



غرفة قطر

**QATAR CHAMBER**

مركز قطر الدولي للتوفيق والتحكيم

QATAR INTERNATIONAL CENTER  
FOR CONCILIATION AND ARBITRATION

# ARBITRATION RULES

In force for cases registered from  
1 January 2025



**Qatar International Center  
for Conciliation and Arbitration**

**2024**

[www.qicca.org](http://www.qicca.org)







Qatar International Center for  
Conciliation and Arbitration  
“QICCA”

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Arbitration Rules  
2024

**In the name of God, the most gracious, the  
most merciful**

**Indeed, Allah commands you to return trusts  
to their rightful owners; and when you judge  
between people, judge with fairness. What  
a noble commandment from Allah to you!  
Surely Allah is All-Hearing, All-Seeing.**

**Surah An-Nisa (58)**

# Introduction

## Overview:

- Qatar International Center for Conciliation and Arbitration (QICCA) was established on 20/09/2006 by virtue of a resolution of the Board of Directors of the Qatar Chamber of Commerce and Industry to create an efficient and swift mechanism to settle disputes between national commercial companies; and between national commercial companies and similar foreign companies.
- QICCA has been established in order to provide the institutional arbitration services in line with the provisions of Article 4 of Law No. 11 of 1990 establishing the Qatar Chamber of Commerce and Industry.
- QICCA became a member of the International Federation of Commercial Arbitration Institutions (IFCAI) since its establishment date and continues to be a member until date.
- QICCA has a list of national and international arbitrators, mediators, experts including prominent figures and high profile from all over the world with diverse specializations.

## Objectives of QICCA:

- Provide alternative dispute resolution services (ADR) such as conciliation, mediation and arbitration for local and international commercial disputes in accordance with the Conciliation and Arbitration Rules of the Center.
- Provide the members of the Qatar Chamber of Commerce with the advices and all services necessary to settle commercial disputes.
- Promote and Increase awareness regarding alternative dispute resolution (ADR).
- Develop cooperation between QICCA and other regional and international arbitration centers and institutions.
- Organize international conferences and seminars, workshops, and training courses.
- Develop and maintain unique and detailed lists for high profile Arbitrator, mediator and experts.

- Undertake any other tasks that are necessary to achieve and promote the Center's objectives and vision.

## The QICCA Arbitration Rules since its establishment.

At its initial establishment, the Center relied on the UNCITRAL Arbitration Rules which consist of a set of rules and guidelines deal with various aspects of international commercial arbitration.

During the year of 2021, the Center worked on introducing amendments to the QICCA Conciliation and Arbitration Rules, as reflected in the present Rules which were adopted by the Board of Directors on 15/09/2024.

These Rules aim to provide a comprehensive and uniform legal framework for all commercial arbitration, conciliation and mediation procedures in a manner that promotes confidence in the Alternative Dispute Resolution (ADR) systems.

These Rules are considered vital reference for arbitrators, mediators, practitioners and all parties involved in commercial arbitration in Qatar and in the region. For instance, they can be used as basis for drafting the arbitration agreement itself, as a tool to guide the parties during the negotiation and preparation of commercial contracts, and to regulate and govern all the aspects and procedures of the arbitration process.

## For Further Details:

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## Model Clauses

Parties wishing to proceed with arbitration under the rules of the Qatar International Center for Conciliation and Arbitration or Qatar Chamber of Commerce may do so by adding the following model arbitration clause to their agreement / contract / subcontract:

### **Arbitration Model Clause:**

Any disputes or controversies arising out of or having a connection with this contract, including, inter alia, the existence, execution, interpretation, termination or validity of the contract, shall be referred to and finally resolved by arbitration in accordance with of the Qatar International Center for Conciliation and Arbitration's Arbitration Rules in effect at the time of applying for arbitration by \_ arbitrator (s) appointed in accordance with the said rules. The language of the arbitration proceedings shall be English, and the Seat of Arbitration shall be Doha.

### **Notes:**

Parties wishing to proceed with arbitration under the rules of the Qatar International Center for Conciliation and Arbitration or Qatar Chamber of Commerce are recommended to provide for and include in their arbitration clause "the numbers of arbitrators and the seat of arbitration as well as the language of the procedures".

# ARBITRATION RULES

## Chapter I: Introductory Provisions

Article 1: Definitions.

Article 2: The Center and its Tasks.

Article 3: Scope of Application.

Article 4: Correspondence and Calculation of Time Limits.

Article 5: Notice of Arbitration.

Article 6: Response to the Notice of Arbitration.

Article 7: Representation and Assistance.

Article 8: Non-acceptance of Registration of the Arbitration Claim or not proceeding with the Arbitration.

Article 9: Third Party Funding of Arbitration.

Article 10: Consolidation of Arbitrations.

## Chapter II: Arbitral Tribunal

Article 11: Determination of the Number of Arbitrators.

Article 12: Appointment of a Sole Arbitrator.

Article 13: Appointment of the Arbitral Tribunal.

Article 14: Constitution of the Arbitral Tribunal in the Event of Multiple Parties.

Article 15: Impartiality and Independence of the Arbitrator.

Article 16: Dismissal of the Arbitrator.

Article 17: Challenge of the Arbitrator.

Article 18: Replacement of the Arbitrator.

## **Chapter III: Arbitral Proceedings**

Article 19: Transmission of the File to the Arbitral Tribunal.

Article 20: Conduct of the Proceedings.

Article 21: Joinder.

Article 22: Time Limit for issuing the Final Arbitral Award.

Article 23: Seat of Arbitration.

Article 24: Language of Arbitration.

Article 25: Secretary of the Arbitral Tribunal.

Article 26: Statement of Claim.

Article 27: Statement of Defense.

Article 28: Amendments to the Claim or the Defense.

Article 29: Objection to the Jurisdiction of the Arbitral Tribunal.

Article 30: Other Written Statements.

Article 31: Deadlines.

Article 32: Evidences and Witnesses.

Article 33: Expert Evidence.

Article 34: Hearings.

Article 35: Communications between the Arbitral Tribunal and the Parties.

Article 36: Default.

Article 37: Conservatory and Interim Measures.

Article 38: Law Applicable to the Merits of the Dispute.

Article 39: Closure of Proceedings.

Article 40: Waiver of the Right to Object.

Article 41: Suspension and Termination of the Arbitral Proceedings.



## **Chapter IV: Expedited Arbitration Procedures**

Article 42: Applicability of Expedited Arbitration Procedures.

Article 43: Scope of Application of Expedited Arbitration Procedures.

Article 44: Amendment to the amount of the Claim or Counterclaim.

Article 45: Notice of Arbitration and Response.

Article 46: Constitution of the Arbitral Tribunal.

Article 47: Conduct and Obligations of the Parties and the Arbitral Tribunal.

Article 48: Mode of Proceedings.

Article 49: Time Limit for the issuance of the Final Award under Expedited Procedures.

## **Chapter V: Emergency Arbitrator Procedures**

Article 50: Submission of the Application.

Article 51: Content of the Application.

Article 52: Payment of Fees.

Article 53: Appointment of Emergency Arbitrator.

Article 54: Impartiality, Independence, and Challenge of the Emergency Arbitrator.

Article 55: Emergency Arbitrator Proceedings.

Article 56: Powers of the Emergency Arbitrator.

Article 57: Determination of Application.

Article 58: Forms and Merits of the Emergency Relief.

Article 59: Issuance of the Award or Order of the Emergency Arbitrator.

Article 60: Initial Allocation of Expenses and Charges.

Article 61: Membership of the Emergency Arbitrator in the Arbitral Tribunal.

## **Chapter VI: Arbitral Award**

Article 62: Awards, Decisions and Procedural Orders.

Article 63: Form and Effect of the Arbitral Award.

Article 64: Interpretation of the Arbitral Award.

Article 65: Correction of the Arbitral Award.

Article 66: Additional Arbitral Award.

Article 67: Additional Copies of the Arbitral Award.

## **Chapter VII: Miscellaneous Provisions**

Article 68: Language and interpretation of Rules.

Article 69: Confidentiality.

Article 70: Retrieval and Disposal of Documents.

Article 71: Exclusion of Liability.

Article 72: Request for Certificates Related to Arbitral Proceedings.

## **Chapter VIII: Arbitration Costs**

Article 73: Definition of Costs.

Article 74: Registration Fee.

Article 75: Administrative Expenses.

Article 76: Fees of the Arbitral Tribunal.

Article 77: Deposit of Arbitration Costs.

Article 78: Allocation of Arbitration Costs.

## **Appendices:**

Table (1): Registration Fee and Administrative Expenses.

Table (2): The Fees of The Arbitral Tribunal.

Table (3): The Registration Fee, The Administrative Expenses and The Fees of the Emergency Arbitrator.

## Chapter I: Introductory Provisions

### Article 1: Definitions

- 1.1 In applying the provisions of these Rules, the following words shall have the meanings assigned thereto:
- a- Center: Qatar International Center for Conciliation and Arbitration.
  - b- Committee: The Conciliation and Arbitration Committee which is appointed in accordance with the Center's Statute.
  - c- Rules: The Arbitration Rules in effect on the date of submission of the Notice of Arbitration.
  - d- Arbitral Tribunal: a panel constituted with an uneven number of one or more arbitrator(s) to settle the dispute referred to arbitration.
  - e- Claimant: the party or parties initiating an arbitration or submitting the Notice of Arbitration.
  - f- Respondent: the party or parties against whom an arbitration is initiated, or a Notice of Arbitration is filed.
  - g- Party / Parties: The Claimant (s) and / or the Respondent (s).
  - h- Arbitration Claim: any claim submitted by the Claimant against the Respondent.
  - i- Counterclaim: any counterclaim submitted by the Respondent against the Claimant.
  - j- Procedural Orders / Awards: orders and decisions issued by the Arbitral Tribunal from time to time to conduct the arbitration proceedings.
  - k- Arbitral Award: includes any partial, final, or interim award and any additional or supplementary award issued by the Arbitral Tribunal.
  - l- Ordinary Procedures: the procedures and provisions set forth in the Rules except for Chapter III.

- m- Expedited Procedures: the procedures and provisions set forth in Chapter IV of these Rules.
  - n- Emergency Arbitrator: an arbitrator appointed in accordance with the provisions of Chapter V of these Rules.
  - o- Lists: lists of arbitrators, technical experts (expert witnesses), and secretaries maintained by the Center.
- 1.2 Where appropriate in these Rules, words importing the singular shall include the plural and words importing the masculine gender shall include the feminine gender and vice versa.

## Article 2: The Center and its Tasks

- a. The Center shall conduct its functions impartially and independently from Qatar Chamber of Commerce and Industry.
- b. The Center shall have administrative independence to the extent necessary to perform its entrusted mission independently and impartially.
- c. The Center does not resolve or settle the disputes presented before it by itself. Rather, such dispute shall be settled by Arbitral Tribunals appointed in accordance with these Rules.
- d. The Center has supervisory authority over the arbitration proceedings referred to the Center, in order to ensure their compliance with these Rules, articles of corporation of the Center and the relevant applicable laws.
- e. Subject to these Rules, and the articles of corporation of the center, the Conciliation and Arbitration Committee shall be composed of a group of legal experts, practitioners and senior specialists in international arbitration and alternative dispute resolution, in order to carry out its duties in accordance with these Rules and/or express its opinions and advice on all matters and issues presented before the Center.
- f. The Committee may, upon the request of the Center, express its opinion and advice on all the matters and

- issues presented before the Center.
- g. The Center shall maintain a list of arbitrators and technical experts in accordance with specific procedures set out in particular regulations adopted by the Center.
  - h. The parties to the arbitration may nominate members of the Committee as arbitrators, in accordance with the procedures set out in these Rules taking into consideration avoiding any conflict of interest.
  - i. When holding Committee's meetings regarding issues related to the Center and / or selecting any persons to be part of committees or take decisions on issues presented to the Center, the involvement of those who may have any conflict of interest shall be avoided. This obligation shall also apply to all works entrusted to the Center and its employees.
  - j. The Center, its employees and members of the Committee shall conduct their duties with complete independence and impartiality and keep confidential data and information of the arbitration requests or proceedings before the Center and any other matters related to their tasks.

### Article 3: Scope of Application

- 3.1 Where the parties, whether public or private law persons, have agreed that disputes arising or may arise between them in respect of a specific legal relationship, whether contractual or not, shall be referred to arbitration under the Arbitration Rules of the Qatar International Center for Conciliation and Arbitration, or before Qatar Chamber of Commerce and Industry, then these Rules shall govern the arbitration proceedings.
- 3.2 Where the parties have agreed to refer any dispute to arbitration in accordance with the Rules of Qatar International Center for Conciliation and Arbitration or the Qatar Chamber of Commerce and Industry, the parties accept that the arbitration proceedings shall be administered and conducted in accordance with the provisions and procedures set forth in the Rules in effect on the date of

commencement of the arbitration proceedings.

- 3.3 In ad-hoc arbitrations, the parties may agree to apply provisions contrary to these Rules, if the Center is designated to provide administrative or technical support or as an “another authority” as prescribed by Article 6 of the Arbitration Law in Civil and Commercial matters promulgated by Law No. (2) Of 2017 or any other subsequent law.
- 3.4 These Rules shall govern the arbitral proceedings except where any of these Rules is in conflict with the provision of the procedural law applicable to the arbitration, from which the parties cannot derogate, in such circumstances the law provision shall prevail.
- 3.5 Any matter which is not expressly provided for in the Rules, the Center and the Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate, in line with the Guidelines published by the Center and the international best practice, to ensure the efficient and fair resolution of disputes between the parties.

### **Article 4: Correspondence and Calculation of Time Limits**

- 4.1 All correspondence, notices, memoranda, or any other correspondence exchanged between the Center and the parties, their representatives or proxies, or between the parties, the Arbitral Tribunal, experts, and witnesses shall be transmitted, either by hand to the addressee, or by registered mail or courier service to its postal address indicated in the document containing the parties’ arbitration agreement, or by facsimile to the fax number indicated in such document or to its place of business, to its habitual residence.
- 4.2 All correspondence and notices provided for in paragraph (1) above may be exchanged digitally by e-mail to the addressee and / or by any other electronic system acceptable to or implemented by the Center as per its applicable case management system.

- 4.3 If none of the addresses referred to in the paragraphs 1 and 2 above can be found after due inquiry, the correspondence or notices shall be deemed to have been received if sent to the addressee's last known place of business or habitual residence, or to an address that has been used for communications between the parties in their previous transactions, or to a known postal address, e-mail address or fax number of the addressee, by virtue of a registered correspondence or by any means of communication that provides or allows for a record of its transmission
- 4.4 A written notice or letter sent by fax or e-mail shall be deemed to have been received on the date on which it was sent, unless the sender receives an automatic message stating that there has been an error in the transmission.
- 4.5 A written notice or letter shall be deemed to have been received, if it was received or sent before 6 p.m. in the country in which it was received, otherwise, it shall be deemed to have been received on the following day.
- 4.6 For the purposes of calculating the periods of time under in this Article, the calculation of the period of time shall commence on the day following the day of receipt. If the last day of such a period is an official holiday or a non-business day at the place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during that period shall be included in calculating the period.
- 4.7 Prior to the constitution of the Arbitral Tribunal, the Center may extend any deadline provided for in these Rules having regard to the principle of equal treatment and the representation of the parties to the dispute in the arbitral proceedings.
- 4.8 The Arbitral Tribunal, upon its constitution, may decide, with the consent of the parties, their representatives, or

proxies, to use any electronic means of communication for the purposes of sending correspondence, notices, memoranda, or any other documents.

4.9 In all cases, a hard copy of all correspondence and notices provided for in this Article shall be delivered to the Center, either at the commencement of the arbitration proceedings or during the course of the arbitration proceedings, unless the Center decides otherwise.

### **Article 5: Notice of Arbitration**

5.1 The Claimant shall submit to the Center a written notice, in order to register the Arbitration Claim following the examination of the Notice and documents, and receipt of the registration fee prescribed in Table (1).

5.2 The Notice of Arbitration shall include the following:

- a) A request that the dispute be referred to arbitration;
- b) The names and contact details of the parties;
- c) The names and contact details of the Claimant's representative or authorized personnel (if any) and proof of the representation;
- d) A copy of the arbitration agreement that is invoked;
- e) Identification of the contract or legal instrument out of or in relation to which the dispute arises, and relevant documentation, or, in the absence of such contract or instrument, a brief description of the relevant relationship;
- f) A brief description of the dispute and the relief sought, and an indication of the amounts involved;
- g) Nomination of the Claimant arbitrators, and identification of their contact details, or, where the parties have not previously agreed thereon, a proposal regarding their numbers, names and contact details accordance with Articles 11, 12, 13 and 14 of these Rules; and
- h) Identification of the language and Seat of arbitration, or, where the parties have not previously agreed thereon,



a proposal regarding the language and the Seat of Arbitration.

- l) A sufficient number of copies for the Notice of Arbitration and all the documents attached therewith (This requirement applies to filing by hands).

5.3 The Notice of Arbitration may also include:

- a) A proposal for the nomination of a sole arbitrator pursuant to Article 12 of the Rules;
- b) A proposal regarding applying the Expedited Procedures pursuant to Article 43 of the Rules;
- c) A request to appoint an Emergency Arbitrator pursuant to Article 50 of the Rules; and
- d) Identification of any third-party funding arrangements and identification of the funder.

5.4 In the event that the Notice of Arbitration does not include all the information provided in this Article, the Center may require the Claimant to provide the same within 7 days of the date of submitting the Notice of Arbitration.

5.5 The arbitration proceedings shall be deemed to commence on the date on which the Center receives the Notice of Arbitration, provided that the Center receives the registration fees set out in Table (1) and (2).

5.6 The Notice of Arbitration may be submitted to the Center by hand, e-mail or any other electronic system acceptable to or implemented by the Center according to its applicable case management system. When submitting the Notice of Arbitration to the Center, The Claimant may serve a copy of such Notice to the Respondent by hand or by any other means of communication, as set out in Article 4 of these Rules.

5.7 The Center shall send the Notice of Arbitration or a notification thereof to the Respondent(s), unless it has been already sent by the Claimant, to the address provided by the Claimant by any other means of communication as set out under Article 4 of these Rules.

5.8 Any controversy with respect to the adequacy of the Notice of Arbitration or any other procedural matters, shall not preclude the constitution of the Arbitral Tribunal, and such controversy shall be finally resolved by the Arbitral Tribunal.

### **Article 6: Response to the Notice of Arbitration**

6.1 No later than 30 days of the receipt of the Notice of Arbitration or the notification of same, whichever comes first, the Respondent shall submit a written Response to the Notice of Arbitration, to be delivered to the Center and the Claimant in accordance with any means of communication set out under Article 4 of these Rules.

6.2 The Response to the Notice of Arbitration shall include:

- a) The name and contact details of the Respondent;
- b) The name and contact details of the Respondent's representatives or authorized personnel, if any, and the proof of representation;
- c) A brief description of Counterclaims, if any, together with a reference to the amounts involved;
- d) Names and contact details of the Respondent-nominated arbitrator (s) or a response to the Claimant's proposal as to their names ,in the absence of an agreement between the parties, pursuant to Article 11, 12, 13 and 14 of these Rules; and;
- e) A sufficient number of copies of the Response to the Notice of Arbitration and all documents enclosed therewith (This requirement applies to filing by hand).

6.3 The Response to the Notice of Arbitration may also include:

- a) A response to the information contained in the Notice of Arbitration pursuant to Article 5;
- b) Any plea that the Center or the Arbitral Tribunal to be constituted under these Rules lacks jurisdiction;

- c) A Notice of Arbitration pursuant to Article 5 in case the Respondent submits a Notice of Arbitration against another party to the arbitration agreement other than the Claimant.
- 6.4 Where the Response to the Notice of Arbitration does not include all the information provided in Paragraph (2) of this Article, the Center may request the Respondent to provide the same within 7 days from the date of submission of the Response.
- 6.5 The constitution of the Arbitral Tribunal shall not be hindered by any controversy with respect to the Respondent's failure to submit a Response to the Notice of Arbitration, or incompleteness or delayed Response or by any controversy over any other procedural matters. Such controversy shall be finally resolved by the Arbitral Tribunal.

### **Article 7: Representation and Assistance**

- 7.1 Each party may be represented or assisted by one or more representatives chosen by it. The names and addresses of such persons must be communicated to the Center and the Arbitral Tribunal, upon its constitution. Such communication must specify whether the appointment is being made for purposes of representation or assistance.
- 7.2 Where a person is to act as a representative of a party, such person shall provide the Center with a proof of authority granted to him related to the arbitration, or any other written evidence, confirming his capacity or representation of such party. The Arbitral Tribunal may at any time require proof of authority granted to the parties' representative in such a form as the arbitral tribunal may determine.

## **Article 8: Non-acceptance of Registration of the Arbitration Claim or not proceeding with the Arbitration.**

- 8.1 Where an arbitration agreement does not refer to the Rules or to the Center, the Center may, upon consultation with the Committee, decide not to accept the registration of the claim of Arbitration or not to proceed with the arbitral proceedings, in whole or in part, if the Center is prima facie satisfied that the Center manifestly lacks jurisdiction over the dispute.
- 8.2 The Centre decision of accepting the registration of the Notice of Arbitration shall be registered is without prejudice to the power of the Arbitral Tribunal to rule on its own jurisdiction over the dispute in accordance with the Rules.

## **Article 9: Third Party Funding of Arbitration**

Where an arbitration is funded or financially supported by a third-party, the parties to the arbitration proceedings are, upon commencing and throughout the proceedings, obliged to disclose details of such funding in writing to the Center or the Arbitral Tribunal whether such funding concerns the arbitration Claim or any Counterclaim. The disclosure statement shall include the nature of the funding, and the identity of the funder.

## **Article 10: Consolidation of Arbitrations**

- 10.1 Prior to the constitution of the Arbitral Tribunal, the Center may, at the request substantiated by any of the parties or on its own initiative, and after consultation with the Committee, allow the consolidation of certain arbitrations filed before the Center in respect of the same dispute or contract and between the same parties or some of them into a single arbitration.
- 10.2 An Arbitral Tribunal appointed in multiple arbitrations between the same parties, may request the Center, after consultation with the parties, to consolidate more than arbitration case into each other.

- 10.3 In deciding on the consolidation, the Center shall, in consultation with the Committee, take into account all relevant circumstances, including but not limited to the similarity between the arbitration cases, the relief sought by the parties, the status of each case and the arbitration agreement subject of the arbitral proceedings.
- 10.4 Where a decision taken by the Center to consolidate two or more arbitrations, the most recent arbitration(s) shall be consolidated into the arbitration that commenced first.
- 10.5 The consolidation of the arbitrations shall not affect any determination or decision made by Center as to the arbitration administrative expenses. However, the Center may, in this case, reassess the Arbitration Costs in relation to the consolidated arbitrations as it deems appropriate.

## Chapter II: Arbitral Tribunal

### Article 11: Determination of the Number of Arbitrators

- 11.1 Subject to the provisions of Chapter IV and Article 4 (7) of these Rules, where the parties have not previously agreed on the number of arbitrators, or if the parties have not agreed on the number of arbitrators, within 30 days after the receipt by the Respondent of the Notice of Arbitration, three arbitrators shall be appointed.
- 11.2 Notwithstanding the above, or the nomination of any arbitrator (s) by either party, the Center may, after consultation with the Committee and at the request of a party, appoint a sole arbitrator pursuant to the provision of Article 12 of these Rules, if it is deemed appropriate in light of the circumstances of the case.
- 11.3 The total number of the arbitrators shall be uneven. If the parties have agreed to appoint two arbitrators or any other even number of arbitrators, the Tribunal shall be constituted, with an additional arbitrator being appointed, in accordance with Article 13 of these Rules.

### Article 12: Appointment of a Sole Arbitrator

- 12.1 If the parties have not reached agreement on the nominated sole arbitrator within the time period agreed by the parties or, where the parties have not agreed on a time period, within 30 days after receipt of the Notice of Arbitration by the Respondent, or a notification thereof, save for extending the deadline according to Article 4(7) of the Rules, the Center shall appoint the sole arbitrator.
- 12.2 The Center shall, after consultation with the Committee, appoint the sole arbitrator as promptly as possible, after the receipt of the required Arbitration Costs, taking into consideration the criteria agreed upon by the parties, if any. Provided that such criteria is compatible with the Rules.

12.3 The Center shall appoint the sole arbitrator pursuant to the following procedure:

- a) The Center shall communicate simultaneously to each of the parties an identical list containing at least three names of suitable candidate;
- b) Within 7 days from its delivery, each party shall return the list to the Center, without copying the other party, after having deleted the name or names to which it objects and number the remaining names on the list in the order of its preference;
- c) After the expiration of the above period of time, the Center shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;
- d) If for any reason either party does not return the list or agree with the other party on the nomination of the arbitrator, within the time limit prescribed in paragraph c above, all the names that the Center has nominated on such list shall be deemed to be equally acceptable by that party.

12.4 In nominating or appointing a sole arbitrator, the Center shall take into consideration the nature of the dispute, the language and the seat of the arbitration, the applicable laws, the location of the parties, the relationship of the arbitrator with the parties or their counsels, as well as other relevant considerations to ensure that the arbitrator is independent, impartial and available to determine the dispute and be of a nationality other than the nationality of any of the parties, in case the parties are not of the same nationality, unless the parties agreed otherwise.

12.5 For the purpose of Article 12 (4), a person who is a citizen of two or more states shall be treated as a national of each state.

12.6 All arbitrators nominated by the parties shall be subject to appointment by the Center. If the Center considers

that the arbitrator nominated by the parties should not be appointed for any reason, the Committee should approve such decision and the Center shall, upon the Committee's approval, inform the parties and give them an opportunity to nominate another arbitrator.

### **Article 13: Appointment of Three Arbitrators**

- 13.1 When three arbitrators are to be appointed, each party shall nominate an arbitrator, and the third arbitrator, who will act as the presiding arbitrator of the Arbitral Tribunal, shall be nominated by the co-arbitrators within 7 days of appointing the second arbitrator by the Center, unless the parties agree to or the arbitration agreement provided for different time periods in relation to the appointment procedures.
- 13.2 Where the parties have agreed that the Claimant and/or the Respondent shall nominate an arbitrator and such party fails to do so in the Notice of Arbitration or, in the Response to the Notice of Arbitration, or within the specified time limit in the arbitration agreement or any additional time as may be granted by the Center, such failure shall constitute an irrevocable waiver of that party's right to nominate an arbitrator and the Center shall appoint an arbitrator on behalf of the defaulting party or parties.
- 13.3 If the parties have not agreed on the number of arbitrators and the Center decided to refer the arbitration to three arbitrators, each party shall nominate an arbitrator within 7 days from the receipt of the Center's decision. If either party fails, for any reason whatsoever, to nominate an arbitrator pursuant to the time limit prescribed in paragraph 1 above, the Center shall appoint the arbitrator. The third arbitrator, who will act as the presiding arbitrator of the Arbitral Tribunal, shall be nominated by the co-arbitrators.
- 13.4 If the co-arbitrators fail to agree upon a third arbitrator within 7 days of the appointing of the second co-arbitrator, the Center shall appoint the third arbitrator who will act as the presiding arbitrator of the Arbitral Tribunal.



- 13.5 All arbitrators nominated by the parties or by the co-arbitrators shall be subject to appointment by the Center. If the Center considers that the arbitrator nominated by the parties or the co-arbitrators should not be appointed for any reason, the Committee should approve such decision and the Center shall, upon the Committee's approval, inform the nominating party and give it an opportunity, in line with the Rules, to nominate another arbitrator.

#### **Article 14: Constitution of the Arbitral Tribunal in the Event of Multiple Parties**

- 14.1 For the purposes of Paragraph 1 of Article 13, where a tribunal of three or more arbitrators is to be appointed and there are multiple parties as claimant or respondent,, the multiple parties shall jointly, whether as claimant or as respondent, nominate an arbitrator pursuant to Article 13, unless all parties agreed to another method of nominating arbitrators compatible with the Rules.
- 14.2 In the event that any of the multiple parties has not nominated an arbitrator within the time limit stipulated in Article 13 of these Rules, the Center may appoint the arbitrator according to Article 13 of these Rules.
- 14.3 In the event of any failure to constitute the Arbitral Tribunal under this Article, the Center shall at the request of any party and after consulting with the Committee, constitute the Arbitral Tribunal. In doing so, The Center may revoke any appointment already made, and appoint all the arbitrators and/or designate one of them as the presiding arbitrator of the Arbitral Tribunal.

#### **Article 15: Impartiality and Independence of the Arbitrator**

- 15.1 Any person approached in connection with his or her possible appointment or nominated, as an arbitrator, shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

- 15.2 Within 3 days from the date of nomination of the appointment or nomination, the arbitrator shall, upon acceptance of the arbitration mandate, submit to the Center his resume and a written declaration confirming his impartiality, independence, availability to handle the arbitration and acceptance to serve as an arbitrator under these Rules as per the form set by the Center for this purpose.
- 15.3 Where any person nominated or appointed as arbitrator has made any disclosure pursuant to paragraph 1 above or raised any other circumstances that give rise to any doubt about the impartiality or independence of that arbitrator, the Center shall communicate such information in writing to the parties requesting their observations within a period of 3 days of receipt of the Center notification.
- 15.4 The arbitrator, from the date of his nomination or appointment and throughout the arbitral proceedings, shall without delay disclose any circumstances that may give rise to any doubt about his impartiality or independence. The disclosure of the arbitrators shall be made in accordance with the guidelines applicable by the Center with respect to the conflict of interest in commercial arbitration as set out by the Center, at the time of the appointment of arbitrator, provided that any doubts as to the duty to disclose a fact, circumstance or a relationship shall be interpreted in favor of disclosure.
- 15.5 The arbitrator shall avoid ex parte communications with any party regarding the arbitration. If any such communication is made, the arbitrator shall inform the other parties and arbitrators of its substance.
- 15.6 The arbitrator shall avoid any act or behavior likely to hinder the deliberations or to delay the resolution of the dispute.

## Article 16: Removal of the Arbitrator

In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his or her performing his or her functions, or if the arbitrator deliberately delays the commencement or the continuation of the proceedings or fails to fulfill his or her functions in accordance with the requirements of, or within the time specified in, these Rules, the Center or any of the parties may request the removal of the said arbitrator which shall be decided by a final and reasoned decision issued by the Committee, after giving the arbitrator and the other party or parties, whenever possible, the opportunity to express their views in this respect.

## Article 17: Challenge of the Arbitrator

- 17.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence since the commencement of arbitration and during the proceedings.
- 17.2 A party may challenge the arbitrator nominated by it only for reasons of which it becomes aware after the appointment has been made. No challenge shall be admissible if made by a party who has previously applied for the challenge of the same arbitrator in the same arbitration, unless for a reasons than that for the first challenge, or of which such party becomes aware after the first challenge was made.
- 17.3 A party that intends to challenge an arbitrator shall file with the Arbitral Tribunal and/or the Center a notice of its challenge within 15 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after the circumstances justifying the challenge became known to that party. The notice of challenge shall state the reasons for the challenge and shall be accompanied by a financial guarantee fixed by the Center upon submitting the challenge notice, which shall be refunded to the respective party in case of a successful challenge.

- 17.4 The Center shall communicate the notice of challenge to all parties, the challenged arbitrator and the other arbitrators. The Arbitral Tribunal shall suspend the arbitration proceedings upon the request of the Center so to do pending a decision on the notice of challenge.
- 17.5 When either party requests the challenge of an arbitrator, all parties may agree to remove him. The arbitrator may also, following such challenge, withdraw from office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
- 17.6 If, within 15 days from the date of communicating the notice of challenge, all parties do not agree to the challenge or the challenged arbitrator does not withdraw, the challenge shall be finally decided, in a reasoned decision, by the Committee or whomever authorized thereby, within 30 days from the receipt of the financial guarantee, and after inviting all parties including the challenged arbitrator, to provide comments.
- 17.7 In the event of a decision issued by the Committee accepting the challenge of the arbitrator, a part of the arbitrator's fees may be paid in consideration of the duties he has performed, or a part, or all of the fees paid in advance to him may be recovered.
- 17.8 Where a notice of challenge is withdrawn prior to it being communicated to the Committee, the Center may refund the financial guarantee, partly or fully, to the respective party, if it finds it to be appropriate in light of the relevant circumstances and status of the case.

### **Article 18: Replacement of the Arbitrator**

- 18.1 In any event where an arbitrator has to be replaced during the arbitration proceedings, for any reason, a substitute arbitrator shall be appointed or nominated pursuant to the procedures provided for in Articles 12 to 14 that were applicable to the appointment or the nomination of the arbitrator being replaced, unless the Center decides to shorten the time periods of appointment or nomination of the substitute arbitrator prescribed in Articles 12 and

13. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party has not exercised its right to nominate or to participate in the appointment.
- 18.2 Upon consultation with the Committee, the Center shall have discretionary power in deciding the fees of the arbitrator who has been replaced in accordance with paragraph 1 above.
- 18.3 If an arbitrator is replaced, the proceedings shall be resumed before the reconstituted arbitral tribunal at the stage where the arbitrator who was replaced ceased to perform his functions, unless the Arbitral Tribunal decides otherwise. If the Arbitral Tribunal decides to repeat the arbitral proceedings in their entirety, the time limit provided for issuing the arbitral award shall be recalculated from the date of the reconstitution of the Arbitral Tribunal.

## Chapter III: Arbitral Proceedings

### Article 19: Transmission of the File to the Arbitral Tribunal

The Center shall refer and transmit the file of the Arbitration Claim or the Counterclaim file to the Arbitral Tribunal, upon the constitution of the Tribunal provided that the Arbitration Costs determined by the Center have been paid in full.

### Article 20: General Provisions

- 20.1 Subject to these Rules, the Arbitral Tribunal may conduct the arbitration proceedings in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given an equal and full opportunity to present its case. The Arbitral Tribunal must conduct the proceedings in a manner that ensures fairness between the parties.
- 20.2 The Arbitral Tribunal, in exercising its discretion, shall efficiently conduct the proceedings so as to decide the dispute fairly and avoid unnecessary delays and expenses that are likely to delay the resolution of the dispute and/ or increase the Arbitration Costs.
- 20.3 After its constitution, the Arbitral Tribunal shall, in consultation with the parties, establish the provisional timetable of the arbitral proceedings. The Arbitral Tribunal may, at any time, after inviting the parties to express their views, extend or shorten any period of time agreed by the parties or fixed by these Rules. Nevertheless, the Arbitral Tribunal shall not amend any periods of time failing within the Center's discretion under these Rules.
- 20.4 The Arbitral Tribunal may hold one or more procedural or oral hearings to hear and examine statements of witnesses and experts. The Tribunal may also, after consultation with the parties, decide whether it is more appropriate to hold oral hearings, or to conduct the proceedings on the basis of documentary evidence only.

- 20.5 All notices, submissions and pleadings, or other communication sent or filed by a party, as well as the documents annexed thereto, shall be submitted in a number of copies equal to the number required to provide one copy for each arbitrator, one copy for each of the other parties and one copy for the Center.
- 20.6 Where any party fails to attend one or all the hearings and/or submit evidence or documents that may be requested, the Arbitral Tribunal may continue to conduct the arbitral proceedings and/or decide the dispute based on the documents and evidence submitted before it.

## **Article 21: Joinder**

- 21.1 Prior to the constitution of the Arbitral Tribunal, the parties may request the Center to allow one or more third persons to be joined in the arbitration as a party. The Center, after having invited all parties to provide their views, may accept the request for joinder where it is prima facie satisfied that such additional person is a party to the arbitration agreement, either as an original party there to or a party to which the agreement is assigned or extended to, or when that person agreed to the joinder request.
- 21.2 In case the Center accepts the joinder request, Articles 6 and 14 in addition to any other relevant provisions of the Rules shall apply.
- 21.3 The Center acceptance of the request for joinder is without prejudice to the power of the Arbitral Tribunal to rule on its own jurisdiction.
- 21.4 The Arbitral Tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party where such person is a party to the arbitration agreement, either as an original party or a party to which the agreement is assigned, or extended to. The request for joinder shall not be allowed where the Tribunal, after affording all parties, including the person or persons to be joined, an opportunity to be heard, finds that the additional party should prima facie

not be bound by the arbitration agreement invoked in the arbitration or where any other circumstance exists that makes the joinder inappropriate including its effect in the constitution of the Tribunal. The Arbitral Tribunal may issue a single award or several arbitral awards in respect of all parties so involved in the arbitration.

### **Article 22: Time Limit for issuing the final Arbitral Award**

22.1 The Arbitral Tribunal shall issue its final award within six months from the date of the transmission of the case file to the Tribunal by the Center, unless otherwise agreed by the parties, or unless the Center after consultation with the Committee, decides to extend the abovementioned time limit based on a justified request submitted by the Arbitral Tribunal.

22.2 The period during which the arbitration is suspended by the Arbitral Tribunal or the Center for any reason or by the parties' agreement, shall not be taken into account when calculating the time limit for issuing the final award.

### **Article 23: Seat of Arbitration**

23.1 If the parties have not previously agreed on the seat of arbitration, the initial seat shall be the City of Doha, Notwithstanding, The Tribunal, as soon as practical after its constitution may, with the agreement of the Parties, decide on a seat other than the initial seat considering all the relevant circumstances of the case. The Award shall be deemed to have been issued at the seat of arbitration regardless of the location chosen by the Tribunal for its deliberations or signing the Award or chosen by the parties for the hearings and meetings.

23.2 The Arbitral Tribunal may decide to conduct any hearings or meetings with the parties remotely through any means of virtual communication that do not require their physical presence at the hearing. Nevertheless, the Arbitral Tribunal may hold deliberations at any place or in any manner that it considers appropriate. Unless



otherwise expressly agreed by all parties, the in-person hearings shall be held at the premises of the Center.

## **Article 24: Language of Arbitration**

- 24.1 In the absence of an agreement by the parties on the language of arbitration, the Center, prior to the constitution of the Tribunal, may determine the initial language to be used in the proceeding and communication with the parties taking into consideration the language of the arbitration agreement and the underlying agreement. Any decision by the Arbitral Tribunal under paragraph 1 is without prejudice to the Tribunal's power to subsequently decide on the language of the proceedings pursuant to the provision of these Rules.
- 24.2 In the absence of an agreement by the parties on the language of arbitration, the Arbitral Tribunal shall, promptly upon its constitution, determine the language or languages to be used in the proceedings, procedural orders, and other awards, including the final award.
- 24.3 The Arbitral Tribunal or the Center, prior to the constitution of the Tribunal, may direct the parties to submit the documents supporting the Notice of Arbitration, the Response to the Notice of Arbitration, the Statement of Claim or the Statement of Defense, together with a translation into the language or languages agreed upon by the parties or determined by the Arbitral Tribunal or the Center.

## **Article 25: Secretary of the Arbitral Tribunal**

- 25.1 The Arbitral Tribunal may request the appointment of a secretary from the members of the Tribunal or from a list approved for this purpose at the Center to perform administrative work, including, but not limited to, organizing meetings and hearings, handling communications, preparing notes and minutes of meetings, recording the statements of witnesses during hearings, and summary of oral pleadings, in addition to other administrative duties.

- 25.2 The Arbitral Tribunal may appoint a secretary other than from the list approved by the Center, subject to the consent of the parties to such an appointment.
- 25.3 The Arbitral Tribunal shall endeavor to appoint secretary in all arbitrations where the amount involved exceeds five million Qatari Riyals, in order to assist the Arbitral Tribunal in performing the administrative works referred to above to expeditiously rules on the dispute, unless the Tribunal has decided otherwise.
- 25.4 The fees of the secretary shall be part of the Arbitral Tribunal's fees, unless the Center decided otherwise according to a justified request submitted by the Tribunal to the Center.

### Article 26: Statement of Claim

- 26.1 The Claimant shall, within a period of time to be determined by the Arbitral Tribunal, communicate the Statement of Claim to the members of the Arbitral Tribunal, other party or parties involved in the arbitration and the Center. The Statement of Claim shall be transmitted by hand, registered mail, courier service, or digitally to the email address of the addressees, or by any other electronic system acceptable to or implemented by the Center as per its applicable case management system.
- 26.2 The Statement of Claim must include the following particulars:
- a) The names and contact details of the parties;
  - b) A reference to the contract or any other legal instrument out of which the dispute has arisen;
  - b) The facts supporting the claim;
  - c) The points at issue;
  - f) The relief or remedy sought;
  - g) The legal grounds or arguments supporting the claim.

- 26.3 A hard copy of the Statement of Claim shall be delivered to the Center regardless of the agreement of the parties or the decision of the Arbitral Tribunal, unless the Center has decided otherwise.
- 26.4 The Statement of Claim must include all evidence on which the Claimant relies and all relevant documents shall be attached thereto.
- 26.5 The Claimant may elect to consider its Notice of Arbitration referred to in Article 5 as a Statement of Claim, provided that the Notice of Arbitration also complies with the requirements of this Article.

## **Article 27: Statement of Defense**

- 27.1 The Respondent shall, within a period of time to be determined by the Arbitral Tribunal, communicate the Statement of Defense in writing to the members of the Arbitral Tribunal, the other party or parties involved in the Arbitration, and the Center, to be transmitted by hand, registered mail, courier service, digitally to the email address of the addressees, or by any other electronic system acceptable to or implemented by the Center as per its applicable case management system.
- 27.2 The Statement of Defense shall include a response to the particulars of the Statement of Claim. The Statement of Claim shall also include all documents and other evidence relied upon by the Respondent and in the language specified by the Arbitral Tribunal for the purposes of correspondence between the parties.
- 27.3 In its Statement of Defense, or at a later stage in the arbitral proceedings if the Arbitral Tribunal decides that the circumstances justify such delay, the Respondent may also make any Counterclaim and invoke its rights against the Claimant for the purpose of a set-off, provided that the Arbitral Tribunal has jurisdiction over it.
- 27.4 The Respondent may elect to treat its Response to

the Notice of Arbitration referred to in Article 6 as a Statement of Defense, provided that the Response to the Notice of Arbitration also complies with the requirements of this Article.

### **Article 28: Amendments to the Claim or the Defense**

During the course of the arbitration proceedings, any party may amend or supplement its claims or defense, including any Counterclaim, unless the Arbitral Tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to the other parties, or cause an unacceptable delay in issuing the award or any other circumstances. However, a claim, defense or a Counterclaim may not be amended or supplemented in such a manner that the amended or supplemented claim, defense or Counterclaim falls outside the jurisdiction of the Arbitral Tribunal.

### **Article 29: Objection to the Jurisdiction of the Arbitral Tribunal**

29.1 The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the non-existence, invalidity, nullity, scope or waiver of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Tribunal that the contract is terminated, rescinded and/or null shall not entail automatically the invalidity of the arbitration clause.

29.2 A plea that the Arbitral Tribunal does not have jurisdiction shall be submitted in writing to the Center, in line with the provision of Article 4 of these Rules, before the first hearing held by the Tribunal or no later than in the Response to the Notice of Arbitration pursuant to article 6 (3) of the Rules or, when the Respondent has not provided such Response, in the Statement of Defense. Any such Jurisdictional objection with respect to a Counterclaim, shall be submitted in the reply to the

Counterclaim. Where the law applicable to the arbitral proceedings provides otherwise, such provision shall prevail.

- 29.3 A party is not precluded from raising such a plea by the fact that it has nominated or participated in the appointment of an arbitrator. A plea that the Arbitral Tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitration proceedings. The Arbitral Tribunal may, in either case, admit a later plea if it considers the delay justified.
- 29.4 If a party fails to raise any objection to jurisdiction of the Center or the Tribunal pursuant to this Article, it shall be deemed to have accepted that the Center and / or the Arbitral Tribunal has jurisdiction.
29. 5 The Arbitral Tribunal shall rule on any objection to its jurisdiction as a preliminary question before ruling in the merits. However, after consultation with the parties, the Tribunal may rule on such jurisdictional objection in the Final Award on the merits. The Arbitral Tribunal may proceed with the arbitration proceedings and issue an award, notwithstanding any pending objection to its jurisdiction before a court.

### **Article 30: Other Written Statements**

The Arbitral Tribunal shall, as soon as possible after its constitution and upon consultation with the parties, set specific dates for submitting all memoranda and other written statements, other than the Statement of Claim and the Statement of Defense, which the parties shall or may submit during the arbitral proceedings.

### **Article 31: Deadlines**

The periods of time fixed by the Arbitral Tribunal for the submission of memoranda and written statements (including the statement of claim and the statement of defense) should not exceed 30 days, unless the parties agreed otherwise.

## **Article 32: Evidence and Witnesses**

- 32.1 Each party shall have the burden of proving the facts relied on to support its claim or defense.
- 32.2 Unless the parties agreed otherwise, the Arbitral Tribunal shall, as soon as practicable after its constitution and granting the parties a reasonable opportunity, decide upon the applicable rules of evidence including but not limited to any guidelines on evidence adopted or published by the Center.
- 32.3 The Arbitral Tribunal may undertake investigations and/or collect evidence on its own initiative or pursuant to the parties' request. If the Tribunal considers it necessary that the parties to be present when the Tribunal undertakes investigations or collects evidence, then it shall notify the parties in a timely manner.
- 32.4 Evidence collected by the Arbitral Tribunal on its own initiative shall be communicated to the parties for their comments within the time period specified by the Tribunal.
- 32.5 Witnesses, including expert witnesses, who are presented by the parties to testify to the Arbitral Tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party.
- 32.6 In the event the Arbitral Tribunal requests to hear the testimony of any witness presented by the parties, the respective party shall be responsible for guarantying the attendance of that witness, including expert witnesses, as well as the related practical arrangements and costs. The Arbitral Tribunal may exclude the statements of any witness that does not attend any hearing determined by the Arbitral Tribunal to examine or hear that witness. Nevertheless, the Arbitral Tribunal may, at its discretion, accept that statements of witnesses, including expert witnesses, be presented in writing and signed by them.
- 32.7 Unless the Arbitral Tribunal decides or the parties

agreed otherwise, evidence exchanged between the parties prior to the hearing shall be presented by them for examination during the hearing, unless the other party has acknowledged the admissibility of that such evidence.

- 32.8 Where evidence is produced by any party without holding any subsequent hearings, the Arbitral Tribunal may require the other party to comment on such evidence in writing within the time period specified by the Tribunal or pursuant to the procedural timetable established by the Tribunal.
- 32.9 At any time during the arbitral proceedings, the Arbitral Tribunal may require the parties to produce documents, exhibits or other evidence within a period of time as the Arbitral Tribunal shall determine and /or require the parties to take appropriate steps to verify the authenticity of the copies of the evidence, according to the particular circumstances of the case.
- 32.10 The Arbitral Tribunal shall have the power to determine the admissibility, relevance, materiality, and weight of the submitted evidence. When determining the admissibility or weight of any evidence, the Arbitral Tribunal may, in addition to referring to relevant laws, regulations and judicial interpretations, conduct its determination by taking into consideration factors such as relevant industry practices and applicable trade usages.

### **Article 33: Expert Evidence**

- 33.1 The Arbitral Tribunal may, upon the parties' request or on its own initiative, if it deems it appropriate, appoint one or more independent experts it considers necessary to report to it, in writing, on specific issues determined by the Arbitral Tribunal.
- 33.2 Unless otherwise agreed by the parties, the Arbitral Tribunal shall notify the parties to nominate an expert jointly within the time period specified by the Tribunal. If the parties fail to do so, the expert shall be appointed by

the Arbitral Tribunal. The fees and the terms of reference of the expert shall be determined by the Arbitral Tribunal. A copy of the expert's terms of reference, established by the Tribunal, shall be communicated to the parties for their comments.

- 33.3 The expert shall in principle before accepting appointment, submit to the Arbitral Tribunal and to the parties a description of his qualifications and a statement of his impartiality and independence. Within the time ordered by the Arbitral Tribunal, the parties shall inform the Arbitral Tribunal whether they have any justified objections as to the expert's qualifications, impartiality, or independence. The Arbitral Tribunal shall decide promptly whether to accept any such objections.
- 33.4 After an expert's appointment, a party may object to the expert's qualifications, impartiality, or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The Arbitral Tribunal shall decide promptly whether to accept any such objections.
- 33.5 The parties shall deposit an advance on the expert costs in equal shares or in accordance with a proportion agreed by them or decided by the Arbitral Tribunal.
- 33.6 The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the Arbitral Tribunal for decision.
- 33.7 Upon receipt of the expert's report, the Arbitral Tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his report.
- 33.8 The Arbitral Tribunal, after delivery of the report, at the request of any party or on its own motion, may require the expert to be heard at a hearing to explain the report



and where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses appointed by them in order to testify on the points at issue. The provisions of Article 33 of these Rules shall apply to such proceedings.

- 33.9 Any periods of time taken by the expert shall not be taken into account for the purpose of calculating the time limits provided for in Articles 22 and 49 of these Rules.

### **Article 34: Hearings**

- 34.1 Subject to the provisions of these Rules and the requirements to provide the parties with full and equal opportunity to present their case, defenses and pleas, the Arbitral Tribunal, after consultation with the parties, is entitled to hold procedural hearings as well as oral or evidentiary hearings, in order to examine witnesses of fact, expert witnesses as it deems appropriate, either in person or remotely through any other appropriate means of virtual communication that do not require their physical presence at the hearing.
- 34.2 The procedural and oral / evidentiary hearings shall be held pursuant to Article 23 of these Rules and in accordance with the timetable issued by the Arbitral Tribunal. In the absence of such timetable, the Arbitral Tribunal shall notify the parties of the date, time of any hearing at least 7 days in advance for procedural hearings and at least 15 days in advance for oral and / or evidentiary hearings, unless otherwise agreed by the parties.
- 34.3 The Arbitral Tribunal shall prepare minutes of each hearing, which shall include its date, start and end time, and a summary of the outcome or submitted documents. Such minutes shall be signed by the presiding arbitrator and a copy of same shall be transmitted to the parties and/or their representatives within 7 days of the date of the hearing. The original version of these minutes shall be deposited in the arbitration file to be maintained by the

Center together with a copy of all documents submitted during the hearing. Notwithstanding the forgoing, such deposit could be made by any other electronic system acceptable to or implemented by the Center as per its applicable case management system.

- 34.4 Unless otherwise agreed by the parties, the attendance of hearings shall be limited to the parties, their representatives, the Arbitral Tribunal, witnesses, expert witnesses, secretary, and one or more representatives of the Centre. The Arbitral Tribunal may require any witness (s) be excluded from the hearing during the testimony of such other witnesses.
- 34.5 The presiding arbitrator may decide on the procedural arrangements for the hearings and/or the arbitral proceedings at his/her own discretion, unless otherwise agreed by the members of the Arbitral Tribunal.

### **Article 35: Communications between the Arbitral Tribunal and the Parties**

- 35.1 The Arbitral Tribunal shall decide, in consultation with the parties, the appropriate method(s) for filing, delivering, and exchanging pleadings, documents, and communications sent from one of the parties to the Arbitral Tribunal, the other parties and the Center. In all cases, a copy of any correspondences exchanged between the parties themselves or between them and the Arbitral Tribunal must be delivered to the Center, provided that the delivery shall be effected by hand or by e-mail to the addressee or by any other electronic system acceptable to or implemented by the Center as per its applicable case management system.
- 35.2 The Arbitral Tribunal may deliver to the Center any copy addressed to a party where such party cannot be found in order for the Center to deliver or endeavor to deliver that copy according to any means of communications implemented by the Center.

## Article 36: Default

- 36.1 If, within the period of time fixed by these Rules or by the Arbitral Tribunal, without showing sufficient cause:
- a) The Claimant has failed to communicate its Statement of Claim, the Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the Arbitral Tribunal considers it appropriate to do so.
  - b) The respondent has failed to communicate its Response to the Notice of Arbitration or its Statement of Defense, the Arbitral Tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the Claimant's allegations; the provisions of this paragraph also apply to a Claimant's failure to submit a defense to a Counterclaim or to a claim for the purpose of a set-off.
- 36.2 If a party, duly notified under these Rules, fails to appear during the arbitral proceedings or at oral hearings, without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the arbitration.
- 36.3 If a party, duly invited by the Arbitral Tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the Arbitral Tribunal may make the award on the evidence before it.
- 36.4 If a party is ordered to submit specific documents and fails, without showing sufficient cause, to produce any such documents, the Arbitral Tribunal shall draw the necessary inferences therefrom.

## Article 37: Conservatory and Interim Measures

- 37.1 Upon a party's request, the Arbitral Tribunal may order conservatory or interim measures as required by the nature of the dispute and/or with the aim to prevent harm which is not adequately reparable by an award of damages.

37.2 The Arbitral Tribunal shall issue the conservatory or interim measure at the request of any party, at any time prior to the issuance of the final award by which the dispute is finally decided, including, but not limited to, the following:

- 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 (ii) imminent harm or prejudice to the arbitral process itself;
- c) Provide a means of preserving assets out of which a subsequent award may be satisfied;
- d) Preserve evidence that may be relevant and material to the resolution of the dispute; or
- e) Provide a financial guarantee for the Arbitration Costs.

37.3 The Arbitral Tribunal may modify, suspend or terminate a conservatory or interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the Arbitral Tribunal's own initiative.

37.4 The Arbitral Tribunal may require the party requesting the conservatory or interim measure to provide appropriate security in connection with the measure.

37.5 The Arbitral Tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the conservatory or interim measure was requested or granted.

37.6 The party requesting the conservatory or interim measure may be considered liable for any costs and/or damages caused by the measure to any party if the Arbitral Tribunal later determines that, in the circumstances prevailing, the measure should not have been granted. The Arbitral Tribunal may award such costs and damages at any point during the proceedings or upon issuing the final award.

- 37.7 A request for conservatory or interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement. The party who applies for such measures before the judicial authority during the course of arbitral proceedings shall promptly inform the Center and the Arbitral Tribunal.

### **Article 38: Law Applicable to the Merits of the Dispute**

- 38.1 The arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law which it determines to be appropriate.
- 38.2 The Parties' agreement to apply the law of a given state shall be construed as directly referring to applying the substantive law of that state and not to its conflict of laws rules unless, otherwise expressly agreed by the parties.
- 38.3 The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorized the arbitral tribunal to do so.
- 38.4 In all cases, the Arbitral Tribunal shall decide the dispute in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

### **Article 39: Closure of Proceedings**

- 39.1 The Arbitral Tribunal may declare the proceedings closed at any appropriate stage of the proceedings, after concluding the last hearing or submission of last permitted memoranda, which comes later.
- 39.2 The Arbitral Tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to re-open the proceedings at any time before issuing the final award.

## **Article 40: Waiver of the Right to Object**

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

## **Article 41: Suspension and Termination of the Arbitral Proceedings**

- 41.1 Where the parties jointly or separately request a suspension of the arbitral proceedings or, under exceptional circumstances, where such suspension is necessary the Arbitral Tribunal or the Center, where the Tribunal has not yet been constituted, may suspend the arbitral proceedings. The Proceedings shall be resumed once such circumstances cease to exist. In all cases, any suspension by the Tribunal beyond three months shall be subject to the Center approval.
- 41.2 If, prior to the issuance of the final award, all parties agree on a settlement of the dispute, the Arbitral Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the Arbitral Tribunal, record the settlement in the form of an arbitral award on agreed terms; in such circumstances the Arbitral Tribunal is not obliged to give reasons for such an award. Whenever an arbitral award on agreed terms is made the provisions of paragraphs 3 and 4 of this Article shall apply.
- 41.3 If, before the award is issued, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the Arbitral Tribunal shall inform the parties and the Center of its intention to issue an order for the termination of the proceedings. The Arbitral Tribunal shall have the power to issue such an order unless there are remaining

matters that may need to be decided and the Arbitral Tribunal considers it appropriate to do so.

- 41.4 A hard copy or an electronic copy of the order for suspension or termination of the arbitration proceedings or of the arbitral award on agreed terms, signed by the Arbitral Tribunal, shall be communicated to the parties.

## Chapter IV: Expedited Arbitration Procedures

### Article 42: Applicability of Expedited Arbitration Procedures

- 42.1 The rules and provisions of this Chapter shall apply, in addition to the arbitration rules stipulated under the Rules. Where there is a conflict between the provisions of the Expedited Procedures and the provisions of the Rules, the provisions of the Expedited Procedures shall prevail.
- 42.2 The provisions of the Expedited Procedures contained in this Chapter shall be supplementary to the Rules, and the acceptance by the parties to arbitrate under these Rules shall imply their consent to the application of the provisions of this Chapter.

### Article 43: Scope of Application of Expedited Arbitration Procedures

- 43.1 The provisions of the Expedited Procedures shall apply if one of the following criteria is met:
- a) If the value of the dispute (the Arbitration Claim and the Counterclaim), excluding any claim of interest, Arbitration Costs and legal expenses, does not exceed one million Qatari Riyals or equivalent; or
  - b) If the parties expressly agree to apply these Expedited Procedures adopted by the Center.
- 43.2 The provisions of the Expedited Procedures stipulated in this Chapter shall not apply in any of the following cases:
- a) If the arbitration agreement is concluded before Expedited Procedures comes into force, unless the parties agree to choose the application of the Expedited Procedures.
  - b) If, prior to the constitution of the Arbitral Tribunal, the



parties expressly agreed not to apply the Expedited Procedures despite the threshold of the amount in dispute being met.

- c) If the parties expressly agreed to appoint three or more arbitrators.
- 43.3 The Center may, on its own initiative or at the request of any of the parties, at any time prior to the constitution of the Arbitral Tribunal, determine that the Expedited Procedures shall not apply. The Center may also after the constitution of the Arbitral Tribunal, having consulted with the parties, the Arbitral Tribunal, and the Committee, determine that the Expedited Procedures shall not apply.
- 43.4 Where the Center determines that the Expedited Procedures shall no longer apply, the Arbitral Tribunal may continue conducting the proceedings according to the provisions of the Ordinary Procedures, unless the Center with the consultation of the parties, the Arbitral Tribunal and the Committee, decides that the Arbitral Tribunal shall be re-constituted and three arbitrators shall be appointed. In this case the re-constitution of the Tribunal shall be made in accordance with Article 13 of the Rules.
- 43.5 The Arbitral Tribunal may, on its own initiative or at the request of any of the parties, determine that the Expedited Procedures shall not apply. The Tribunal shall state the reasons upon which that determination is based and shall seek approval from the Center. In this case the provisions of the Ordinary Procedures shall be applied apart from the Expedited Procedures.

### **Article 44: Amendment to the amount of the Claim or Counterclaim**

- 44.1 If the amount of the Arbitration Claim or the Counterclaim has been amended after the registration of the Notice of Arbitration so that it exceeds the amount threshold set forth in Article 43 (1) of these Rules, the proceedings shall continue to be conducted in accordance with the

provisions of this Chapter, unless otherwise agreed by the parties or decided by the Center according to the request of the Arbitral Tribunal.

- 44.2 Any new or different Claim, or amendment to the amount of the dispute made after the constitution of the Arbitral Tribunal or any Counterclaim made after the submission of the Statement of Claim shall not be admissible if the same would affect the non-application of the provisions of this chapter, unless the Arbitral Tribunal permits so, subject to the approval of the Center, and for justified reasons to avoid any delay in the resolution of the dispute.

## **Article 45: Notice of Arbitration and Response**

- 45.1 The Claimant shall communicate to the Center and the Respondent a written Notice of Arbitration containing the Statement of Claim and the full details referred to in Article 5 of these Rules, and the Claimant's proposal as to the conduct of the hearings pursuant to Article 48 (2) of these Rules. Nevertheless, the Claimant may communicate a notification regarding the Notice of Arbitration to the Respondent by any means of communication, as set out under Article 4 of the Rules.
- 45.2 In case of non-delivery by the Claimant, the Center may communicate the Notice of Arbitration or a notification thereof to the Respondent(s) by any means of communication, as set out under Article 4 of the Rules.
- 45.3 Within 30 days of the date of being notified of the Notice of Arbitration, the Respondent shall communicate to the Claimant and the Center a Response to the Notice of Arbitration, including the Statement of Defense and the full details referred to in Article 6 of these Rules, and the Respondent's proposal as to the conduct of the hearings pursuant to Article 48 of these Rules.
- 45.4 If the Respondent fails to submit a Response to the Notice of Arbitration within the time limit referred in Article 45.3, no Counterclaim by the Respondent shall be admitted, unless the Arbitral Tribunal permits so

based on sound grounds pursuant to Articles 43 and 44 of these Rules.

### **Article 46: Constitution of the Arbitral Tribunal**

Unless the parties agreed otherwise, the Arbitral Tribunal shall be composed of a sole arbitrator appointed by the Center, without following the procedures set out under Article 12, within 7 days of the expiry of the period during which the Respondent may respond to the Notice of Arbitration, provided that the Arbitration Costs determined by the Center are settled.

### **Article 47: Conduct and Obligations of the Parties and the Arbitral Tribunal**

- 47.1 The parties shall act expeditiously throughout the proceedings.
- 47.2 The Arbitral Tribunal shall conduct the proceedings expeditiously taking into account the fact that the parties agreed to refer their dispute to expedited arbitration and the time frames in the Expedited Procedures stipulated in this Chapter.
- 47.3 The time limit stipulated by the Arbitral Tribunal for the submission of written statements shall not exceed 15 days, and the time limits set out in this Chapter may not be increased or extended except where there is a strong justification to be assessed by the Arbitral Tribunal, taking into account the principle of equality and the expeditious nature of the arbitration.

### **Article 48: Mode of Proceedings**

- 48.1 The Arbitral Tribunal shall, within 15 days of its constitution, finalize the timetable for the arbitration proceedings in consultation with the parties.
- 48.2 The Expedited Procedures shall be conducted and decided on the basis of the documents only. Nevertheless, the Arbitral Tribunal may, exceptionally, decide to hold hearings at the request of any party or

on its own initiative.

- 48.3 With respect to the Notice of Arbitration, and Response to the Notice of Arbitration, the parties shall provide their views as to the need to hold arbitration hearings, after stating the reasons of their request, which is subject to the discretion of the Arbitral Tribunal, following its constitution.
- 48.4 Statements of witnesses, including expert witnesses, shall be presented in writing and signed thereby unless the Arbitral Tribunal decides otherwise.

### **Article 49: Time Limit for the issuance of the Final Award under Expedited Procedures**

- 49.1 The Arbitral Tribunal shall issue the final award within a period not exceeding 90 days from the date of receipt of the case file, unless the parties agree to extend the time limit for one or more further periods.
- 49.2 The Arbitral Tribunal may, on its own motion, extend the time limit for issuance of the final award for a period of 30 days. The time limit for the issuance of the final award may be further extended by the Arbitral Tribunal for similar periods, subject to the approval of the Center.

## Chapter V: Emergency Arbitrator Procedures

### Article 50: Submission of the Application:

A party requiring emergency relief may, concurrently with, or following the filing of a Notice of Arbitration, but prior to the constitution of the Arbitral Tribunal, submit a written application to the Center along with serving a copy to the other parties at the same time, to appoint an Emergency Arbitrator.

### Article 51: Content of the Application

- 51.1 The application for the appointment of an Emergency Arbitrator shall include all necessary information for issuing the emergency relief, including in particular, the names of the parties and their contact details, a summary of the dispute, the arbitration agreement, the relief sought, the legal and factual grounds and a reasoned justifications for the relief sought.
- 51.2 The applicant for the appointment of an Emergency Arbitrator shall provide proof of notification to the other parties of the appointment application in accordance with Article 50 of these Rules, or determine the reasons why such notification could not be made.
- 51.3 The application for the appointment of an Emergency Arbitrator shall be submitted by hand, e-mail or any other electronic system acceptable to or implemented by the Center according to its applicable case management system.

### Article 52: Payment of Fees

The application for appointing an Emergency Arbitrator must be accompanied by proof of payment of the registration fee. Nevertheless, the administrative fees and the Emergency Arbitrator's fees stipulated in Table 3 shall be paid upon the Center's acceptance of the application.

### **Article 53: Appointment of Emergency Arbitrator**

The Center shall appoint an Emergency Arbitrator as soon as practicable, if, after consultation with the Committee, it is determined that the submitted application is prima facie based on valid grounds and the Centre has jurisdiction to administer the application..

### **Article 54: Impartiality, Independence and Challenge of the Emergency Arbitrator**

- 54.1 Within one working day of being notified of the nomination, the nominated Emergency Arbitrator shall, prior to acceptance of the appointment, disclose to the Center any circumstances that may give rise to justifiable doubts as to his impartiality or independence, where upon the Center will look into such doubts to decide, exercising its absolute discretion, regarding the appointment of the Emergency Arbitrator.
- 54.2 If a party submits an application to challenge the Emergency Arbitrator, it shall submit this application in writing, within 3 business days of being notified of his appointment and the Center shall decide on such application in consultation with the Committee and notify the parties of its decision as soon as practicable.

### **Article 55: Emergency Arbitrator Proceedings**

- 55.1 The Emergency Arbitrator may conduct the proceedings in such a manner as is consistent with these Rules and as he deems appropriate in the light of the nature and circumstances of the application.
- 55.2 The Emergency Arbitrator shall establish the timetable for emergency arbitration proceedings and shall promptly communicate the same to the parties by e-mail for its implementation.
- 55.3 Emergency Arbitration proceedings shall be conducted without the need to hold any hearing, unless it is decided so as an exception. In this case, such hearing shall be held remotely, unless the parties agreed

otherwise.

- 55.4 The Respondent shall have the right to object to the emergency relief, provided that such an objection is made within a short period of time, to be determined by the Emergency Arbitrator.

## **Article 56: Powers of the Emergency Arbitrator**

In conducting the proceedings, the Emergency Arbitrator shall have the same powers granted to an Arbitral Tribunal according to Article 37 of the Rules, including deciding on his jurisdiction, and ruling on any dispute that arises regarding the scope of application of the provisions of Chapter V.

## **Article 57: Determination of Application**

57.1 The Emergency Arbitrator shall decide on the application as soon as possible, and in all cases no later than 15 days from the receipt of the application file from the Center, unless all parties agree in writing to extend that period or if the Center agrees to the extension upon a reasoned written request from the arbitrator.

57.2 An emergency relief order or award may be conditional on provision of appropriate security by the applicant for urgent and emergency reliefs.

57.3 For an emergency reliefs to be granted, the Emergency Arbitrator must be satisfied that:

- a) The Emergency Arbitrator has jurisdiction; to order the emergency relief.
- b) There is a reasonable possibility of a successful claim;
- c) There is incurred actual or potential harm that is not reparable by way of damages;
- d) Extremely urgent circumstances exist;
- e) The interests of the emergency relief applicant

outweighs the harm that may be incurred by the party against whom the emergency relief is directed.

### **Article 58: Forms and Merits of the Emergency Relief**

- 58.1 The Emergency Arbitrator shall issue the emergency relief in the form of a written, signed, dated and reasoned order or award.
- 58.2 The emergency relief shall aim at preserving the claimed right and preventing harm that is not reparable by way of damages. The Emergency Arbitrator's order or award may be issued, for example and without limitation, in relation to any of the following cases:
- a) Maintain or restore the status quo pending the determination of the dispute;
  - b) Take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself;
  - c) Provide a means of preserving assets out of which a subsequent award may be satisfied;
  - d) Preserve evidence that may be relevant and material to the resolution of the dispute;
  - e) Provide a financial guarantee for the Arbitration Costs.

### **Article 59: Issuance of the Award or Order of the Emergency Arbitrator**

- 59.1 The order or award shall be issued and signed by the Emergency Arbitrator at the Center which shall in turn notify all parties as soon as possible. The Emergency Arbitrator has no authority to act in this capacity after the appointment of the Arbitral Tribunal.
- 59.2 The Arbitral Tribunal, when appointed, may consider the decision to confirm, review, modify or set aside any interim or partial award or order relating to emergency reliefs issued by the Emergency Arbitrator.



## **Article 60: Initial Allocation of Costs and Expenses**

The Emergency Arbitrator shall determine the initial allocation of costs and expenses associated with any application for Emergency reliefs. His determination shall be subject to the discretion of the Arbitral Tribunal to determine the final allocation of such costs and expenses in its final award to be issued.

## **Article 61: Membership of the Emergency Arbitrator in the Arbitral Tribunal**

The Emergency Arbitrator shall not act as a member of the Arbitral Tribunal, unless otherwise agreed in writing by all parties.

## Chapter VI: Arbitral Award

### Article 62: Awards, Decisions and Procedural Orders

- 62.1 When there is more than one arbitrator, the Arbitral Tribunal shall issue its awards by a majority of the arbitrators including the interim awards and conservatory measures.
- 62.2 With respect to the procedural matters, the procedural decisions or orders shall be issued by the presiding arbitrator solely, unless the Arbitral Tribunal decided or the parties agreed otherwise.
- 62.3 All awards issued by the Arbitral Tribunal under these Rules shall be final and binding on the parties. The parties shall perform the Arbitral Award in full immediately without any delay.

### Article 63: Form and Effect of the Arbitral Award

- 63.1 The Arbitral Tribunal may issue partial, final, interim, additional, or supplemental award, or any other decisions on different issues at various times, during the arbitral proceedings or for any other award it deems reasonable.
- 63.2 The Arbitral Tribunal shall communicate to the Center the draft Arbitral Award in advance and by no later than 7 days prior to its issuance.
- 63.3 The Center may review the draft Arbitral Tribunal award issued under these Rules in terms of form in order to ensure the compliance with the form requirements set out by these Rules and the procedural law applicable to the seat of arbitration.
- 63.4 The award shall, in particular, include the names and addresses of the parties, the names, addresses, nationalities and designations of the arbitrators, the date and place of issue of the Arbitral Award, the verbatim text of the arbitration agreement and any

amendments thereto, the summary of the parties' claims, evidences and the operative part of the award and its reasons taking into consideration indicating any other information required by the procedural applicable laws in the seat of arbitration.

- 63.5 All Arbitral Awards shall be issued in writing and shall contain the reasons upon which it was issued, unless otherwise agreed by the parties. The award must carry the seal of the Center.
- 63.6 Where there is more than one arbitrator, the award shall be signed by all arbitrators, unless it is legally or effectively impossible for one of them to sign. In such case, it shall be sufficient for the majority of arbitrators to sign, after stating the reason for the absence of the signature of such arbitrator. The filing of a dissenting opinion by an arbitrator with the Center constitutes a reason not to sign the Arbitral Award.
- 63.7 The Arbitral Tribunal may, upon the approval of the Center or agreement of the parties, sign the award electronically and handed it over to the Center, provided that such electronic signature shall conform with the electronic methods accepted to or recognized by the Center.
- 63.8 A copy of the award shall be delivered to each party by the Center after the parties have been notified by the Arbitral Tribunal issuing the award, provided that all Arbitration Costs determined by the Center or provided for in Chapter VIII of these Rules have been paid in full.
- 63.9 Where the applicable procedural law applicable at the seat of arbitration require the award to be filed or deposited with a judicial authority or any governmental entity, the Arbitral Tribunal shall comply with such requirement.

### **Article 64: Interpretation of the Arbitral Award**

- 64.1 Within 30 days of the receipt of the Arbitral Award, a party, with notice to the other parties and the Center, may request that the Arbitral Tribunal give an interpretation

of the award in respect of a specific points or part of the Arbitral Award.

- 64.2 If the Arbitral Tribunal considers that the request for interpretation is justified, the interpretation award shall be issued in writing within 30 days of the date of receipt of the request. The interpretation award shall form part of the Arbitral Award and the provisions of Article 63 of these Rules shall apply.

### **Article 65: Correction of the Arbitral Award**

- 65.1 Within 30 days of the receipt of the Arbitral Award, a party, with notice to the other parties and the Center, may request the Arbitral Tribunal to correct in the award any error in calculation any clerical, or typographical errors, or any error or omission of a similar nature.
- 65.2 If the Arbitral Tribunal considers that the request for correction is justified, it shall make the correction within 30 days of receipt of the correction request.
- 65.3 The Arbitral Tribunal may, within 30 days after the issuance of the award, make such corrections on its own initiative.
- 65.4 Such corrections shall be in writing in the original version of the award or through supplementary award. The correction decision or award shall form part of the Arbitral Award. The provisions of Article 63 of these Rules shall apply.

### **Article 66: Additional Arbitral Award**

- 66.1 Within 30 days of the receipt of the termination order or the Arbitral Award, a party, with notice to the other party and to the Center, may request the Arbitral Tribunal to issue an Arbitral Award or an additional Arbitral Award as to claims presented in the arbitral proceedings but not decided by the Arbitral Tribunal.
- 66.2 If the Arbitral Tribunal considers the request for the issuance of an Arbitral Award or additional Arbitral Award to be justified, it shall issue or complete its award

within 30 days of the receipt of the request. The Arbitral Tribunal may extend, if necessary, the period of time within which such award shall be issued.

66.3 In case of issuing an Arbitral Award or additional Arbitral Award, the provisions of Article 63 of these Rules shall apply.

### **Article 67: Additional Copies of the Arbitral Award**

Any party to the arbitration may request additional copies of the Arbitral Award within 60 days of the date of issuing such award, after paying all the fees specified by the Center in this respect.

## Chapter VII: Miscellaneous Provisions

### Article 68: Language and Interpretation of the Rules

68.1 These Rules are written and published in Arabic and English languages. In the event of any discrepancy between the Arabic version of these Rules and the English version or any other versions by the Center translated and published by the Center, the Arabic version shall prevail.

68.2 The Rules shall be interpreted by the Center.

68.3 The headings of the chapters and the articles in these Rules shall not be construed as interpretations of the contents of the provisions contained therein.

### Article 69: Confidentiality

69.1 Unless the parties explicitly agreed otherwise, the parties undertake to keep confidential all arbitral proceedings, awards and decisions as well as all documents and memoranda submitted by the parties during the arbitral proceedings, not otherwise in the public domain, save and to the extent that a disclosure may be required of a party according to a legal duty, to protect, pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority. This undertaking also applies to the Arbitral Tribunal, witnesses, the Arbitral Tribunal-appointed expert witnesses, the secretary of the Arbitral Tribunal and the Center and its employees.

69.2 The deliberations of the Arbitral Tribunal are likewise confidential, save and to the extent that a disclosure may be required by a decision rendered by a judicial authority.

69.3 Unless the parties explicitly agreed otherwise, the Center shall have the right to fully or partially publish any Arbitral Award in a manner that does not reveal the identity of any of the relevant parties to the award.

## **Article 70: Retrieval and Disposal of Documents**

70.1 The party that submits original documents to the Center shall request in writing the retrieval of such documents within six months of the date of the issuance of the Arbitral Award, provided that such party shall pay the fee prescribed therefor and any other fees or charges that may be due after the conclusion of the arbitration. The Center shall not be liable for any of such documents upon the lapse of the said period.

70.2 All documents submitted by the parties, the arbitrators or the experts to the Center and vice versa may be destroyed upon the lapse of one year from the date of communicating the Arbitral Award or a notification thereof to the parties.

## **Article 71: Exclusion of Liability**

Except for intentional wrongdoing and collusion, neither the Center, the Secretary General, employees of the Center, members of the Committee, the arbitrators, secretary of the Arbitral Tribunal, nor any person appointed by the Arbitral Tribunal, or the Center shall be liable to any party or any third party for any act or abstention in connection with the arbitration.

## **Article 72: Request for Certificates Related to Arbitral Proceedings**

Any party to the arbitration may submit a request for obtaining certificates stating that an arbitration case has been registered or the arbitration proceedings are on-going, after paying the prescribed fees and provided that it has been proven that such party has paid all the administrative expenses due in relation to the arbitration as specified in Table (1).

## Chapter VIII: Arbitration Costs

### Article 73: Definition of Costs

73.1 The Arbitral Tribunal shall fix the allocation of the Arbitration Costs in the final Arbitral Award and or in any other decision, as it deems it appropriate.

73.2 The term “Arbitration Costs” includes the following:

- a) Registration fee to be determined in accordance with Table 1 of the Rules;
- b) The administrative expenses to be determined in accordance with Table (1) of the Rules;
- c) The fees of the Arbitral Tribunal to be determined in accordance with Table (2) or Table (3) of the Rules;
- d) The fees of the Arbitral Tribunal’ secretary.
- e) The reasonable travel and other expenses incurred by the Arbitral Tribunal or witnesses including the expert witnesses;
- f) The reasonable costs of expert advice and of any other assistance (translation, etc.) required by the Arbitral Tribunal.
- g) The legal and other costs incurred by the parties in relation to the arbitration to the extent that the Arbitral Tribunal determines that the amount of such costs is reasonable; and
- h) Any fees and expenses of the appointing authority in case the Center is not designated as the appointing authority.

73.3 The Arbitral Tribunal shall not be paid any additional fees in relation to interpretation, or correction of the Arbitral Award or issuance of an additional Arbitral Award as per the provisions of Articles 64, 65 and 66 of these Rules.

73.4 In case the parties to ad hoc arbitrations agree that the Center provides its technical and administrative



assistance to such arbitrations, the provisions stipulated in this Chapter shall apply, except where the parties agree on a different determination of the fees of the Arbitral Tribunal or on applying any other provisions in this respect.

- 73.5 Notwithstanding the above, the Center may determine the Arbitration Costs that shall be applied without being required to comply with the costs set forth in Table 1, 2 and 3 of the Rules in case where the role of the Center was limited to providing technical or administrative support to any of the arbitration cases which are not governed by or conducted in line with the provisions of these Rules.
- 73.6 In case an order is issued by the Arbitral Tribunal, before the final Arbitral award is made, to terminate the proceedings pursuant to Article 41 of these Rules, the Center, in consultation with the Committee, shall determine the final Arbitration Costs either based on a percentage of the rates prescribed under Table (2) or based on the Center's assessment of the hourly rates according to Center's rates, having regard to when the Arbitral Tribunal has terminated the proceedings, the work it performed and other relevant circumstances.
- 73.7 The Arbitration Costs shall be paid in cash or by a certified check or a bank transfer in the name of the Center to the bank account specified by the Center. Payment can also be made through any other method that is appropriate or acceptable to the Center at the time of payment. The parties shall be responsible for any bank charges incurred.
- 73.8 The file of Arbitration Claim or the Counterclaim shall not be transmitted to the Arbitral Tribunal unless all the Arbitration Costs including the fees and expenses, determined in connection with the arbitration, are paid.

## Article 74: Registration Fee

- 74.1 Upon filing the Notice of Arbitration to the Center, the Claimant shall pay registration fee as per Table (1) of the Rules. The same fee shall be paid by the Respondent

upon filing a Counterclaim with the Center.

74.2 If the registration fee is not paid upon filing the Notice of Arbitration or the Counterclaim, the Center shall not register the Arbitration Claim or the Counterclaim.

74.3 The registration fee is non-refundable.

### **Article 75: Administrative Expenses**

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

75.2 The sum in dispute shall be determined based on the value of all claims. Notwithstanding that, the Center may determine a value for the administrative expenses in relation to the arbitration, excluding the value of the administrative expenses of the Counterclaim.

75.3 In relation to the Arbitration Claim (s) of unknown value or where the sum in dispute cannot be ascertained for any reason whatsoever, the Center shall determine the administrative expenses taking all relevant circumstances into account.

75.4 The Center may amend the administrative expenses and/or request the parties to pay additional expenses in the event where the parties amend their claims before the Center or the Arbitral Tribunal during the course of the arbitral proceedings.

75.5 The administrative expenses are non-refundable unless the Center determined otherwise taking into account the circumstances and status of the case.

### **Article 76: Fees of the Arbitral Tribunal**

76.1 The fees of the Arbitral Tribunal shall be determined based on the sum in dispute in accordance with Table (2) and Table (3) annexed to these Rules.

76.2 The sum in dispute shall be determined based on the value of all claims.

- 76.3 In relation to the Arbitration Claim or Counterclaim of unknown value or where the sum in dispute cannot be ascertained for any reason whatsoever, the Center shall determine the fees of the Arbitral Tribunal taking all relevant circumstances into account.
- 76.4 The total fees of the Arbitral Tribunal of three arbitrators shall be distributed between the members of the Tribunal so that the presiding arbitrator receives 40% and each co-arbitrator 30%, unless otherwise agreed upon by the members of the Arbitral Tribunal.
- 76.5 The arbitrator is entitled only to the fees determined in accordance with Table (2) annexed to these Rules, which are deemed to be approved by the arbitrator upon accepting his mission.
- 76.6 The determination of the fees of the Arbitral Tribunal in accordance with the scales set out in Table (2) or Table (3) annexed to these Rules shall be final.
- 76.7 The fees shall be paid to the Arbitral Tribunal after deducting any fees payable to the Center including but not limited to any bank charges, upon issuing the final Arbitral Award. As an exception, the Center may release part of the fees of the Arbitral Tribunal, taking into account the status of the arbitration and the remaining time limit for issuing the final Arbitral Award in light of the timetable of the arbitration proceedings, and having regard to the work performed and procedures taken by the Arbitral Tribunal up to the date of the request.
- 76.8 In case of any exceptional circumstances beyond the will of the arbitrator or in case of an arbitrator's death after accepting his mission and before issuing the Arbitral Award, the Center, after consulting with the Committee and the Arbitral Tribunal, as the case may be, shall determine his fees, having regard to the work he has performed and all other relevant circumstances.
- 76.9 The arbitrator who is removed according to Article 16 or successfully challenged according to Article 17 shall not be entitled to any fees, unless the Center decides otherwise.

- 76.10 The arbitrator may not directly or indirectly enter into agreements with the parties or their representatives with respect to his fees or the Arbitration Costs. The arbitrator shall also not accept directly or indirectly gifts or privileges from any of the parties to the arbitration or their representatives, whether prior to the commencement of the arbitral proceedings, during or after it.
- 76.11 In exceptional circumstances and after consultation with the Committee, based on the submitted request, the Center may determine the fees of the Arbitral Tribunal at a figure higher or lower than the figures prescribed under of Table (2) annexed to these Rules, provided that such increase or decrease does not exceed 25%.
- 76.12 In addition to the administrative expenses and the Arbitral Tribunal' fees, the Center shall fix a reasonable amount to cover any travel or other expenses referred to in Article 73 (2) and request the parties to pay the same at any time before the commencement, or during the course of the arbitral proceedings.

### **Article 77 : Deposit of Arbitration Costs**

- 77.1 The parties shall deposit at the Center the registration fees and other Arbitration Costs or any advance on such costs determined by the Center before the commencement of the arbitral proceedings. Unless otherwise determined by the Center, the Arbitration Costs and expenses, save for the registration fee, are payable in equal shares by the Claimant and the Respondent.
- 77.2 The Center may request each party to settle all the Arbitration Costs of their claims, in case of submitting a Counterclaim by the Respondent.
- 77.3 If the Arbitration Costs set out by the Center and / or any other costs determined in accordance with the provisions of these Rules are not deposited in full by any of the parties within 15 days from the submission of the Notice Of arbitration or Counterclaim or during any other period granted by the Center to such party or parties, the Center may address the other parties and/ or the Claimant to request them to pay the full amounts

required.

- 77.4 If the required Arbitration Costs, and any other costs fixed by the Center during the course of the arbitral proceedings, are not deposited in full within the period outlined in these Rules or any other period determined by the Center, the Center may suspend or terminate the entire arbitral proceedings of the Arbitration Claim and / or the proceedings related to the Counterclaim (as the case may be), if the Arbitral Tribunal has not yet been constituted, or it has not commenced the arbitral proceedings, the Center may request the Arbitral Tribunal to suspend or terminate the entire arbitral proceedings of the Arbitration Claim and / or the Counterclaim only (as the case may be) during the course of the proceedings.

## **Article 78: Allocation of Arbitration Costs**

- 78.1 The award shall include the amount of the Arbitration Costs, including the fees and expenses, the party that is obligated to pay them and the procedures for payment, unless the parties agreed otherwise.
- 78.2 Unless the parties agreed otherwise, the Arbitration Costs and / or any reasonable costs and expenses incurred for the conduct of the arbitral proceedings, shall in principle be borne by the unsuccessful party. However, the Arbitral Tribunal may apportion such Costs between the parties if it deems so reasonable, having regard to the circumstances of the case. Where the arbitral proceedings are delayed or additional costs are incurred or increased due to either party delay or acts, the party causing the delay shall also bear the costs so incurred or increased.
- 78.3 The Arbitral Tribunal shall, in the final Arbitral Award or in any other award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of Arbitration Costs.

Table (1): Registration Fee and Administrative Expenses for Arbitration			
Disputed Amount (Qatari Riyals)		Registration Fees (Qatari Riyals)	Administrative Expenses
FROM	TO		
-	QAR 200,000	QAR 2,000	QAR 2,000
QAR 200,001	QAR 500,000	QAR 5,000	QAR 5,000
QAR 500,001	QAR 10,000,000	QAR 5,000	QAR 5,000 + 1% of the amount exceeding QAR 500,000
QAR 10,000,001	QAR 30,000,000	QAR 5,000	QAR 100,000 + 0.75% of the amount exceeding QAR 10,000,000
QAR 30,000,001	QAR 50,000,000	QAR 5,000	QAR 300,000 + 0.50% of the amount exceeding QAR 30,000,000
QAR 50,000,001	QAR 100,000,000	QAR 5,000	QAR 400,000 + 0.50% of the amount exceeding QAR 70,000,000
QAR 100,000,001	QAR 150,000,000	QAR 10,000	QAR 500,000 + 0.1% of the amount exceeding QAR 120,000,000
QAR 150,000,001	QAR 200,000,000	QAR 15,000	QAR 550,000 + 0.05% of the Amount exceeding QAR 150,000,000
QAR 200,000,001	And Above	QAR 20,000	Maximum QAR 600,000

**Table (2): The Fees of The Arbitral Tribunal**

Disputed Amount (Qatari Riyals)		For a Sole Arbitrator (Qatari Riyals)	For a Panel of Three Arbitrators and above
FROM	TO		
-	QAR 250,000	QAR 10,000	QAR 25,000
QAR 250,001	QAR 500,000	QAR 15,000	QAR 35,000
QAR 500,001	QAR 1,000,000	QAR 25,000	QAR 35,000 + 3% of the Amount exceeding QAR 500,000
QAR 1,000,001	QAR 2,000,000	QAR 25000 + 1% of the amount exceeding QAR 1,000,000	QAR 50,000 + 3% of the Amount exceeding QAR 1,000,000
QAR 2,000,001	QAR 3,500,000	QAR 35000 + 0.75% of the amount exceeding QAR 2,000,000	QAR 75,000 + 3% of the Amount exceeding QAR 2,000,000
QAR 3,500,001	QAR 5,000,000	QAR 60000 + 0.5% of the amount exceeding QAR 3,500,000	QAR 100,000 + 3% of the Amount exceeding QAR 3,500,000
QAR 5,000,001	QAR 10,000,000	QAR 72000 + 0.8% of the amount exceeding QAR 5,000,000	QAR 200,000 + 0.8% of the Amount exceeding QAR 5,000,000

**Table (2): Arbitrators’ Fees**

Disputed Amount (Qatari Riyals)		For a Sole Arbitrator (Qatari Riyals)	For a Panel of Three Arbitrators
FROM	TO		
QAR 10,000,001	QAR 20,000,000	QAR 120000 + 0.25% of the amount exceeding QAR 10,000,000	QAR 250,000 + 0.5% of the Amount exceeding QAR 10,000,000
QAR 20,000,001	QAR 30,000,000	QAR 150000 + 0.25% of the amount exceeding QAR 20,000,000	QAR 310,000 + 0.5% of the Amount exceeding QAR 20,000,000
QAR 30,000,001	QAR 40,000,000	QAR 180000 + 0.25% of the amount exceeding QAR 30,000,000	QAR 380,000 + 0.5% of the Amount exceeding QAR 30,000,000
QAR 40,000,001	QAR 50,000,000	QAR 215000 + 0.25% of the amount exceeding QAR 40,000,000	QAR 450,000 + 0.5% of the Amount exceeding QAR 40,000,000
QAR 50,000,001	QAR 100,000,000	QAR 250000 + 0.05% of the amount exceeding QAR 50,000,000	QAR 500,000 + 0.1% of the Amount exceeding QAR 50,000,000
QAR 100,000,001	QAR 200,000,000	QAR 300000 + 0.025% of the amount exceeding QAR 100,000,000	QAR 600,000 + 0.05% of the Amount exceeding QAR 100,000,000
QAR 200,000,001	And Above	Maximum QAR 375,000	Maximum QAR 650,000



**Table (3): The Registration Fee,  
The Administrative Expenses and  
The Fees of the Emergency Arbitrator.**

Disputed.Amount (Qatari Riyals)	The Registration Fee	The Administrative Expenses	The Fees of the Emergency Arbitrator.
Below QAR 1,000,000	QAR 5,000	QAR 10,000	QAR 15,000
From QAR 1,000,001 To QAR 5,000,000	QAR 5,000	QAR 20,000	QAR 25,000
From QAR 5,000,001 To QAR 15,000,000	QAR 10,000	QAR 25,000	QAR 40,000
From QAR 15,000,001 To QAR 100,000,000	QAR 20,000	QAR 30,000	QAR 50,000
From QAR 100,000,001 And Above	QAR 25,000	QAR 40,000	QAR 100,000

Qatar International Center for  
Conciliation and Arbitration  
“QICCA”

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Arbitration Rules  
2024