may object to the conciliator appointed by the Arbitration Court within 7 days of the notification of such appointment. The Arbitration Court shall consider

the objection and if it is upheld shall appoint a replacement conciliator.

9. A copy of the file shall be transmitted to the conciliator upon full payment of the Centre's administrative fees and the conciliator's fees and expenses, as fixed by the Arbitration Court.
10. The conciliator shall have absolute discretion to determine the procedure of the conciliation process, giving each party a reasonable opportunity to present their respective positions and having due regard to the relevant circumstances. The conciliator, at any stage of the conciliation proceedings, with the consent of the parties, may make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of reasons.
11. The conciliator shall in any event conclude the conciliation proceedings within 2 months from the date of the transmission of the file to the conciliator by the Centre, unless extended by the agreement of the parties.
12. If the parties agree on a settlement of the dispute, the conciliator shall facilitate the preparation of a formal settlement agreement recording the settlement between the parties.
13. If the attempt at conciliation fails, the conciliator shall terminate the conciliation proceedings without prejudice to the merits of the dispute. In such case, at the request of either party, the Centre shall issue a certificate that the attempt at conciliation failed and the conciliation proceedings were terminated without any further comments or consideration of the merits.

Article (4) APPOINTING AUTHORITY PROCEDURE

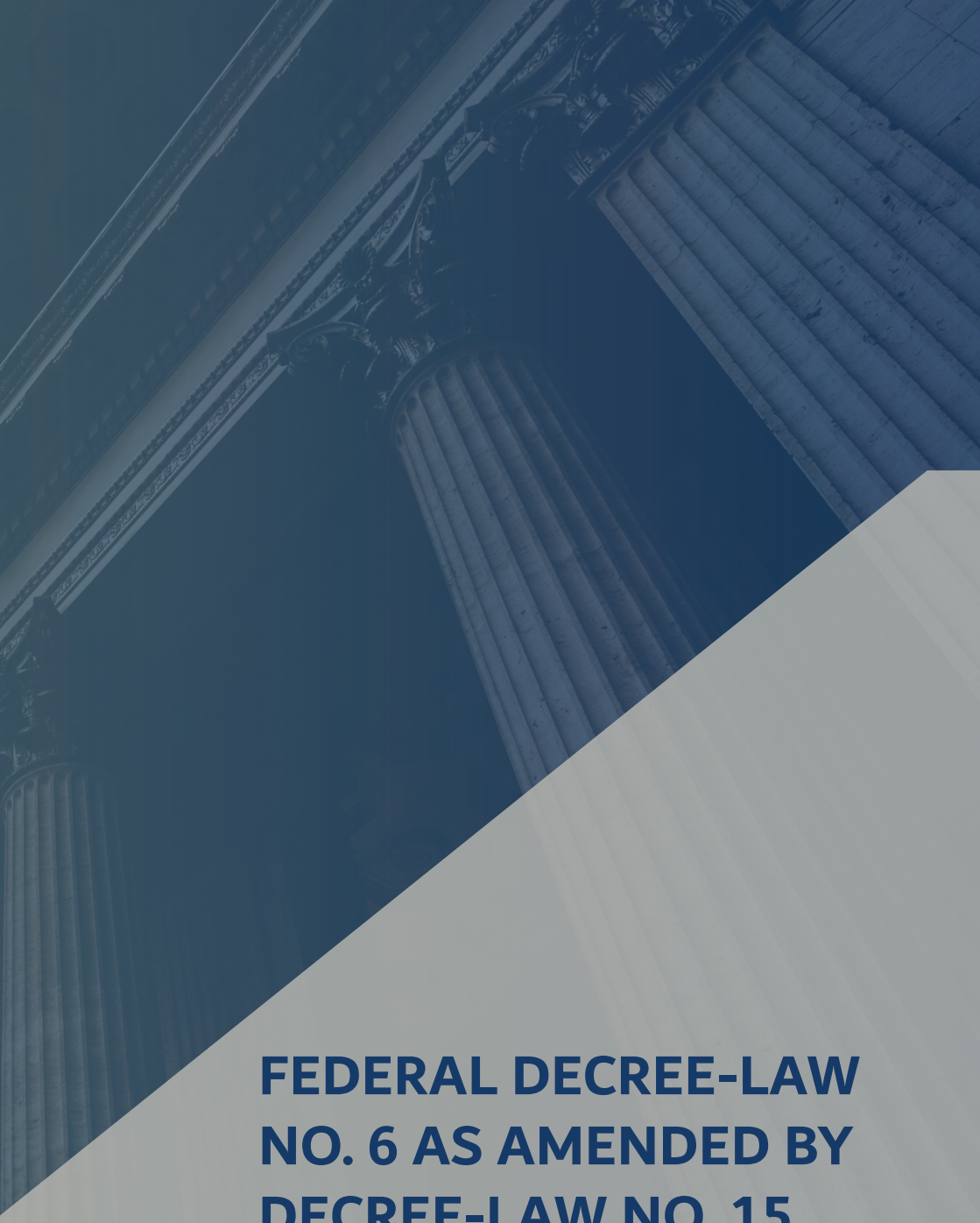
1. Where the parties have so agreed, the Centre shall, upon an application by a party, appoint adjudicator(s), arbitrator(s) and/or expert(s) or decide on challenges against such appointment(s) or any challenge in matters that are not otherwise subject to the Rules. In such cases, the procedure shall be governed by the relevant provisions of the Rules with any changes that the Centre deems necessary.
2. If a challenge has not been raised within 15 days from receipt of the notification of an appointment made under Article 4.1 above, the parties shall be deemed to have expressly agreed to it and any subsequent challenge to a continued appointment shall be submitted as a new application.
3. Together with the application, the party shall make payment of the registration fee specified in the Table in force on the date the application is submitted.

DIAC Table of Fees and Costs

Disputed Amount (in AED)	**The Centre's Administrative Fees** (in AED)	**Tribunal's Fees***	
		Minimum Amount (in AED)	**Maximum Amount** (in AED)
Up to 200,000	5,000	8,500	8% of the disputed amount (maximum amount shall be 26,000)
200,001 – 500,000	10,000	8,500 + 1.5% of the amount exceeding 200,001	26,000 + 7.5% of the amount exceeding 200,001
500,001 –1,000,000	20,000	13,500 + 1% of the amount exceeding500,001	51,000 + 5% of the amount exceeding 500,001
1,000,001 –2,500,000	30,000	18,500 + 0.5% of the amount exceeding 1,000,001	78,000 + 4% of the amount exceeding 1,000,001
2,500,001 –5,000,000	40,000	32,000 + 0.5% of the amount exceeding 2,500,001	141,000 + 3% of the amount exceeding 2,500,001
5,000,001 –10,000,000	50,000	47,000 + 0.3% of the amount exceeding 5,000,001	212,500 + 2%of the amount exceeding 5,000,001
10,000,001 –20,000,000	75,000	67,000 + 0.2% of the amount exceeding 10,000,001	305,000 + 1% of the amount exceeding 10,000,001
20,000,001 –50,000,000	100,000	92,000 + 0.15% of the amount exceeding 20,000,001	400,500 + 0.4% of the amount exceeding 20,000,001
50,000,001 –100,000,000	150,000	114,500 + 0.1% of the amount exceeding 50,000,001	540,000 + 0.3% of the amount exceeding 50,000,001
100,000,001 –150,000,000	180,000	138,000 + 0.059% of the amount exceeding 100,000,001	630,000 + 0.2280% of the amount exceeding 100,000,001
150,000,001 –200,000,000	210,000	160,000 + 0.330% of the amount exceeding 150,000,001	717,000 + 0.1570% of the amount exceeding 150,000,001
200,000,001 –250,000,000	240,000	180,000 +0.0210% of the amount exceeding 200,000,001	794,000 + 0.1150% of the amount exceeding 200,000,001
Over 250,000,000	270,000	192,000 + 0.0100% of the amount exceeding 250,000,000	852,500 + 0.0400% of the amount exceeding 250,000,000

Fees for application for emergency interim relief	
The Centre's Administrative Fees (in AED)	**Emergency Arbitrator's fees and expenses (in AED)**
50,000	120,000

**In accordance with Article 2.1 of Appendix I to the DIAC Arbitration Rules in conjunction with Article 40.3 of the DIAC Arbitration Rules, the advance on the Tribunal's fees is fixed by the Centre at the average amount calculated by reference to the minimum and maximum values indicated in DIAC Table of Fees and Costs corresponding the total of the sum(s) claimed and/or counterclaimed. In addition, a sum of approximately 20% of the advance on the Tribunal's fees is added to the advance on costs of the arbitration, which is intended to cover the expenses of the Tribunal.*



FEDERAL DECREE-LAW NO. 6 AS AMENDED BY DECREE-LAW NO. 15 OF 2023 ON ARBITRATION

FEDERAL LAW NO. 6

Issued on 03/05/2018

Corresponding to 17 Shaaban 1439 H.

ON ARBITRATION

As amended by Decree-Law No (15) of 2023

Amending:

Federal Law No. 11 dated 24/02/1992.

We, Khalifa Bin Zayed Al-Nahyan, President of the United Arab Emirates State,

After perusal of the Constitution,

Federal Law No. 1 of 1972 on Competencies of the Ministries and Powers of the Ministers and its

amendments,

Federal Law No. 3 of 1983 on the Judiciary, and its amendments,

Federal Law No. 5 of 1985 on the Issuance of the Civil Transactions Law, and its amendments,

Federal Law No. 3 of 1987 on the Issuance of the Penal Code, and its amendments,

Federal Law No. 23 of 1991 on the Regulation of the Legal Profession, and its amendments,

Federal Law No. 10 of 1992 of the Issuance of Evidence in Civil and Commercial Transactions, and its amendments,

Federal Law No. 11 of 1992 on the Issuance of the Civil Procedure Law, and its amendments,

Federal Law No. 35 of 1992 on the Issuance of the Criminal Procedure Law,

and its amendments,

Federal Law No. 18 of 1993 on the Commercial transactions,

Federal Law No. 1 of 2006 on Electronic Commerce and Transactions,

Federal Law No 6 of 2012 on the Regulation of the Profession of Translation,

Federal Law no. 7 of 2012 On the Regulation of Expertise before the Judicial Authorities,

Federal Law No. 2 of 2015 on the Commercial Companies, and its amendments,

Upon the proposal of the Minister of Economy, and the approval of the Council of Ministers and

the Federal National Council, and the ratification of the Federal Supreme Council,

Have issued the following Law:

Chapter 1
Definitions and Scope of Application

Article 1- Definitions

In application of the provisions of this Law, the following terms and expressions shall have the meanings assigned against each, unless the context requires otherwise:

State: The United Arab Emirates State.

Arbitration: A method that is regulated by Law, by which a dispute which has arisen between two Parties or more is decided by a binding decision through an Arbitral Tribunal upon the agreement of Parties.

Arbitration Agreement: An agreement by the Parties to refer to Arbitration whether such Agreement is made before or after the dispute has arisen.

Court: The federal or local Appeal Court agreed by all Parties or which the Arbitration is carried out within its area of jurisdiction.

Arbitration Institution: An authority or centre that is established to organise the arbitration proceedings.

Authorised Entity: Any physical or juristic person upon which any of the powers specified according to the present law is conferred by the agreement of the Parties.

Relevant Authority: The authorised arbitration authority or the Court.

Parties: The Claimant and the Respondent, of any number.

Claimant: The party who initiates the arbitration proceedings.

Respondent: The party against whom the Claimant has initiated the arbitration proceedings.

Article 2- Scope of Application of the Law

The provisions of the present Law shall apply to:

1. Any Arbitration which is carried out in the State, unless the Parties agree on the application of the provisions of another Arbitration Law, provided that it is not contrary to the public order and public morality of the State.
2. Any International Commercial Arbitration which is carried out outside the State, and which is subject to the provisions of the present Law upon the agreement of the Parties.
3. Any Arbitration arising from a dispute on a contractual or non-contractual legal relationship organized by the Laws in force in the State; unless whatever is excluded by a special provision.

Article 3- Arbitration International Element

Arbitration shall be international, even if it is carried out inside the State, and that is in any of the following cases:

1. If the places of business of the Parties were situated, at the time of the conclusion of the Arbitration Agreement, in two different States or more, but if a party has more than one place of business, the place is that with which the subject-matter of the Arbitration Agreement is most closely connected. If a party to the Arbitration does not have a place of business, reference is to be made to his habitual residence.
2. If one of the following places is situated outside the State, in which the Parties have their places of business:
    a. The place of Arbitration as determined in or referred to by the Arbitration Agreement.
    b. The place where a substantial part of the obligations arising from the commercial relationships between Parties is to be performed, or the place with which the subject-matter of the dispute is most closely connected.
3. If the subject-matter of the dispute subject to the Arbitration Agreement relates to more than one country.
4. If the Parties have expressly agreed that the subject matter of the Arbitration Agreement relates to more than one country.

Chapter 2
Arbitration Agreement

Article 4- Legal Capacity to conclude an Arbitration Agreement

1. An Arbitration Agreement may only be concluded by a physical person who has the legal capacity to actor by the representative of the juristic person authorised to conclude the Arbitration Agreement, or otherwise the Agreement shall be null and void.
2. Arbitration is not allowed where matters cannot be submitted to conciliation.
3. In the cases where the Parties are allowed under the present Law to agree on the procedure to be followed to determine a certain issue, where each of them may authorise a third party to select or this procedure; and in this regard, a third party means: any physical person or Arbitration Institution inside the State or abroad.
4. Unless otherwise agreed by the Parties, an Arbitration Agreement shall not be discharged by the death of any party or his withdrawal, and it may be enforced by or against the legal successor of said party.

Article 5- Forms of the Arbitration Agreement

1. An Arbitration Agreement may be made before the dispute whether in the form of a separate agreement or included in a certain contract, regarding all or certain disputes which may arise between the Parties.
2. An Arbitration Agreement may be made after the dispute has arisen, even if a lawsuit is brought before a Court. In this case, the Agreement shall determine the issues covered by the Arbitration.
3. An Arbitration Agreement may be made in the form of a reference in a contract or any other document which includes an arbitration clause, provided that such reference is clear as to make this clause part of the contract.

Article 6- The Separability of the Arbitration Agreement

1. An Arbitration Agreement shall be separate from other clauses of the contract. The nullity, rescission or termination of the contract shall not affect the Arbitration Agreement contained if said Agreement is valid by itself, unless the matter relates to the incapacity of any party.
2. An argument on the nullity, rescission or termination of the contract which includes the Arbitration Agreement shall not result in the stay of the arbitration proceedings, and the Arbitral Tribunal may decide on the validity of said contract.

Article 7- Written Arbitration Agreement

1. An Arbitration Agreement must be made in writing, or otherwise it shall be null and void.
2. The requirement that an Arbitration Agreement be in writing is met in the following cases:
    a. If it is contained in a document signed by the Parties or mentioned in an exchange of letters or other means of written communication or made by an electronic communication according to the applicable rules in the State regarding the electronic transactions.
    b. If a reference is made in a written contract to the terms of a Model Contract, international agreement or any other document containing an arbitration clause, where such reference is clear as to make that clause part of the contract.
    c. If an Arbitration Agreement is made while the dispute is pending before the competent Court, the Court shall issue its decision confirming the Arbitration Agreement, and the litigants shall freely initiate the arbitration

proceedings in the place and time determined thereof and under the terms governing such arbitration, and the Court shall consider the lawsuit as if never existed.

d. If it is contained in an exchange of written statements between the Parties during the arbitration proceedings or upon acknowledgement before the Court, where one party requests that the dispute be referred for Arbitration and no objection is made by the other party in the course of his defence.

Article 8- Adjudication of the dispute containing an Arbitration Agreement

1. The Court before which the dispute is brought in a matter covered by an Arbitration Agreement, shall declare the inadmissibility of the action, if the defendant has raised such plea before any claim or defence on the substance of the case, and unless the Court finds that the Arbitration Agreement is null and void or incapable of being performed.
2. Where an action referred to in the preceding Clause has been brought, the arbitration proceedings may nevertheless be commenced or continued, and an arbitral award may be made.

Chapter 3
Arbitral Tribunal

Article 9- Composition of the Arbitral Tribunal

1. The Arbitral Tribunal shall, upon the agreement of the Parties, consist of one arbitrator or more. If the Parties have not agreed on the number of arbitrators, then three arbitrators shall be appointed, unless otherwise is decided by the Relevant Authority.
2. If there are more than one arbitrator, their number shall be odd, or otherwise the Arbitration shall be null and void.

Article 10- The Requirements to be met by the Arbitrator
(As amended by Decree-Law No. 15 of 2023)

1. In addition to the requirements agreed upon by the Parties, the arbitrator
    a. Shall be a physical person, and he may not be a minor, incapacitated, or deprived of his civil rights due to declaration of bankruptcy unless he is rehabilitated, or due to being sentenced for a felony or misdemeanour

involving moral turpitude or dishonesty, even if he is rehabilitated;

b. May not be a member of the board of trustees or the executive management or the administrative apparatus of the Arbitration Institution concerned with organizing the arbitration case in the State.

c. Shall not have a direct relationship with any of the parties involved in the arbitration case that could compromise his impartiality, integrity or independence.

2. Unless otherwise agreed by the Parties or provided by Law, it is not required that an arbitrator be of a specific gender or certain nationality.

3. Any person who is notified of his possible appointment as an arbitrator, shall declare, in writing, all circumstances that are likely to give rise to doubts as to his impartiality or independence, and he, as from the date of his appointment and throughout the arbitration proceedings, shall, without delay, notify the Parties and other arbitrators of any such circumstances that may arise and which may give rise to doubts as to his impartiality or independence, unless they have already been informed of such circumstance.

Article 10 Repeated- Conditions for appointing an arbitrator from the Arbitration Institution's supervisory or controlling bodies

1. As an exception to the provisions of paragraph (1/b) of Article 10, Parties may appoint an arbitrator who is a member of the board of directors or the board of trustees or those of a similar capacity in the supervisory or controlling authorities in the institution responsible for regulating arbitration proceedings in the State, provided that the following conditions are met:

    a. The regulations of the competent Arbitration Institution responsible for regulating arbitration proceedings do not prohibit such appointment.

    b. The competent Arbitration Institution responsible for regulating arbitration proceedings has a governance system that organizes the work of the arbitrator in a manner that ensures the separation of duties and neutrality. This should prevent any conflicts of interest, the creation of any preferential treatment, or advantages for that member compared to other arbitrators. It should also regulate the procedures for the appointment, removal, and resignation of the arbitrator in cases specified in this regard.

    c. The arbitrator shall not be an individual or a chairman of the Arbitral Tribunal.

    d. The Parties to the arbitration proceedings shall acknowledge in writing the arbitrator's membership in the board of directors, the board of

trustees, or those of a similar capacity in the supervisory or controlling authorities in the Arbitration Institution responsible for regulating arbitration proceedings in the State, and they shall not object or raise reservations about such appointment.

e. The competent Arbitration Institution shall have a special mechanism for the secure reporting of any violations committed by arbitrators.

f. The arbitrator shall not be a member of more than five arbitration cases in a single year.

g. The arbitrator shall provide a written undertaking as follows:

   1. Not to exploit their position in a way that may create a conflict of interest or provide them with a preferential advantage or interest compared to their counterparts among other arbitrators.
   2. Not to participate in, deliberate on, review, vote, or attend meetings, or in any way influence the arbitration proceedings during their tenure as a member of the board of directors, the board of trustees, or those of a similar capacity in the regulatory or supervisory authorities of the competent Arbitration Institution responsible for regulating arbitration proceedings.

h. Any other conditions or requirements specified by the competent Arbitration Institution.

2. Violation of the conditions referred to in this Article shall render the arbitration award issued in the arbitration proceedings void, and the Parties shall have the right to claim civil compensation from the competent Arbitration Institution and the violating arbitrator in accordance with the applicable laws in the State.

Article 11- The method to select the Arbitral Tribunal

1. The Parties may agree on the procedures to be followed for the appointment of the arbitrator or arbitrators, the time and method of their appointment.
2. If the Arbitral Tribunal is composed of a sole arbitrator, and if Parties are unable to agree on the arbitrator within fifteen (15) days from the date of filing of request, in writing, by one party requesting the other party to perform so, then the appointment of said arbitrator shall be made by the Relevant Authority upon request of a party. Without prejudice to the provisions of Article 14 of the present Law, said decision shall not be subject to appeal through any means of recourse.
3. If the Arbitral Tribunal is composed of three arbitrators, each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator. If a party fails to appoint the arbitrator within fifteen (15) days after the receipt

of a request to do so from the other party, or if the two arbitrators appointed fail to agree on the third arbitrator within fifteen (15) days after the date of latest appointment, then the appointment of the arbitrator shall be made promptly, upon request of a party, by the Relevant Authority. Without prejudice to the provisions of Article 14 of the present Law, said decision shall not be subject to appeal through any means of recourse.

4. The Relevant Authority shall have due regard to the qualifications required of the arbitrator to be appointed by the present Law, and those agreed upon by the Parties, so as to secure the appointment of an independent and impartial arbitrator.
5. In the cases where the Authorised Entity does not appoint the arbitrator according to the procedures specified by the agreement of the Parties, or according to the provisions of the present Law if there is no agreement, then any party may request from the Court to take the necessary procedure for the completion of the composition and appointment of the members of the Arbitral Tribunal. The Court decision, in this regard, shall not be subject to appeal through any means of recourse.
6. If a request is made to the Relevant Authority for the appointment of an arbitrator, then the applicant shall, at the same time, address copies of the same to all other Parties, and to any arbitrator which has been previously appointed in the same dispute. It is it is required that the request indicates, briefly, the subject-matter of the dispute and any other conditions required by the Arbitration Agreement to be satisfied by the arbitrator to be appointed, and all steps that have been taken to appoint any remaining member in the Arbitral Tribunal.
7. The third Arbitrator appointed according to the Provisions of this Article shall preside over the Arbitral Tribunal, and this provision shall apply when the Arbitral Tribunal is composed of more than three arbitrators.
8. The Court may, upon request of any party, request from any Arbitration Institution in the State to provide it with a list of arbitration specialists, so as for the Court to appoint one of them, and that is after payment of the fees specified in the Arbitration Institution by the party who has made the request, and it shall be considered as part of the arbitration expenses.

Article 12- Decision-making regarding the Arbitration Proceedings

Unless otherwise provided by the Parties, any decision in the arbitration proceedings, in which participate smore than one arbitrator, shall be made by the majority of the members of the Arbitral Tribunal.

However, procedural matters may be decided by the presiding arbitrator of the Tribunal, if so authorised by the Parties or the remaining members of the Arbitral Tribunal.

Article 13- Failure to comply with the procedures for the appointment of the Arbitral Tribunal

If any party fails to comply with the procedures for the appointment of the arbitrators agreed by them, or if they have not originally agreed on said procedures, or if the appointed two arbitrators have not agreed on a matter which is required to be agreed on by them, or if a third party, including the Authorised Entity, fails to perform whatever is assigned to it in this regard, the Court shall at the request of one of the Parties perform the required procedure unless the agreement provides for another way to fulfil this procedure. The decision may not be subject to any recourse.

Article 14- Recusal of an Arbitrator

1. An arbitrator may not be recused except if there are circumstances that are likely to give rise to serious doubts regarding his impartiality or independence, or if it is established that the requirements agreed upon by the Parties or provided by the present Law are not met.
2. No party may submit a request for the recusal of an arbitrator appointed by him, or in whose appointment he has participated, except for a reason of which he becomes aware after the appointment has been made.
3. The recusal request shall not be accepted from such person who has previously submitted a request for the recusal of the same arbitrator, in the same arbitration and for the same reason.

Article 15- Procedures for the recusal of an arbitrator

The Parties may agree on the procedures for the recusal of an arbitrator, subject to the following procedures:

1. A party who intends to recuse an arbitrator shall, within fifteen (15) days after becoming aware of the appointment of said arbitrator of after becoming aware of the grounds for such recusal, send a written statement of the reasons for the recusal of an arbitrator against whom a recusal request was submitted, and a copy of the same shall be sent to the remaining members of the Arbitral Tribunal who have been appointed, and to other Parties.
2. If the challenged arbitrator fails to recuse himself, or if the other party does not approve the recusal within fifteen (15) days from the date of notification of the arbitrator of such request according to the provisions of Article 24 of the present Law, the applicant of recusal may file his request with the Relevant Authority within fifteen (15) days after the termination of the first said fifteen (15) days, and the

Relevant Authority shall decide on the recusal request within ten (10) days. Said decision shall not be subject to appeal through any means of recourse.

3. The notification of the arbitrator of the recusal request or the filing of the request with the Relevant Authority shall not result in the stay of the arbitration proceedings. The Arbitral Tribunal including the challenged arbitrator, may continue the arbitration proceedings and issuance of the arbitral award, even if the Relevant Authority has not decided on the request.
4. The withdrawal of the arbitrator from his office or the agreement of the Parties on his dismissal shall not be considered an acknowledgment of the validity of any of the recusal reasons.
5. If the Relevant Authority has decided to recuse the arbitrator, it may take the decision which it may deem appropriate for said arbitrator with respect to fees or expenses or for the recovery of any fees or expenses that have been paid to him. Said decision shall not be subject to appeal through any means of recourse.

Article 16- Termination of the arbitrator's mandate

1. If an arbitrator becomes unable to perform his functions or if he fails to act, or if he ceases to perform the same without undue delay in the arbitration proceedings, or if he, intentionally, neglects to act according to the Arbitration Agreement, though he has been notified through all applicable means of notification and communication in the State, yet he fails to withdraw or if the Parties fail to agree on his dismissal, then the Relevant Authority may, upon request of a party, and after hearing the statements and defence of the arbitrator, terminate his mandate, and its decision in this regard shall not be subject to appeal through any means of recourse.
2. The power of the arbitrator shall be personal, and it shall terminate by his death or loss of capacity, of failure to meet any of the appointment requirements. Unless otherwise agreed by the Parties, the death or withdrawal of the person who has appointed the arbitrator shall not revoke the power of the arbitrator.

Article 17- Appointment of a substitute arbitrator

1. If the mandate of an arbitrator terminates by decision on his recusal or dismissal or by his withdrawal or any other reason, a substitute arbitrator shall be appointed according to the procedures that were followed for the appointment of the arbitrator whose mandate has been terminated.
2. After the appointment of a substitute arbitrator, the Parties may agree to retain the procedures that have been previously carried out, and to determine the scope thereof. If the Parties fail to reach an agreement in this regard, the reconstituted

Arbitral Tribunal shall decide on the validity of any of the previous proceedings and the scope thereof. A decision issued by the reconstituted Arbitral Tribunal shall not affect the right of a party to appeal against the proceedings that have been carried out before the reconstitution of the Arbitral Tribunal, on basis of a reason which has arisen before the appointment of the substitute arbitrator.

Article 18- General Jurisdiction to order the arbitration measures

1. The jurisdiction to examine the arbitration matters referred by the present Law to the competent Court shall be according to the applicable procedural laws in the State, and they shall, solely, have the power until all arbitration proceedings are terminated.
2. The president of the Court may order, upon request of a party or upon request of the Arbitral Tribunal, interim or precautionary measures, as he may deem necessary, for the current or future arbitration proceedings, whether before or in the course of the arbitration proceedings.
3. The measures referred to in the preceding Clause of the present Article shall not result in the stay of arbitration proceedings and shall not be considered as waiver of the Arbitration Agreement.
4. If the president of the Court has issued an order as specified in Clause (2) of this Article, then the effect of this order shall not terminate, wholly or partially, except by decision of the president of the Court.

Article 19- The competence of the Arbitral Tribunal to rule on its own jurisdiction

1. The Arbitral Tribunal may rule on a plea that the Tribunal does not have jurisdiction, including a plea based on the non-existence or validity of the Arbitration Agreement, or that such agreement does not govern the subject-matter of the dispute. The Arbitral Tribunal may rule on such matter, either as a preliminary question or in a final arbitral award on the merits of the dispute.
2. If the Arbitral Tribunal rules as a preliminary question that it has jurisdiction, then any party may request, within fifteen (15) days after having received notice of that decision, the Court to decide the matter. The Court shall decide the request within thirty (30) days from the filing registration date of the request with the Court, which decision shall not be subject to appeal through any means of recourse. The arbitration proceedings shall be stayed until said request is decided upon, unless the Arbitral Tribunal decisions to continue the proceedings upon request of a party.
3. The party who requests to continue the arbitration proceedings shall bear the

arbitration expenses if the Court has ruled that the Arbitral Tribunal has no jurisdiction.

Article 20- Time limit to raise a plea that the Arbitral Tribunal lacks jurisdiction

1. A plea that the Arbitral Tribunal does not have jurisdiction shall be raised not later than the submission of the statement of defence by the Respondent, referred to in Article 30 of the Law. A plea that the Arbitration Agreement does not cover the matters raised by the other party during the examination of the dispute, shall be raised not later than the next hearing following that in which the plea that the tribunal does not have jurisdiction was submitted, or otherwise the right to raise such plea shall be forfeited. In all case, the Arbitral Tribunal may admit a later plea if it considers the delay justified.
2. A party is not precluded from raising the pleas mentioned in Clause (1) of the present Article due to the fact that he has appointed, or participated in the appointment of, an arbitrator.

Article 21- Interim or precautionary measures

1. Subject to the provisions of Article 18 of the present Law, and unless otherwise agreed by the Parties, the Arbitral Tribunal may, upon request of a party, or on its own initiative, order either one to take interim or precautionary measures as it may deem necessary and as required by the nature of the dispute, and in particular:
    a. An order to preserve evidence that may be material to the resolution of the dispute.
    b. Taking necessary measures to preserve the goods that constitute a part of the subject-matter of the dispute, such as the order to deposit with third Parties, or to sell perishable goods.
    c. Preserving assets and property of which a subsequent award may be enforced.
    d. Maintaining or restoring the status quo pending determination of the dispute.
    e. Taking 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.
2. The Arbitral Tribunal may require the applicant of interim or precautionary measures to provide appropriate security to cover the costs of these measures, and it may require him to bear all the damage resulting from the enforcement of said orders if the Arbitral Tribunal has decided at a subsequent time his ineligibility to request the issuance of the same.

3. The Arbitral Tribunal may modify, suspend or terminate an interim measure which it has ordered, upon request of a party, or in exceptional cases and upon a prior notice to the Parties, on the tribunal's own initiative.
4. A party in whose interest an interim order is granted and upon a written authorisation from the Arbitral Tribunal, may request the Court to grant an order for the enforcement of the order issued by the Arbitral Tribunal or any part of the same, within fifteen (15) days after having received the request, and copies of the authorisation or enforcement request under this Article shall be sent to all other Parties at the same time.

Chapter 4
Arbitration Proceedings

Article 22- Intervention or joinder of new Parties into Arbitration

The Arbitral Tribunal may authorise the joinder or intervention of a third party into the arbitration dispute whether upon request of a party or upon request of the joining party, provided that he is a party to the Arbitration Agreement after giving all Parties including the third party the opportunity to hear their statements.

Article 23- Determination of the applicable proceedings

(As amended by Decree-Law No. 15 of 2023)

1. The Parties may agree on the procedures that the Arbitral Tribunal should follow in the conduct of the arbitration, including subjecting these procedures to rules implemented in any Arbitration Institution or organization within the State or abroad.
2. If there is no agreement to follow certain procedures, the Arbitral Tribunal may determine the procedures that it may deem appropriate subject to the provisions of the present Law, in compliance with the law and the fundamental principles of justice and international conventions to which the State is a party.

Article 24- Notices

1. Unless otherwise agreed by the Parties, the provisions mentioned in this Clause shall be applicable:
    a. Any written communication shall be considered to have been received: if delivered to the addressee personally, or if delivered at his place of business, habitual residence, or mailing address known by both Parties or specified in the Arbitration Agreement or in the document regulating

the relationship covered by the arbitration. If none of said addresses may be found after conducting a necessary inquiry, a written communication shall be considered to have been received if it is sent to the last-known place of business of the addressee, his habitual residence, or mailing address by a registered letter or through express mail companies or any other means which provides a written proof of attempted delivery. The term "Mailing Address" means any fax number or electronic mail address previously used by the Parties in their transactions with each other or which has been previously used by a party to notify the other party of his communications.

b. The letter shall be considered as received on the day of its delivery in the manner mentioned in the present Law. The letter sent by fax or email shall be considered as received on the date on which it has been sent as shown by its information, provided that there is no indication on any error in the sending process. In all cases, the receipt shall be considered made if received or sent before six in the evening in the country in which the communication was received, and otherwise the receipt shall be considered as made on the next day.

2. For assessment of periods according to the present Law, the period shall start to run on the next day following the receipt of the letter or any other communication. If the last day happens to be an official holiday or a business holiday at the headquarters or place of business of the consignee, then the time limit shall extend to the first following working day. The official holidays or business days which take place during said time limit shall be included in the assessment.
3. The provisions of the present Article shall not apply to communications made in Court proceedings.

Article 25- Waiver of right to object

If a party proceeds with arbitration proceedings knowing that any requirement under the Arbitration Agreement or any of the provisions of the present Law from of which an agreement may be made to the contrary, has not been complied with, where he fails to submit an objection to such violation on the time limit agreed upon or within seven (7) days of the date of becoming aware upon non-agreement, he shall be considered to have waived his to object.

Article 26- Equal treatment of Parties to arbitration

The Parties to the arbitration shall be treated with equality, and each party shall be given an equal and full opportunity to present his claims and defence.

Article 27- Commencement of the arbitration proceedings

1. Unless otherwise agreed by the Parties, the arbitration proceedings shall commence on the next day following the full composition of the Arbitral Tribunal.
2. The notice of a request of arbitration shall be considered as filing of the case for the purposes of imposing the provisional seizure.

Article 28- Arbitration Proceedings and the Place of Arbitration

(As amended by Decree-Law No. 15 of 2023)

1. The Parties may agree to conduct arbitration and determine the place of arbitration physically or virtually through modern technology or technical environments. Failing such agreement, the place of arbitration shall be determined by the Arbitral Tribunal having regard to the circumstances of the case, and convenience of the Parties.
2. The Arbitral Tribunal shall deliver or send the minutes of the hearing to the Parties.
3. The Arbitration Center shall provide the necessary technologies for conducting arbitration proceedings through modern technological means or within technical environments, in accordance with the technical standards and regulations in force in the State.

Article 29- Language of Arbitration

1. Unless otherwise agreed by the Parties, the arbitration proceedings shall be carried out in Arabic.
2. The language agreed upon or determined shall apply to the arbitration proceedings, and to any written statement submitted by the Parties, any oral hearing and any arbitral award, decision or other communication by the Arbitral Tribunal, unless otherwise agreed.
3. Subject to the provisions of Federal Law No. 6 of 2012 on the Regulation of the Profession of Translation, the Arbitral Tribunal may order that all or some written documents submitted in the case shall be accompanied by translation into the language or languages used in the Arbitration. In case there are many languages, translation may be restricted to some of them.

Article 30- Statement of claims and defence

1. Unless otherwise agreed by the Parties or by the Arbitral Tribunal, the Claimant shall, within fourteen (14) days from the date of composition of the Arbitral Tribunal, send to the Respondent and to each arbitrator, a written statement of his claim including his name, address, the name and address of the Respondent, an

explanation of the facts of the claim, the points at issue, and pleas, in addition to any other matter required by the agreement of the Parties to be mentioned in the statement.

2. Unless otherwise agreed by the Parties or by the Arbitral Tribunal, the Respondent shall, within fourteen(14) days from the date of receipt of the statement sent to him by the Claimant which is referred to in the preceding Clause of the present Article, send to the Claimant and to each arbitrator a written statement of biodefence indicating his defence in respect of the Claimant's statements, and he may include in such statement of defence any incidental pleas or counterclaims related to the subject-matter of the dispute, or he may raise aright arising from it, with the intention to claim offset, even if at any subsequent stage of the proceedings if the Arbitral Tribunal considers the delay justified.
3. Unless otherwise agreed by the Parties, either party may amend or supplement his claims or defence or file a counterclaim during the course of the arbitral proceedings, unless the Arbitral Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or due to that such claim is beyond its authority, provided that the Arbitral Tribunal in its decision have due regard to the principles of ligation and the rights of defence.

Article 31- Documents supporting the statements of claim and defence

A party may submit with his statement of claim or defence, as the case may be, copies of all documents he considers to be relevant or may add a reference to all or some of the documents or other evidence he will submit, having due regard to the right of the other party to have access to them. Such matter shall not prejudice the right of the Arbitral Tribunal, at any stage of the proceedings, to request the provision of the original documents or instruments, the basis upon which any party considers relevant, and the right of other Parties to have access to them.

Article 32- Failure of the Parties to comply with their obligations

Subject to the provisions of Article 30 of the present Law, and unless otherwise agreed by the Parties, it is required to comply with the following:

1. If, without acceptable excuse, the Claimant fails to communicate his statement of arbitral claim in accordance with the present Law, and the procedures agreed upon by the Parties, the Arbitral Tribunal may terminate the proceedings, if it believes that there is an undue and inordinate delay by the Claimant in proceeding his claim, and that such delay prevents a fair resolution or results in injustice against the Respondent.

2. If the Respondent fails to submit his statement of defence, the Arbitral Tribunal shall continue the arbitration proceedings without treating such failure in itself as an admission of the Claimant's allegations, and the same provision shall apply in case the Claimant fails to submit his statement of defence against a counterclaim.
3. If, without an acceptable excuse, any party fails to appear at a hearing or to produce documents or to perform any procedure, the Arbitral Tribunal may continue the arbitration proceedings and conclude whatever it may deem appropriate in the light of the acts and the failure of said party, as justified by the circumstances of the arbitration case, and give the award in the dispute on the evidence before it.

Article 33- Arbitration Proceedings and Hearings

(As amended by Decree-Law No. 15 of 2023)

1. Unless otherwise agreed by the Parties, arbitration proceedings and hearings shall be confidential.
2. Unless otherwise agreed by the Parties, the Arbitral tribunal may decide whether to hold oral hearings to present evidence or oral arguments, or whether to proceed with a process that is "documents only" with the Parties submitting documents and other material evidence. The Arbitral Tribunal may decide to hold these hearings at an appropriate state of the proceedings at the request of a party.
3. The Arbitral Tribunal shall notify the Parties of the dates of the hearings, in sufficient time before said hearings as the Arbitral Tribunal may deem appropriate.
4. The Parties may, on their own costs, seek the assistance of experts and legal representatives such as attorneys and others to represent them before the Arbitral Tribunal. The Arbitral Tribunal may request any party to submit documents proving the capacity of the representative in the form specified by the Tribunal.
5. A summary of the facts of each hearing held by the Arbitral Tribunal shall be inscribed in a minute, a copy of which is delivered to each party.
6. Unless otherwise agreed by the Parties, the statements of the witnesses including experts may be heard according to the applicable laws in the State.
7. Unless otherwise agreed by the Parties, the Arbitral Tribunal has the discretion to determine the rules of evidence that must be followed in the event that the applicable law lacks the necessary evidence laws to adjudicate the dispute, provided that these rules do not conflict with public order.
8. The Arbitral Tribunal shall have a discretionary power to determine the admissibility and weight of the evidence presented by any party regarding a fact or expert opinion and determine the time, method and format in which such evidence is exchanged between the Parties and how it is presented.

Article 34- Assistance of Experts

1. Unless otherwise agreed by the Parties, the Arbitral Tribunal may appoint one or more experts to submit his report, and it may determine his task and term. A copy of its decision shall be sent to the Parties.
2. A party shall give the expert the information related to the dispute, or to produce or to provide access to any relevant documents, goods, real estates, or other movable or immovable property related to the dispute for his inspection and examination. The Arbitral Tribunal shall decide on each dispute arising between the expert and any party in this regard.
3. The expert, before his appointment is accepted, shall submit to the Arbitral Tribunal and the Parties, a statement of his qualifications and an acknowledgment of his impartiality and independence. Any party shall notify the Arbitral Tribunal, within the time limit specified by the Authority in the decision, of any objection to the appointment of the expert. The Arbitral Tribunal shall rule on any objection to the appointment of said expert. The decision shall be binding in this regard.
4. No party may object to the qualifications of the expert, or to his impartiality or independence unless the objection is based on reasons that the party has become aware of after the appointment of said expert.
5. The Arbitral Tribunal shall send to the Parties a copy of the report of the expert immediately upon its deposit, and it shall give them the opportunity to comment on said report within the specified time limits.
6. The Arbitral Tribunal may, on its own initiative or at the request of a party after the filing of the report of the expert, hold a hearing to hear the statements of the experts, where the Parties have been given the opportunity to put questions to him on the matters mentioned in his report and to inspect any document on which his report is based. A party may seek the assistance of one or more experts appointed by him to give his opinion on the points at issue included in the report of the expert who is appointed by the Arbitral Tribunal, unless otherwise agreed by the Parties, subject to the provisions mentioned in Article 33 of the present Law.
7. The fees and expenses of the expert appointed by the Arbitral Tribunal based on this Article shall be borne by the Parties as determined by the Arbitral Tribunal.

Article 35- Testimony of witnesses

The Arbitral Tribunal may hear the testimony of witnesses including the expert witnesses, by the modern means of communication which do not require them to appear in person at the hearing.

Article 36- The power of the Court to order the production of evidence

1. The Arbitral Tribunal may, on its own initiative or upon request of a party, seek the assistance of the Court in taking evidence, and the Court may execute the request, within its competence, and require attendance of witnesses before the Arbitral Tribunal, to submit and give oral testimony, or to present the documents or any evidence thereof.
2. The request shall be submitted to the president of the Court, and he may determine any of the following:
    a. Sentencing the witnesses who fail to appear or abstain from answering without legal justification with the penalties prescribed in the applicable laws in the State.
    b. Rendering a decision requiring a third party to produce a document in his possession which is significant to resolve the dispute.
    c. Issuing a letter rogatory.

Chapter 5
Arbitral Award

Article 37- Application of the law of choice on the substance of dispute

1. The Arbitral Tribunal shall decide on the dispute in accordance with rules of law chosen by the Parties as applicable to the substance of the dispute. Any designation of the law of a given State shall be construed as a reference to the substantive rules of that law and not to the conflict of laws, and provided that it is not contrary to the public order and morality in the State, unless otherwise agreed by the Parties.
2. If the Parties agree that the legal relationship between them is subject to the provisions of a Model contract, international agreement or any other document, then said provisions including special arbitration clauses shall be applicable provided that they are not contrary to the public order and morality in the State.

Article 38- The power of the Arbitral Tribunal in determining the applicable law on the substance of the dispute

1. If the Parties fail to agree on the rules of law applicable to the substance of the dispute, the Arbitral Tribunal shall apply the substantive rules of the law which it considers to have the closest connection with the substance of the dispute.
2. When deciding the merits of the dispute, the Arbitral Tribunal shall take into account the terms of the contract, which is the subject-matter of the dispute, and any relevant usages applicable to the transaction and between the Parties.

3. The Arbitral Tribunal may decide on the merits of the dispute ex aequo et bono or as amiable compositeur, without observing the provisions of the present Law, only if the Parties have expressly agreed or authorised it to do so.

Article 39- Interim and summary awards

1. The Arbitral Tribunal may issue interim awards or awards in part of the claims, before the issuance of the award terminating the dispute.
2. The interim awards of the Arbitral Tribunal shall be enforceable before the Courts by an order on petition issued by the president of the Court or his delegate.

Article 40- Arbitral award on agreed terms

If, before the issuance of the final judgment in the litigation, the Parties agree to settle the dispute amicably, then they may request that the terms of the settlement be recorded by the Arbitral Tribunal. In this case, the Arbitral Tribunal shall give an Arbitral Award on agreed terms including the terms of the settlement and ending the proceedings. This Award shall have the same effects as the arbitrators' awards.

Article 41- The form and contents of the Arbitral Award

1. The Arbitral Award shall be made in writing.
2. The Arbitral Award shall be signed by the majority of all members if the Arbitral Tribunal is composed of more than one arbitrator. If the award is not signed by the majority of the arbitrators, then the president of the Arbitral Tribunal shall give the award unless otherwise agreed by the Parties. In this case, the dissenting reasons shall be written or attached, and shall be considered an integral part of the award.
3. The arbitrators shall sign the award, or otherwise the reason for any omitted signature shall be stated. The award shall be valid if signed by the majority of the arbitrators.
4. The Arbitral Award shall be justified, unless otherwise agreed by the Parties or if the law applicable to the arbitration proceedings do not require that the grounds of the award be stated.
5. The Arbitral Award shall mention the names of litigants, their addresses, the names of arbitrators, their nationalities and addresses, in addition to the Arbitration Agreement, and a summary of the claims of the litigants, statements, documents and the operative part of the award, and the award's reasoning if their statement is mandatory, in addition to the date and place of issuance.
6. The arbitral award shall be considered issued in the place of arbitration according to Article 28 of the present Law, even if it is signed by the members of the Arbitral

Tribunal outside the place of arbitration, and regardless of the signing method, whether carried out in the presence of the members of the Arbitral Tribunal or if the award is sent to be signed by each member separately, or by electronic method, unless otherwise agreed by the Parties.

7. Unless otherwise agreed by the Parties, the date of issuance of the award is the date on which the award was signed by the sole arbitrator, or by the last signature of the arbitrators in case more than one arbitrator is found.

Article 42- Date of the award terminating the dispute

1. The Arbitral Tribunal shall give the award terminating the dispute, within the time limit agreed by the Parties. If there is no agreement on a specified time limit or a method to determine said date, the award shall be rendered within six months from the date of the first hearing of the arbitration proceedings. Moreover, the Arbitral Tribunal may decide to extend the period up to no more than six (6) additional months, unless otherwise agreed by the Parties.
2. The Arbitral Tribunal or any party may, in case of non-issuance of the Arbitral Award and after the termination of the period mentioned in Clause (1) of this Article, request the Court to issue a decision determining an additional period for rendering the Arbitral Award or ending the arbitration proceedings, if necessary, and it may extend said period according to the conditions that it may deem appropriate. Unless otherwise agreed by the Parties, its decision in this regard shall be deemed final.
3. If the Court renders a decision ending the arbitration proceedings, then any party may file his case with the competent Court of original jurisdiction.

Article 43- Deciding on Incidental Matters

If, during the arbitration proceedings, a matter falling beyond the scope of jurisdiction of the Arbitral Tribunal is raised, or a plea of forgery is raised regarding a document that has been submitted to it, and criminal measures were pursued or for any other claim, the Arbitral Tribunal may proceed in examining the merits of the dispute if it considers that a ruling on such matter, or on the forgery of the document, or the other criminal act, would not affect the outcome of the case. Otherwise, it shall stay the proceedings until a final decision is issued in this regard. This shall result in suspending the date fixed for the rendering of the Arbitral Award, and the time limit shall start to run again from the next day following the date of notification of the Arbitral Tribunal of the end of reason for suspension.

Article 44- Notification of the Arbitral Award

Subject to the provisions of Article 47 of the present Law, the Arbitral Tribunal shall notify all Parties of the Award by delivering each of them an original copy or a copy of the same signed by the Arbitral Tribunal, within fifteen (15) days from the date of the award.

Article 45- Termination of arbitration proceedings

1. The arbitration proceedings shall be terminated by the issuance of the award terminating the dispute by the Arbitral Tribunal.
2. The Arbitral Tribunal shall terminate the proceedings in any of the following cases:
    a. If the Parties agree on the termination of the arbitration proceedings according to the provisions of the present Law.
    b. If the Claimant abandons the arbitration case unless the Arbitral Tribunal, upon a request of the Respondent, recognises a serious interest on his part in continuing the proceedings until the dispute is resolved.
    c. If the Arbitral Tribunal finds that the continuation of the arbitration has for any other reason become unnecessary or impossible.

Article 46- Costs of the Arbitration

1. Unless otherwise agreed by the Parties, the Arbitral Tribunal shall assess the costs of the Arbitration, including; the fees and expenses incurred by any member in the Arbitral Tribunal for the purpose of execution of his tasks, and the costs of appointment of experts by the Arbitral Tribunal.
2. The Arbitral Tribunal may order that all or some of the costs set out in Clause (1) of this Article be borne by a party. The Court may, upon request of a party, amend the fees or costs assessed by the arbitrator to commensurate with the effort exerted, the nature of the dispute and the expertise of the arbitrator.
3. No claims may be submitted to the Court to reconsider the amount of costs if there is an agreement to fix the same.

Article 47- Non-delivery of the award in case of failure to settle the expenses

1. Without prejudice to the right of arbitrators to have recourse against the Parties for their fees and expenses, the Arbitral Tribunal may refuse to deliver the final arbitral award to the Parties in case of failure to settle all the costs of arbitration.
2. If the Arbitral Tribunal has refused to deliver the award according to the provisions of Clause (1) of this Article, a party may submit a request to the Court after

notifying the other Parties and the Arbitral Tribunal to require the Arbitral Tribunal to deliver the award to the Parties, after proving the settlement of all fees and expenses requested by the Arbitral Tribunal or those fixed by the Court according to Article 46 of the present Law.

Article 48- Confidentiality of the arbitrators' awards

The arbitrators' awards shall be confidential, and they may not be published in whole or in part, unless with the written approval of the Parties. The publication of the judicial judgments which cover the arbitration award shall not be considered a violation of this principle.

Article 49- Interpretation of the arbitral award

1. Immediately upon the issuance of the arbitral award, the Arbitral Tribunal shall no more have the authority to decide on any of the matters covered by the arbitration award. Nevertheless, any of the Parties may submit a request to the Arbitral Tribunal, within thirty (30) days following the date of receipt of the arbitral award, for the interpretation of any ambiguity in the operative part of the award, unless the Parties agree on other procedures or periods. The applicant for interpretation shall notify the other party of such request before it is submitted to the Arbitral Tribunal.
2. If the Arbitral Tribunal considers the request for interpretation to be justified, then it shall give a decision on the interpretation, in writing, within thirty (30) days following the filing date of the request with the Authority. This time limit may be extended for another fifteen (15) days as it may consider the request justified.
3. The decision on the interpretation shall be considered supplementary to the arbitral award interpreted and shall it be subject to the rules applicable to it.

Article 50- Correction of the material errors in the arbitral award

1. The Arbitral Tribunal shall correct in its award any material errors either clerical or in computation, by virtue of decision issued on its own initiative or at the request of a party after notifying the other Parties. The request shall be submitted within thirty (30) days following the receipt of the arbitral award unless the Parties agree on other procedures or periods. The Arbitral Tribunal shall correct the award within thirty (30) days following the date of issuance of the award or submission of the correction request, as the case may be, and it may extend the period for another fifteen (15) days as it may consider the request justified.
2. The decision of correction shall be issued in writing by the Arbitral Tribunal, and it shall be notified to the Parties within fifteen (15) days from the date of its issuance.

3. The decision on correction shall be considered supplementary to the Arbitral Award and it shall be subject to the rules applicable to it.

Article 51- The additional arbitral award

1. Any party may request the Arbitral Tribunal, within thirty (30) days following the receipt of the arbitral ward, to issue an additional arbitral award as to claims submitted in the proceedings but omitted by the arbitral awards. The application shall notify all the Parties of the request.
2. If the Arbitral Tribunal considers the request referred to in Clause (1) of this Article to be justified, then it shall make the award within sixty (60) days from the filing date of the request, and it may extend this period for another thirty (30) days.
3. The additional arbitral award shall be considered supplementary to the arbitral award and it shall be subject to the rules applicable to it.
4. If the Tribunal does not issue the arbitral award according to the provisions of this Article, and the two Articles 49 and 50 of the present Law, the concerned party shall submit a request to the Court to do so.

Article 52- The binding force of the arbitral award

The arbitral award issued according to the provisions of the present Law shall be binding to the Parties and have the force of res judicata and same enforceability as if it is a Court judgment, provided that a decision recognised by the Court is obtained for its enforcement.

Article 53- Objection to the arbitral award

1. An objection against an arbitral award may not be accepted unless by lodging an action in nullity with the Court or during the examination of the request for recognition of the award, and the applicant for annulment shall provide a proof that:
    a. There was no Arbitration Agreement, or such agreement was null and void, or forfeited pursuant to the Law chosen by the Parties, or according to the present Law if no reference is made to a certain law.
    b. A party was, at the time of conclusion the Arbitration Agreement, incapacitated or lacking capacity according to the Law governing his legal capacity.
    c. A party has no legal capacity to act in the disputed right, according to the law governing his legal capacity, set out in Article 4 of the present Law.
    d. A party to the arbitration was unable to submit his statement of defence due to that he was not given a proper notice of the appointment of an

arbitrator or of the arbitration proceedings, or due to the failure of the Arbitral Tribunal to comply with the principles of litigation or for any other reason beyond his will.

e. The arbitral award has not applied the law agreed by the Parties to cover to the subject-matter of the dispute.

f. The composition of the Arbitral Tribunal or appointment of an arbitrator has been made contrary to the provisions of the present Law or the agreement of the Parties.

g. The arbitration proceedings are void in such a way that has influenced the award, or if the arbitral award was issued after the termination of its specified period.

h. The arbitral award has decided on matters not covered by the Arbitration Agreement or falling beyond the scope of said arbitration. Nevertheless, if the decision on matters submitted to arbitration can be separated from those not so submitted, then only the last said parts of the award may be deemed null and void.

2. The Court shall, on its own initiative, nullify the arbitral award, if it finds any of the following:

   a. That the subject-matter of the dispute is not capable of settlement by arbitration.

   b. That the arbitral award is in conflict with the public order and the public morality of the State.

Article 54- An action in nullity of the arbitral award

1. The award issued by the Court regarding the action in nullity shall be final and may only be subject to appeal by cassation.
2. The action in nullity of the arbitral award shall not be heard after thirty (30) days have elapsed following the date of notification of the arbitral award to the applicant requesting the nullification.
3. The nullification of the arbitral award shall result in the termination of the award in whole or in part, according to whether full or partial nullification is rendered. If decision for the interpretation of the annulled part is issued, then such decision shall accordingly be terminated.
4. Unless otherwise agreed by the Parties, the Arbitration Agreement shall remain effective according to the provisions of the present Law after the nullification of the arbitral award, unless such nullification is based on that the agreement itself does not exist, or upon the forfeiture of its term, or its nullity, that it is incapable

of being performed.

5. The waiver of the plaintiff's right to file an action in nullity before the issuance of the arbitral award shall not prevent the admissibility of the action.
6. The Court requested to nullify the arbitral award may stay the nullification procedures for a period not exceeding sixty (60) days, as it may deem appropriate, at the request of a party, in order to grant the Arbitral Tribunal an opportunity to make any procedure or amendment to the form of the award in a way that may remove the reasons for nullification without affecting the contents of the award.

Article 55- Enforcement of an arbitral award

1. Any person willing to enforce an arbitral award shall submit a request for the recognition of the arbitral award and the issuance of an enforcement order to the president of the Court, provided that it is associated with the following:
    a. The original award or a duly certified copy thereof.
    b. A copy of the Arbitration Agreement.
    c. A translation into Arabic of the arbitral award duly certified by a duly recognized entity, if the award is made in another language.
    d. A copy of the minutes of deposit of the award in the Court.
2. The president of the Court or a delegated judge shall order the recognition of the arbitral award and its enforcement within sixty (60) days from the filing date of the request for recognition and enforcement, unless one or more reasons for the nullification of the arbitral award are furnished proving any of the cases mentioned in Clause (1) of Article 53 of the present Law.

Article 56- Stay of enforcement of an arbitral award

1. The filing of an action in nullity of an arbitral award shall not result in the stay of enforcement of the award. Nevertheless, the Court which is examining the action in nullity of the arbitral award may order the stay of enforcement at the request of a party if the request is based on serious grounds.
2. The Court shall decide on the request for stay of enforcement within fifteen (15) days from the date of the first hearing fixed for its examination.
3. If the Court has decided to stay the enforcement, it may order the applicant of such request to submit a financial guarantee or security. The Court is required to decide on the action in nullity within sixty (60) days from the date of issuance of said decision.

Article 57- Recourse against the enforcement of the arbitral award

A grievance may be filed against the decision of the Court ordering or denying the enforcement of the arbitral award with the competent appeal Court, within thirty (30) days from the next day of notification.

Chapter 6
Final Provisions

Article 58- The action charter and lists of arbitrators

1. The Minister of Economy shall issue the action charter of the arbitrators in coordination with the Arbitration Institutions in the State.
2. The Minister of Justice or the president of the competent judicial authority shall set down the lists of arbitrators, from among whom the arbitrators are chosen, according to the provision of Article 11 of the present Law.

Article 59- Application of the law in terms of time

The provisions of the present Law shall apply to each arbitration which is existing at the time of its implementation, even if based on a previous Arbitration Agreement, provided that the proceedings performed according to the provisions of any previous legislation remain valid.

Article 60- Abrogation of the provisions on arbitration in the Civil Procedure Law

1. The Articles from 203 to 218 of the aforementioned Federal Law No. 11 of 1992 shall be abrogated, provided that the proceedings performed according to them remain valid.
2. Any provision contrary to the provisions of the present Law shall be abrogated.

Article 61- Publication and entry into force of the Law

The present Law shall be published in the official gazette and shall come into force one month from the next day following the its publication date.

Issued by us
At the Presidential Palace in Abu Dhabi
On 17 Shaaban 1439 H
Corresponding to 3 Mai 2018

Khalifa bin Zayed Al Nahyan
President of the United Arab Emirates State

The present Federal Law was published in the Official Gazette, Issue No. 630, P. 27

FEDERAL DECREE-LAW NO. 42 OF 2022 ON CIVIL PROCEDURES LAW

Chapter IV. Enforcement of Foreign Judgments, Orders and Deeds

Article 222

1. Judgments and orders issued in a foreign country may be ordered to be enforced in the UAE on the same conditions as prescribed in the laws of that country for the enforcement of similar judgments and orders issued in the UAE;
2. An enforcement order shall be applied for under a petition submitted by a concerned party to the Execution Judge who should issue his order within five (5) working days from the date of filing the petition. Such order may be appealed pursuant to the same rules and procedures as filing an appeal for judgments. Enforcement may not be ordered until the following has been verified:
    a. That the UAE courts do not have exclusive jurisdiction in the dispute in which the judgment has been given or the order made, and that the foreign courts which issued it have jurisdiction therein under the international rules for legal jurisdiction prescribed in their laws;
    b. That the judgment or order has been issued by a court having jurisdiction under the law of the country in which it was issued, and is duly attested;
    c. That the opposing parties in the case in which the judgment was given were summoned to appear and duly appeared;
    d. That the judgment or the order has acquired the force of a res judicata under the law of the court which issued it, and to submit a certificate stating that the judgment has acquired the force of a res judicata or the judgment itself provides for the same;
    e. That the judgment does not conflict with a judgment or order previously issued from a court in the UAE and contains nothing in breach of public morals or order in the UAE.
3. The execution judge is entitled to request the supportive documents to the petition before issuance of his decision

Article 223

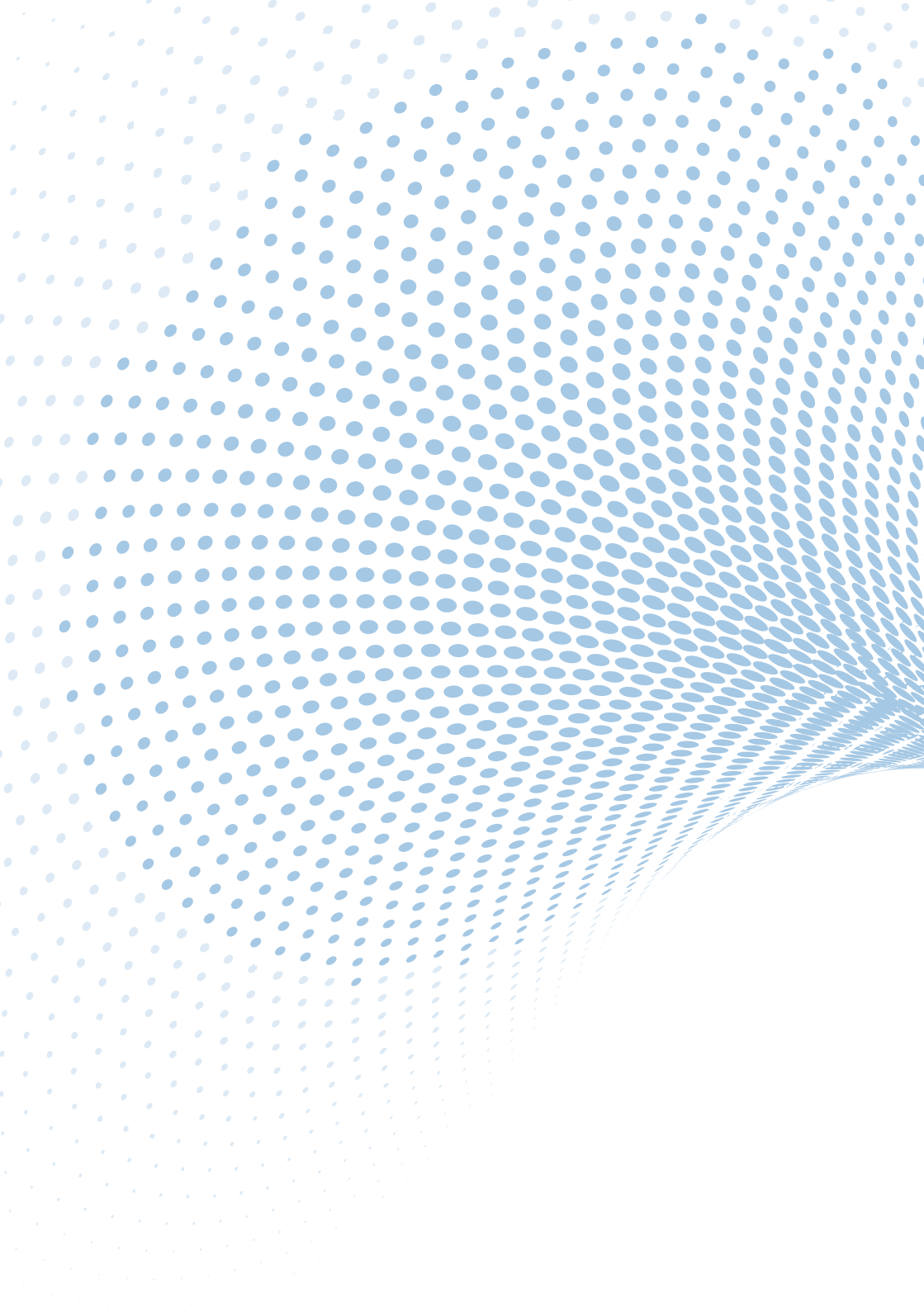
The provisions of Article 222 shall apply on the arbitration awards issued in a foreign country and such awards must be issued in an arbitrable matter according to the UAE Laws and be enforceable in the country where it was issued.

Article 224

1. The authenticated documents in writing and conciliation reports authenticated by courts in a foreign country may be executed in the state under the same conditions specified in the law of that country, in order to execute the similar ones issued in the state.
2. The execution writ referred to in paragraph (1) must be sought by means of a petition submitted to the execution judge under the same procedures and conditions as specified in paragraph (2) of Article 222 of this law. Execution shall not be carried out until after verifying that the document/report fulfills the conditions required for its enforceability as per the laws of the country of its origin, in addition to verifying that it does not contravene the morals and public order in the state.

Article 225

The rules laid down in the foregoing articles shall be without prejudice to the provisions of conventions between the UAE and other countries in relation to enforcement of foreign judgment, orders and deeds.



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