N°4 / Casablanca, a mediation and arbitration hub for Africa

CFC Africa Insights

Casablanca, a mediation and arbitration hub for Africa

CASABLANCA FINANCE CITY
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DLA PIPER

Casablanca, a mediation and arbitration hub

for Africa

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Foreword

Said Ibrahimi
CEO of Casablanca Finance City

We are delighted to bring to you this fourth edition of the CFC Africa Insights series.
This series of reports aim to provide the CFC community and more broadly international investors with up to date analysis and insider views on Africa's dynamics.

For this edition, we partnered with DLA Piper, one of Africa's leading multinational law firms operating in 20 countries over the continent and member of the CFC community since 2015.

We chose to focus on arbitration and mediation given the importance of legal certainty for investors who usually consider civil litigation in African jurisdictions as complex, time-consuming and costly. This publication aims at showcasing how the CIMAC can offer a reliable and efficient alternative for companies faced with Africa-related disputes.

The Casablanca International Mediation and Arbitration Center (CIMAC) which is fully operational since 2017, is a core component of CFC's value proposition to streamline doing business in Africa. We are confident that it will play a key role in bringing speed and building confidence for investors across the continent.

I wish you a pleasant read.

Christophe Bachelet
DLA Piper Casablanca
Country Managing Partner

On behalf of DLA Piper, and as a member of Casablanca Finance City, it is my privilege to present to you our report on Casablanca as an arbitration and mediation hub for Africa, part of the CFC Africa Insights series.

Casablanca Finance City has built over the years a strong membership community by supporting the deployment of its members' activities in Africa. The CIMAC comes as an additional tool in the first class ecosystem of the Kingdom of Morocco created by CFC to help operators efficiently deal with disputes that may arise when doing business in Africa.

In this publication, we explore the opportunities created by the CIMAC, which aims at providing the neutral forum sought by investors operating in Africa, as well as the challenges it may face.

We hope that this report will be helpful, to members of CFC as well as to all international operators, to understand arbitration in Africa and the contributions of the CIMAC in that regard.

AN INTRODUCTION TO ARBITRATION IN AFRICA

Over the last few decades, and in part thanks to increased foreign investments, better governance and the emergence of a booming consumer middle class, the African continent has shown impressive economic growth and is now considered the second fastest-growing region in the world.[i]

In 2018, despite a global downward trend, foreign direct investment (FDI) flows to Africa rose to USD46 billion, representing an 11% increase after successive declines in 2016 and 2017 [ii]. Main source countries for FDI included France, the Netherlands, the United States, the United Kingdom and China.[iii]

Traditionally, investment and trade were confined to the oil and gas and natural resources industries. However, in the last few years, there has been significant inflows taking place across various sectors, such as financial services, real estate, infrastructure, telecoms and consumer goods.

> Given Africa's relevance as a foreign investment destination, international arbitration has simultaneously emerged as the most sought-after method in dealing with investment and Africa-related commercial disputes.

In 2016, there were 82 cases which involved African parties at the London Court of International Arbitration (LCIA), representing 6.4% of all cases. With regards to investment treaty arbitration, over the past 20 years, more than 100 investment arbitration requests have involved African parties, representing nearly 11% of all investor-State disputes worldwide.[iv] Moreover, between 2013 and 2018, more than 56 actions were brought against African countries in the context of investment arbitrations.

Although the continent presents attractive investment opportunities, foreign investors remain hesitant because of the perceived risks associated with doing business in Africa. These range from economic to political instability as well as issues related to setting up businesses, land access to credit or inadequate infrastructure. These factors increase the complexity of investing and doing business in the region and can increase the likelihood of disputes.

In addition to the risks of doing business in Africa, investors usually consider civil litigation in African jurisdictions as complex, time-consuming and costly. Indeed, the legal systems across the continent are based on either common law or the codified civil law systems of the former colonial powers, sometimes mixing elements from both legal systems. Islamic and customary law can also be heavily influential in some jurisdictions, These specificities may be challenging for foreign investors.

Furthermore, some investors have complained about undue interference in African courts, in particular through the biased appointments of judges, the payment of bribes, or the ouster of sitting judges. It follows therefore that investors and businesses are increasingly turning to arbitration as a sensible option to avoid the difficulties of litigation before African courts.

> As outlined above, the number and frequency of commercial and investment disputes involving Africa has increased, yet international arbitration has traditionally been administered under the aegis of western institutions ...

such as the International Chamber of Commerce (ICC), the London Court of International Arbitration (LCIA) and the International Centre for Settlement of Investment Disputes (ICSID).

Many African practitioners deplore the offshoring of Africa-related disputes, recalling that arbitration has been a part of the customary laws of many African countries long before the colonial era.

Fortunately, the status quo is evolving and arbitration in Africa is spreading all the while maturing.

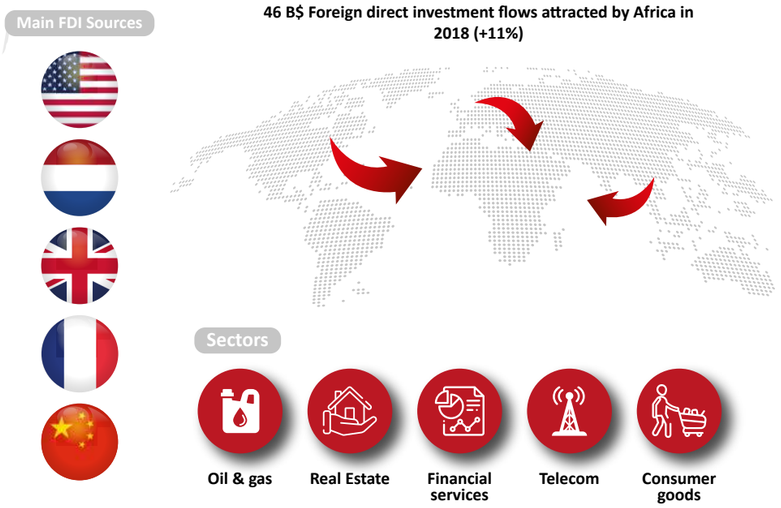
> The significant appetite for international arbitration in Africa is materialized by the implementation of numerous legal reforms along with the proliferation of arbitration institutions on the continent

such as the Cairo Regional Centre for International Commercial Arbitration (CRCICA), the Nairobi Centre for International Arbitration (NCIA), the Kigali International Arbitration Centre (KIAC), the Lagos Court of Arbitration (LCA), the Arbitration Foundation of Southern Africa International (AFSA INTERNATIONAL), the Mauritius International Arbitration Centre (MIAC), the Common Court of Justice and Arbitration (CCJA) developed by the Organization for the Harmonization of Business Law in Africa (OHADA) or the Casablanca International Mediation and Arbitration Centre (CIMAC), to name only a few.

Today, there are nearly 80 arbitral institutions in Africa, which is a significant number considering that the continent comprises 54 countries.

> The abundance of arbitral institutions on the continent can be explained by the willingness of African governments in sending a clear message regarding political and legal stability, with the hopes of reassuring foreign investors.

This publication will focus on the case of the Casablanca International Mediation and Arbitration Centre (CIMAC) in Morocco which aspires to offer a reliable and efficient alternative for users faced with Africa-related disputes.



WHY MOROCCO?

Morocco, a portal to Africa

In order to emerge as a regional business hub, the Moroccan government has implemented a series of strategies aimed at attracting foreign investment, through macro-economic policies, trade liberalization, investment incentives, infrastructure initiatives and structural reforms.

In addition to enjoying political stability, the country benefits from a strategic geographical position where Africa, the Middle East and Europe meet, making it a favorable entry point for investment in Africa.

Morocco has also been consolidating its diplomatic alliances with African countries over the years, through its return to the African Union in January 2017 and support of the launch of the African Continental Free Trade Area (AfCFTA) in March 2018. Morocco is also currently working towards membership of the Organization for the Harmonization of Business Law in Africa (OHADA) and the Economic Community of West African States (ECOWAS) which are additional means of promoting foreign investment and trade as well as accelerating economic development.

A favorable environment for arbitration

Morocco has always been at the forefront of the development of African arbitration, in particular through its early membership to the 1958 New York Convention relating to the recognition and execution of foreign arbitral awards.

It is also one of the first states to be party to the ICSID Convention permitting a recourse to investors against States in the event of a foreign investment infringement by the latter.

Morocco was also notoriously the very first state to be part of an ICSID arbitration under the 1965 Washington Convention with the Holiday Inns v. Morocco case.[v] Moreover, one of the most emblematic cases in investment arbitration was between the Moroccan State and the Italian company Salini, to which we owe the legal definition of the notion of investment today, known as the Salini test.[vi]

With regard to its national laws, Morocco established itself as a forerunner due to provisions on domestic arbitration that were already included in the 1913 Moroccan Civil Code of Procedure. The section on arbitration was later reformed in 2007 with the promulgation of Law 08-05,[vii] inspired by the rules of various international arbitral institutions, which introduced a solid legal framework governing international arbitration to the Moroccan Civil Code of Procedure and amended the provisions relating to domestic arbitration and mediation.

Moreover, a dialogue has been initiated with Moroccan judges and training programs have been implemented to ensure active support from the local judicial system and to prevent potential court interference. An important meeting between the President of the International Bar Association and the President of the Moroccan Court of Cassation was held in December 2015, during which the latter made a clear commitment to create favorable conditions for arbitration in Morocco.

Such dialogues and exchanges are maintained to ensure that the representatives of the judiciary have a better understanding of arbitration, in particular for the enforcement and recognition of arbitral where they play a key role.

Nevertheless, Moroccan arbitration legislation has not been immune to criticism. Legislators have been attentive to these and a reform is expected early 2020. The objective of this new law would be to codify the provisions on arbitration. The reforms also aims at simplifying and modernizing the arbitration procedure, including the provisions relating to the production of documents by third parties and electronic arbitration agreements. It is also understood that the new law would remove the current requirement for arbitrators to be recognized by the public prosecutor's office, thereby protecting the independence of arbitrators and increasing the number of potential nominees, as this requirement is not used in practice.

Morocco's membership to the New York Convention

1958

Morocco is one of the first states to be part of an ICSID arbitration (Holiday Inns Vs. Morocco case)

1965

Promulgation of the law 08-05 with a section dedicated to arbitration

2007

Inauguration of the CIMAC & launch of the Casablanca Arbitration Days conference series

2014

Important meeting between the president of the International Bar Association and the president of the Moroccan court of cassation

Dec 2015

THE CASABLANCA INTERNATIONAL MEDIATION AND ARBITRATION CENTRE (CIMAC)

A Casablanca Finance City initiative

Riding the wave of foreign interest in the Moroccan market and following the example of other international financial centres such as Dubai and Singapore, Casablanca Finance City (CFC) encouraged and supported the creation of the Casablanca International Mediation and Arbitration Centre (CIMAC).

The Centre's inaugural arbitration conference occurred in 2014 on the occasion of the Casablanca Arbitration Days and was supported by the LCIA, the ICC and the International Centre for Dispute Resolution (ICDR).

> The CIMAC reflects CFC's ambition to emerge as a financial centre for Morocco but also for the entire continent as well as to reinforce its attractiveness.

An arbitration centre is also essential for the development and harmonization of the practice. These kinds of institutions provide practical tools for the administration of arbitral proceedings through the rules guiding parties on the choice and appointment of arbitrators, the seat and language of the arbitration or the duration of proceedings.

Additionally, the decision-making body within the centre that is called upon to rule on questions relating to the constitution of the arbitral tribunal and compliance with time limits can also counterbalance the inexperience that local courts sometimes have in arbitration matters.

Adoption of rules in line with international standards

> For the efficient conduct of arbitration proceedings, the CIMAC has adopted rules in line with international standards.

Like the majority of institutional arbitration rules, the CIMAC's follow a chronological structure and are based on the different stages of the arbitral process.

The first articles of the CIMAC Arbitration Rules deal with the initial phase of the proceedings, namely the modalities for the filing of a request for arbitration and the essential items that must be included in the request for arbitration, the answer to the request for arbitration, and subsequent submissions.

The Rules also address the constitution of the arbitral tribunal, challenges and replacement of arbitrators, multiple contracts, consolidation of proceedings, intervention of third parties, document production, use of witness and expert evidence, and conduct of hearings.

The CIMAC also incorporated in its Rules fundamental principles of procedure such as the adversarial principle, interim and conservatory measures, the arbitrator's duty of independence and impartiality, as well as the competence-competence principle which allows the arbitrators to decide the issue of their own jurisdiction.

Moreover, the CIMAC Arbitration Rules place a special emphasis on confidentiality. Where many arbitral institutions do not set confidentiality as a principle unless the parties have expressly agreed to it, the CIMAC Arbitration Rules provide that «the arbitral procedure is confidential» unless there is a contrary mandatory legislative provision, and unless the parties agree otherwise. This confidentiality is extensive as it applies not only to exchanges, memorials, hearing and decisions but also to the very existence of the arbitration. This emphasis responds to the demands of economic actors who often seek an effective shroud of confidentiality over their arbitral proceedings.

Surprisingly and unlike other institutional rules, the CIMAC Arbitration Rules does not tackle the subject of emergency arbitration which allows the requesting party to file an application for a conservatory or interim measure directly with institution instead of resorting to the national court system.

The CIMAC's international ambitions

One thing that distinguishes the CIMAC from other arbitral institutions is its strong international positioning.

Article 17.4 of the CIMAC Arbitration Rules provides that the parties can choose to conduct their arbitration either in French, English, Arabic or Spanish. In the absence of such an agreement, the Court may determine the language of the proceedings amongst the four languages abovementioned, while taking into consideration the circumstances of the case.

With regards to the seat of arbitration, article 17 of the CIMAC Arbitration Rules provides that «in the absence of an agreement between the parties, the seat of arbitration will be Casablanca in Morocco, without prejudice to any other situation that the Court could take into consideration in the determination of the most appropriate arbitration seat».

The parties are thus free to determine where the arbitration proceedings should be seated but if they have not done so, Casablanca is set as the default seat. Moreover, in the absence of an agreement between the parties, the arbitral institution or the state court in the case of an ad hoc institution may define the seat of arbitration elsewhere, taking into consideration relevant factors such as the applicable law, neutrality and accessibility.

The decision of the seat of arbitration is strategic as the law of the seat determines the applicable public policy procedural rules as well as the grounds of annulment of the award. The seat thus designates the national courts which will support the arbitral process and which will be competent to hear an annulment action brought against the arbitral award. Regardless of the seat, the CIMAC Arbitration Rules also provide that the hearings, meetings, and deliberations can take place in any other part of the world subject to the parties' agreement.

In order to reinforce its international character, the CIMAC signed a cooperation agreement with the Vienna International Arbitration Centre (VIAC) in October 2018, providing inter alia for both centres to act respectively as appointing authorities, to appoint experts and to organize joint events. The CIMAC also announced the signing of a cooperation memorandum with the International Centre for the Settlement of Investment Disputes (ICSID) in late November 2018 during the fourth edition of Casablanca Arbitration Days. This memorandum provides for the possibility of organizing arbitration hearings administered by the ICSID at the CIMAC's premises in Casablanca, contributing to scientific research on dispute settlement and the organization of joint events and seminars.

The CIMAC's composition

Aware of the underrepresentation of African practitioners in the arbitration scene, the CIMAC has also chosen to be international with regards to its composition.

Extensive research has demonstrated that the increase of the number of disputes involving African parties in international arbitration contrasts with the low number of African practitioners appointed, whether lawyers, arbitrators or members of arbitral institutions.[viii]

This situation is mainly due to the mistrust of international actors in the capacities of African practitioners but also to the lack of information that the general public has access to in that regard.

As stated in its Internal Rules of the Court of Arbitration: «[t]he Court shall ensure that its composition remains international by balancing the numbers of its Moroccan and non-Moroccan members».

> The CIMAC's Court of Arbitration is thus composed of prominent actors from Morocco, Nigeria, Mali, Egypt, United Kingdom, United Arab Emirates but also France, Spain and Switzerland, among others.

Furthermore, in order to strengthen the centre's independence, credibility and its regional and international influence, the CIMAC decided that its Court of Arbitration would be presided over by a foreign chair.

The necessity for safeguards was well understood by the CIMAC's founders, as African countries can often face prejudices, preconceived ideas, negative perceptions and political-economic amalgams. Thus, important work still needs to be done to reverse the negative image that is often associated with Africa in terms of ethics. In that regard, Juan Fernandez-Armesto, president of the Spanish arbitration institution and member of the CIMAC, explained that «ethics is an instrument to optimize the conduct of arbitration and avoid corruption».[ix]

By appointing foreign practitioners, the CIMAC asserts its independence from any public authorities and respects and applies strict principles of non-interference by public authorities in the administration of cases.[x]

Possible arbitration languages

Free choice for the seat of arbitration

Arbitration rules inline with international best practices

International partners

ICSID International Centre for Settlement of Investment Disputes WORLD BANK GROUP

VIAC Vienna International Arbitral Centre

International court of arbitration with foreign chair & practionners from

THE ADVANTAGES OF ARBITRATION

As an alternative method of dispute resolution, one often hears that

> arbitration is the preferred alternative method of dispute resolution for resolving commercial disputes, in particular when these disputes are international.

In comparison to the more traditional judicial system, arbitration offers numerous advantages which are embodied by the CIMAC's Arbitration Rules.

Flexibility

Arbitration is often referred to as a «tailor-made» justice as it allows the parties to play an essential role in how the proceedings take place.

The parties may choose to have their dispute settled by institutional or ad hoc arbitration. Arbitration is considered institutional when it is subject to the rules of an arbitration institution responsible for its organization. Arbitration is ad hoc when it is not entrusted to an arbitration institution, in which case the parties have complete freedom in the organization of the arbitral proceedings.

However, institutional arbitration does not deprive the parties from deciding on how arbitration proceedings are held. As a matter of fact, like other institutional rules, the CIMAC's Arbitration Rules grant the parties a large degree of freedom to define many aspects of the procedure.
As an example, the parties may be involved in the setting of the procedural calendar as they participate, together with the arbitrators, in the choice of dates for the submission of their pleadings and hearings. The parties may also be involved in the process of organizing a document production phase.

As mentioned before, the parties are also free to choose the language of the procedure or decide whether or not the arbitration will be confidential.

Length of the procedure

Theoretically, while each procedure, depending on its specific characteristics and complexities, may be more or less lengthy, arbitration makes it possible to obtain a final arbitral award within potentially shorter timeframes than state judicial proceedings.

Like many other rules drafted by arbitral institutions, the CIMAC's Arbitration Rules pursue the objective of speed and efficiency of the procedure through various means.

Firstly, article 43 of the CIMAC's Arbitration Rules explains that the parties may benefit from an expedited procedure, also known as a «fast-track procedure» when the amounts in dispute do not exceed the equivalent of EUR200,000 or when other circumstances of the disputes require it. In the event of an accelerated procedure, the procedural deadlines are shortened and the dispute is heard by an arbitral tribunal composed of a sole arbitrator which will have to render the award within 6 months.

Secondly, in order to shorten the arbitral proceedings, the CIMAC's Arbitration Rules, unlike other arbitral institutions such as the ICC, do not require that the arbitral tribunal draw up terms of reference. The terms of reference are a document signed by the parties and the arbitral tribunal, which include a summary of the parties' respective claims and of the relief sought by each party, together with the amounts of any quantified claims, a list of issues to be discussed by the tribunal and the details of the applicable procedural rules.

Another noticeable trait that distinguishes the CIMAC's Arbitration Rules from other arbitration rules is that it does not include the process of «scrutiny». The scrutiny mechanism is the prior examination of the arbitral award by the Court before it is issued to the parties. This process is meant to ensure that arbitral awards do not contain errors which may be the ground for subsequent challenges. As this is a lengthy procedure which delays the issuing of the arbitral award to the parties, the CIMAC has taken the position not to implement it, confident that the expertise of the arbitrators would avoid such mistakes.

Confidentiality

The esteemed scholar and renowned international arbitrator Serge Lazareff stated that «confidentiality is an inherent part of international commercial arbitration, subject to the sole exception of absolute and overriding public interest.»[xi]

Article 44 of the CIMAC Arbitration Rules establishes confidentiality as a principle and states that unless otherwise agreed by the parties, the arbitration proceedings are confidential.

While judicial proceedings are generally public, the parties to an arbitration may agree to make its existence and content confidential. Such confidentiality may protect all documents and information exchanged during the arbitration as

well as the very existence of the arbitration. It should be noted, however, that there are limits to confidentiality. Indeed, an arbitration-related procedure before the state courts will necessarily involve the disclosure of the existence of the arbitration as well as certain elements of the dispute. This will be the case, for example, in the event of an action for annulment or in the event of an exequatur procedure.

The Moroccan Civil Code of Procedure also prohibits the publication of an arbitral award or extracts therefrom without the express authorization of the parties concerned. It also provides that arbitrators are subject to professional secrecy and that the disclosure of confidential information entrusted by the parties exposes them to criminal sanctions.

Cost

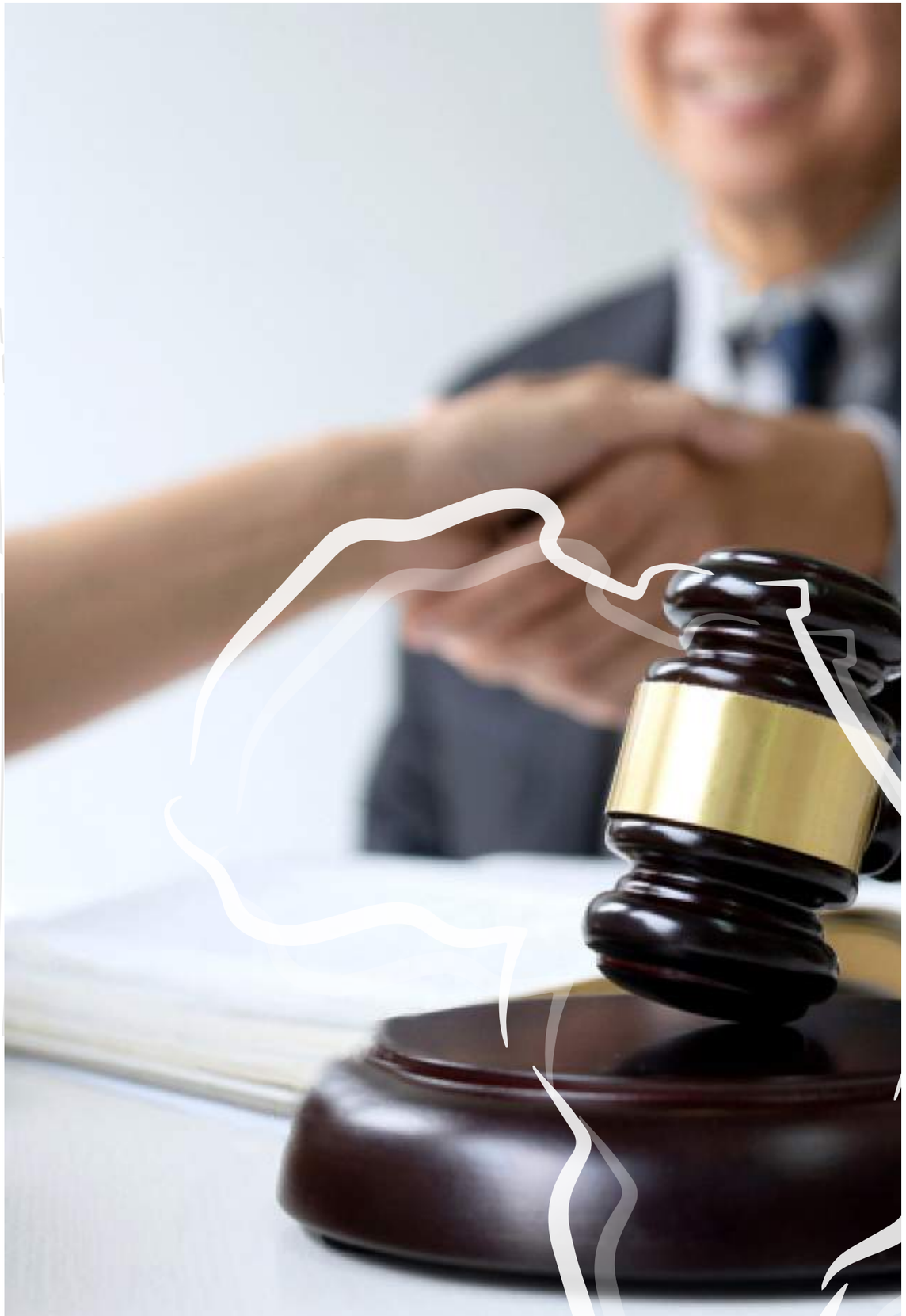
Arbitration is widely recognized as a more cost effective procedure than formal judicial court proceedings.

The cost of an arbitration generally includes the administrative costs charged by the institution, the arbitrators', legal counsels' and the experts' fees. These costs may be shared between the parties or borne solely by the unsuccessful party, in accordance with the terms of the arbitral award.

The cost of arbitration will depend on various factors including the length of the process, the complexity of the dispute, the number and level of experience of the arbitrators involved, and even the type of hearing requested by the parties.

Furthermore, as the costs of an arbitration are correlated to the celerity of the arbitration, both parties have a responsibility as much as the arbitrator to ensure that the arbitration is expeditious. This can be done by limiting the time spent on the document production stage, determining the admissibility of documents prior to discovery, setting dates and ensuring that all deadlines are kept and paperwork handed in time.

The cost of an institutional arbitration will also depend on the arbitral institution chosen by the parties as the administrative costs represent a large part of the proceedings. One of the important advantages of the CIMAC is that the administrative costs and the arbitrators' fees are less costly than other institutions. As an example, for a dispute amounting to EUR1 million with an arbitral tribunal composed of three arbitrators, the costs of an arbitration before the CIMAC would range from EUR65,000 to EUR210,000. In comparison, those fees could vary from EUR110,000 to EUR250,000 before other international institutions particularly in Europe and North America.



MEDIATION AS AN ALTERNATIVE DISPUTE RESOLUTION MECHANISM

Traditionally, contractual mediation, as opposed to judicial mediation, is defined as a mechanism by which a third party, known as the mediator, who is chosen for its neutrality, assists the parties in reaching an amicable settlement of their dispute.

> Like arbitration, mediation is an alternative dispute resolution method but is often regarded as more flexible, faster and less costly.

Unlike arbitration, the outcome of mediation is not binding and the mediator does not issue a jurisdictional decision. The parties retain control in the sense that they can abandon the mediation procedure at any time. The consent of all parties is required for the settlement and a party can never be forced to accept an outcome that it would not deem appropriate.

Mediation also has the obvious advantage of avoiding litigation, which allows the parties to maintain their business relationships.

Mediation and arbitration are often linked as parties may insert in their mediation clause that if they do not reach an agreement within a certain period of time, the dispute may be referred to an arbitrator by the most diligent party.[xiii]

Mediation in Africa

As evidenced by the creation and development of numerous mediation centres, mediation is becoming more and more popular in Africa.

The Ouagadougou Arbitration, Mediation and Conciliation Centre (CAMC-O) in Burkina Faso was created in 2005 and is considered one of the most influential centres on the continent. According to its website, for the year of 2018, the CAMC-O has enrolled a total of 45 mediation cases for a total of CFA16 billion in dispute and 15 cases in arbitration for CFA3 billion in dispute. The centre has thus handled three times as many mediation cases than arbitration cases and the amounts in dispute in the mediation cases represented more than five times the amounts in dispute in the arbitration cases.

Other centres are also very active in the region. It is the case with the Arbitration, Mediation and Conciliation Centre of the Chamber of Commerce and Industry of Benin (CAMeC) or the Court of Arbitration of Ivory Coast (CACI), which also offers its services in mediation.

> The most remarkable progress for mediation in Africa is without a doubt the initiative undertaken by the OHADA with the adoption of the Uniform Act on Mediation entered into force on 15 March 2018.

Upon analysis, it appears that not only does this act significantly consolidate existing institutions and mediation centres, it also standardizes the rules and principles of mediation procedure.

The Act provides a useful definition of mediation: «*any process, regardless of its name, whereby the parties request a third person to assist them in their attempt to reach an amicable settlement of their dispute, adversarial relationship or disagreement arising out of a legal or contractual relationship, or related to such relationship, involving natural persons or legal entities, including public bodies or States*».

Moreover, the Uniform Act on Mediation specifies that mediation may be carried out by the parties or at the request/invitation of a court, arbitral tribunal or competent public entity.

In order to guarantee the respect for the will of the parties, moral integrity, independence, impartiality of the mediator, confidentiality and effectiveness of the meditation process, the legislator has included in the Uniform Act on Mediation guiding principles and rules governing exchanges between the mediator and the parties. In that regard, article 8 of the Act provides that «*the mediator and any institution established in one of the States Parties offering mediation services shall adhere to the principles guaranteeing respect for the will of the parties, the moral integrity, independence and impartiality of the mediator, confidentiality and efficiency of the mediation process*».

All of the abovementioned principles and rules are binding on all mediation centres and institutions located in the OHADA zone.

Mediation in Morocco

- Moroccan Code of Civil Procedure

In 2007, following the model of the European Union and its directives, Moroccan legislators has started the formalization, organization and supervision of mediation by dedicating an entire section of the Moroccan Code of Civil Procedure to contractual mediation.[xiv]

Although Moroccan legal provisions do not include a specific definition of contractual mediation, they accept de facto the definition contained in the European Union directives, namely that mediation is a structured process in which two or more parties to a dispute attempt voluntarily to settle their dispute with the help of a mediator.

Article 327-66 of the Moroccan Code of Civil Procedure puts special emphasis on the principle of confidentiality as it states that the mediator is bound by the obligation of professional secrecy, with regard to third parties under the terms and under the sanctions provided for in the Moroccan Criminal Code relating to professional secrecy. Therefore, in case of a breach of professional secrecy, the mediator could face criminal prosecution.

This confidentiality is an undeniable advantage, especially in business. It allows parties to maintain harmonious relationships and preserve the bond of trust between them while facilitating the emergence of a solution acceptable to both parties.

Furthermore, article 327-69 of the Moroccan Code of Civil Procedure provides that if the parties to a mediation reach a settlement, this settlement has the force of res judicata and may be given the mention of exequatur by a Moroccan judge.

- Mediation under the CIMAC

> In order to offer its users a wide range of services in terms of alternative dispute resolution, the CIMAC is currently working towards the development of its mediation centre, in particular through the implementation of mediation rules.

With regards to mediation costs, the CIMAC would adopt the same approach as with arbitration and propose moderate fees to accommodate most users, from small to multinational companies.

The CIMAC also plans on implementing training programs for practitioners. Mediation is a relatively new field which requires not only strong legal skills but also in-depth knowledge of behavioural science and psychology.

To satisfy the increasing interest in alternative dispute resolution mechanisms, the CIMAC thus seeks to propose a fully operational mediation centre as well as mediators trained in accordance with the highest international standards.

The Singapore Convention: An Impetus for Mediation Worldwide

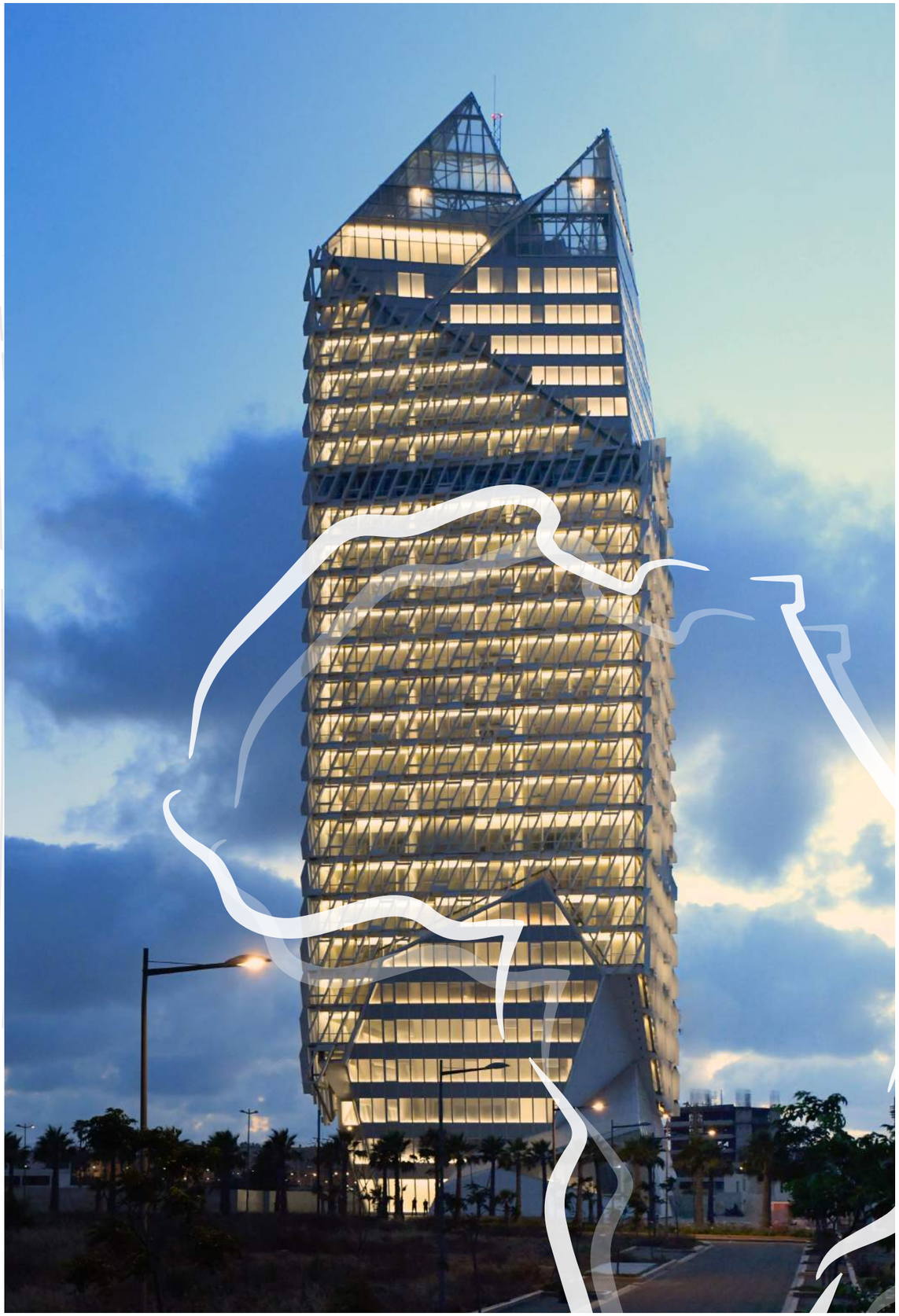
The United Nations Convention on International Settlement Agreements Resulting from Mediation, also known as «Singapore Convention on Mediation» was adopted in late December 2018. It is the result of a long negotiation, and aims at providing settlement agreement with an international recognition and enforcement regime, as the New York did for arbitral awards.

The definition of mediation provided by the Convention is broad enough to encompass settlement agreement resulting from conciliation as well. Article 2.3 of Convention states «[M]ediation means a process, irrespective of the expression used or the basis upon which the process is carried out, whereby parties attempt to reach an amicable settlement of their dispute with the assistance of a third person or persons («the mediator») lacking the authority to impose a solution upon the parties to the dispute».

Basically the Convention will apply where the settlement agreement is (i) in writing; (ii) results from mediation; (iii) is an agreement between two or more parties who have their place of business in different States; and (iv) the place of business of each of the parties to the agreement is in a State that has acceded to or ratified the Convention.

Are out of the scope of the Convention settlement agreements (i) relating to consumer transactions, to family, inheritance or employment law; (ii) that have been approved by a court or concluded in the course of proceedings before a court and that are enforceable as a judgment in the State of that court; or (iii) that have been recorded and are enforceable as an arbitral award. (Article 1 of Singapore Convention).

States are encouraged to adopt a pro-enforcement regime towards international settlement without prejudice to domestic courts' right to apply the different grounds of refusal mentioned in Article 5. So far only 46 States, including the following African Countries (Congo, Democratic Republic of Congo, Benin, Eswatini, Mauritius, Nigeria, Sierra Leone, Uganda), have signed the convention. The CIMAC through its regular dialogue with representatives of the Judiciary advocates for the signing and ratification of Convention by Morocco.



CONCLUSION

Since its creation in 2010, Casablanca Finance City's successful track record includes more than 200 companies with CFC status, 13 partnerships with international financial centres and 18 South-South partnerships.

This expansion cannot be dissociated from the growing interest for alternative dispute resolution mechanisms in Africa. With its leading role in the establishment of the CIMAC, a fair and independent dispute resolution centre, CFC continues to secure its place as the leading financial centre in Africa.

As evidenced by the increasing regularity of arbitration conferences in Africa, notably the Casablanca Arbitration Days organized annually by the CIMAC with the support of the CFC which bring together prominent African and international arbitrators, it is clear that arbitration in Africa has a bright future.

KEY TAKEAWAYS

Parties should always consider inserting into their contracts an arbitration agreement, especially when their assets are in different jurisdictions or if potential disputes might give rise to complex technical issues.

The arbitration agreement requires careful drafting as a clear and effective arbitration agreement is essential to the success of any arbitral proceedings. A badly-drafted clause, known as a «pathological clause», may put the arbitration at risk and be the cause of years of proceedings, wasted costs and an award that is unenforceable.

Like most institutions, the CIMAC provides a model arbitration clause to guide the parties in the drafting of the arbitration agreement. These kind of model clauses are valuable to all parties and not only to those wishing to have an institutional arbitration, as they are tried and tested clauses shown to work repeatedly in practice.

However, model clauses are not well suited to every transaction and every type of dispute. In that regard, the parties should not fall into the trap of systematically putting the same arbitration clause in all their contracts but should instead take into consideration the particulars of each case and tailor the arbitration agreement accordingly.

This section provides key recommendations for the drafting of efficient and enforceable arbitration agreements.

1 Wording of the arbitration agreement

The arbitration agreement must reflect the parties' unequivocal intention to settle their dispute through arbitration. As such, the parties should use mandatory language, such as «must» or «shall», rather than using permissive language like «may» or «might».

2 Scope and arbitrability

The parties should decide what disputes they wish to be referred to arbitration. Generally, it is recommended for clauses to be drafted very
broadly so as to capture all disputes which might arise between the parties. An arbitration agreement should thus mention that «all disputes arising out of», «in connection with», or «relating to the contract» should be referred to arbitration.

3 Choice of arbitral rules

Although arbitral rules can be chosen by the arbitrators, it is recommended that the parties specify in the arbitration agreement which rules should be used. Generally, the choice will be between arbitration under «ad hoc» rules and arbitration under «institutional» rules.

On the one hand, the ad hoc arbitration is conducted under rules adopted for the purpose of the specific arbitration,

without the involvement of any arbitral institution. Although the parties can draw up all the arbitral rules themselves, this might be costly and time-consuming.

Therefore, the parties usually leave the rules to the discretion of the arbitrators or they adopt rules specially written for ad hoc arbitration, for example, the UNCITRAL Rules.

On the other hand, in institutional arbitrations, parties should incorporate the rules of the selected institution into their arbitration agreement by reference. Such rules are expressly formulated for arbitrations conducted under the administration of the relevant institution.

4 Seat of arbitration

One of the most important matters to specify when drafting an arbitration clause is the legal place of arbitration. As explained above, the seat of arbitration is of paramount importance as it determines the legal framework within which the arbitration takes place. Furthermore, it can affect whether the courts of the seat will intervene in the arbitration, whether there are any mandatory requirements imposed in addition to the arbitral rules chosen by the parties, the possibility of the arbitral award being challenged or appealed as well as the enforceability of the arbitral award.

Therefore, before choosing the seat of arbitration, the parties must consider both the legislation enacted in the particular jurisdiction relating to arbitration, and the attitude of the national courts towards arbitration in that jurisdiction.

5 Governing law

It is important for the parties to insert in their contract the substantive law that governs the contract and any subsequent disputes.
The choice of substantive law can either be set forth in a separate clause or addressed together with arbitration in a clause. If the parties choose the option of a single clause, they must make clear that the clause serves a dual purpose, for example by captioning the clause «Governing Law and Arbitration».

By choosing the substantive law, the parties do not choose the procedural or arbitration law which is ordinarily that of the place of arbitration. Although
the parties can agree otherwise, it is rarely advisable 25 to do so.

6 Number of arbitrators

Although the parties are free to determine the number of arbitrators, most arbitrations are conducted by one or three arbitrators. Moreover, some jurisdictions, like Morocco, require there to be an odd number of arbitrators to prevent a deadlock. The selection of arbitrators has an impact on costs, duration and sometimes quality of arbitration.

In an institutional arbitration, if the parties fail to make this determination, the arbitral institution will decide on the number of arbitrators with regard to the complexity and particulars of the case. It is especially important to make this determination in ad hoc arbitrations where the parties do not select rules of arbitration.

7 Language of arbitration

Parties should expressly select the language in their arbitration agreement in order to avoid unnecessary delays and costs.
In most cases, the language selected should be that of the underlying contract and/or the majority of the documentation.
Parties should also be careful when selecting multiple languages as multi-lingual arbitrations may raise difficulties in practice. Not only can translations and interpretations create additional costs and delays, but it may also be challenging to identify arbitrators who can practice in all of the selected languages.

8 Alternative Dispute Resolution (ADR)Clause

Parties may provide for a mandatory cooling- off period, whereby parties seeking to initiate arbitration proceedings are required to hold off for a specified period, during which an amicable settlement should be attempted.

The parties may also insert a provision in their contract which obliges them to attempt an alternative dispute resolution procedure, such as mediation, prior to commencing arbitration. In the event where the mediation proceedings fail, the parties may resort to arbitration. Such possibility is provided for in article 46 of the CIMAC Arbitration Rules.

[i] African Economic Outlook 2016, AfDB, OECD, UNDP, 2016, p. 24-25.
[ii] World Investment Report 2019, United Nations Conference on Trade and Development (UNCTAD), 2019, p. 9.
[iii] Article on UNCTAD's website, «Foreign direct investment to Africa defies global slump, rises 11%», 12 June 2019.
[iv] «ISDS en chiffres: impact de l'arbitrage des investissements contre les Etats d'Afrique», B. Müller and C. Olivet, October 2019, p. 4.
[v] Holiday Inns S.A. and others v. Morocco, ICSID Case No. ARB/72/1.
[vi] Salini Costruttori S.p.A. and Italstrade S.p.A. v. Kingdom of Morocco [I], ICSID Case No. ARB/00/4.
[vii] Dahir n° 1-07-169 of 30 November 2007 enacting law n° 08-05 repealing and replacing chapter VIII of title V of the Civil Code of Procedure.
[viii] «Arbitrage Interne et International: Perspectives par les praticiens africains de l'arbitrage», Enquête SOAS sur l'Arbitrage en Afrique, 2018.
[ix] Juan Fernandez-Armesto's intervention in the Casablanca Arbitration Days 2018.
[x] «Launch of the Casablanca International Mediation and Arbitration Centre in Morocco», L. Gouiffes and T. Kendra, Lexology, 4 February 2015.
[xi] «Confidentiality and Arbitration: Theoretical and Philosophical Reflections», Serge Lazareff, ICC Bulletin 2009 Special Supplement, Confidentiality in Arbitration, pp. 81-93.
[xii] Règlement extrajuridictionnel, François Xavier Testu, Dalloz référence Contrats d'affaires, 2010, § 133.01.
[xiii] Règlement extrajuridictionnel, François Xavier Testu, Dalloz référence Contrats d'affaires, 2010, § 133.07. Also see Article 46 of the CIMAC Arbitration Rules.
[xiv] Dahir n° 1-07-169 of 30 November 2007 enacting law n° 08-05 repealing and replacing chapter VIII of title V of the Code of Civil Procedure.

GLOSSARY

Ad hoc arbitration : arbitration which is not administered by an institution and where the parties have to determine all aspects of the arbitration themselves.

Arbitral institution : institution created to administer and supervise the arbitration process through its arbitration rules.

Arbitral tribunal : panel of one or more arbitrators which sits to resolve a dispute by way of arbitration.

Arbitration agreement : agreement by which the parties to a contract undertake to submit to arbitration the disputes that may arise in relation to that contract or by which the parties to a dispute that has already arisen submit the dispute to arbitration.

Arbitration rules : set of rules created by an arbitral institution to supervise arbitration proceedings.

Competence – competence : international arbitral tribunal's power to consider and decide disputes regarding its own jurisdiction.

Exequatur : power of national courts to examine a foreign award so as to determine whether it should be declared enforceable in their territory.

ICSID : Arbitral institution established under the aegis of the World Bank by the Washington Convention of 18 March 1965 («Convention for the Settlement of Investment Disputes between States and Nationals of other States»). ICSID offers conciliation and arbitration to resolve investment disputes between contracting States and nationals of other contracting States.

Institutional arbitration : arbitration in which a specialised institution intervenes and takes on the role of administering the arbitration process.

New York Convention : The «Convention on the Recognition and Enforcement of Foreign Arbitral Awards» issued in 1958 by an international conference under the aegis of the United Nations mainly aims at facilitating the enforcement of arbitral awards.

OHADA : OHADA is a system of corporate law adopted by seventeen West and Central African nations in 1993 in Port Louis, Mauritius, to harmonize business Law in Africa in order to guarantee legal and judicial security for investors and companies in its Member states.

Pathological clause : Term used to describe an arbitration clause, or more generally an arbitration agreement, whose defective drafting does not allow the constitution of an arbitral tribunal or the appointment of a sole arbitrator without the intervention, not anticipated by the parties, of the «supporting» judge – or even renders it impossible to establish arbitral jurisdiction. In this last situation, the arbitration agreement is null and void or cannot be applied and the State Courts regain jurisdiction to settle the dispute.

Seat of arbitration : legal domicile of the arbitration which determines the applicable public policy procedural rules as well as the grounds of annulment of the award.

UNCITRAL : The United Nations Commission on International Trade Law, which is the principal legal organ of the United Nations in the field of international commercial law, empowered by the General Assembly to promote the progress of international commercial law's harmonisation and unification. In this context, UNCITRAL has created several instruments in the field of arbitration, including arbitration rules applicable to ad hoc arbitrations and also used by certain arbitral institutions, and a model law on international commercial arbitration which has been totally or partially adopted by numerous States in their domestic laws, including Morocco.

VIAC : the Vienna International Arbitral Centre (VIAC) was founded in 1975 as a department of the Austrian Federal Economic Chamber (AFEC). It is an institution which serves as a focal point for the settlement of commercial disputes in the regional and international community.

ABOUT THE AUTHORS

Saad El Mernissi

With over 10 years of experience, **Saad El Mernissi** is the partner in charge of the international arbitration practice in the DLA Piper Casablanca office. His team handles a large panel of matters, including Africa-related arbitration, investment arbitration, construction arbitration, as well as government representations (in investment and commercial disputes).

Saad is involved in the development of alternative dispute resolution in Morocco and acts as Vice President of the CIMAC Mediation Centre since.

In addition to his expertise in international arbitration, Saad also specializes on large-scale public infrastructure projects in the energy, urban transport, port and water sectors. He enjoys a growing reputation among market observers, who describe him as «a leading light» (Legal 500, 2019).

Nicole Ackah-Yensu

Nicole Ackah-Yensu is an associate in the international arbitration practice in the DLA Piper Casablanca office. Holder of an LL.B from King's College London and a Master's degree from Paris 1 Pantheon-Sorbonne in business law, she specializes in international arbitration, with a particular focus on Africa and the areas of investment, energy and infrastructures.

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CIMAC
CASABLANCA
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ARBITRATION CENTRE

STRUCTURE

The CIMAC is consisted of three main bodies namely the Board of Directors, the Court of Arbitration and the Secretariat.

The Board of Directors

The Board of Directors performs an advisory role, and does not interfere in cases administered by CIMAC. Its mains functions are:

- approving the Internal Rules of the Court of Arbitration (Article 1.2 Internal Rules Court of Arbitration)
- appointing the members of the Court of Arbitration upon proposal by the Secretary General (Article 2.2 Internal Rules Court of Arbitration)

The Court of Arbitration

The Court of Arbitration currently consists of sixteen members who are prominent experts in the field of arbitration, from various professions including lawyers and academics. They are appointed by the Board of Directors upon proposal by the Secretary General for a mandate of three years, renewable once. Once appointed, the members of the Court of Arbitration elect among themselves one President and two Vice-Presidents.

The functions of the Court of Arbitration include:

- supervising the proper administration of the CIMAC Arbitration Rules (Article 1.1 Internal Rules Court of Arbitration)
- convening the Court of Arbitration annual meeting (Article 4.3 Internal Rules Court of Arbitration)
- confirming the nomination of arbitrators in CIMAC-administered cases (Article 11.1 CIMAC Rules of Arbitration)
- ruling on the admissibility of a challenge to an arbitrator (Article 12.3 CIMAC Rules of Arbitration)

The current composition of the Court of Arbitration:

- Mr. Laurent Levy
(President) [Switzerland]

Laurent Lévy has extensive experience in corporate disputes, mainly in the areas of oil, gas, air & space and finance industries.
He is a Council member of the ICC Institute of World Business Law, a member of the Association Suisse de l'Arbitrage and of the Milan Club of Arbitrators. He is also a former Vice-President of the ICC Court of International Arbitration and a former member and Vice-President of the London Court of International Arbitration.
Since 2007 he has been a visiting professor at the School of Law, Queen Mary, University of London. He has handled more than 250 arbitration proceedings, mostly as an arbitrator, under various rules such as the ICC, ICSID and LCIA Rules, in numerous jurisdictions worldwide.
He is currently the President of the Casablanca International Mediation and Arbitration Centre's Court of Arbitration. Laurent Levy speaks French, English and German.

- Mr. Jalal El Ahdab
(Vice-President)
[France/Lebanon]

Jalal's (Jil) practice covers international business law, notably related to the Arab world and Europe, and more specifically in the field of international disputes and foreign investments. Having acted as a counsel, arbitrator and expert in about 100 cases, Jil has strong experience in managing international disputes and particularly disputes regarding shareholders and securities suits, class actions, breach of negotiations, bank guarantees. The type of business his practice includes relates to the trade of commodities, telecom markets, port concessions, construction industry and sport; etc. With a solid academic background (degrees in law, finance and political science), he is well regarded from a scientific standpoint. He is Lebanon's UNCITRAL Representative and a member of the ICC Court. Also, he chairs the European Branch of the Chartered Institute of Arbitrators and is the vice-chair of the IBA Arab Regional Forum.
He is admitted to practice in Paris (France), Beirut (Lebanon) and New York (USA) and is fluent in French, English and Arabic

- Mr. Jacob Grierson
(Vice-President)
[United-Kingdom]

Jacob Grierson represents clients from numerous countries in a broad range of international arbitrations, including disputes arising out of the oil and gas, construction, pharmaceutical, telecom and internet industries. Jacob has represented clients in matters involving joint venture disputes, post-merger and acquisition disputes, licensing disputes and distribution and franchising disputes, among others. He has handled arbitrations in all of the major places of arbitration, although predominantly in London and Paris. Jacob has also represented clients in arbitration-related proceedings (including annulment applications) before the English and French courts. Jacob is Vice-President of the Casablanca International Mediation and Arbitration Center (CIMAC).

- Ms. Ina Popova
[United Kingdom]

Ina C. Popova is a Partner in the firm's International Dispute Resolution Group who focuses on international arbitration and litigation and public international law. Ms. Popova is admitted to practice in Paris and New York and holds advanced degrees in English law. Ms. Popova is recognized within the legal community as one of the top international lawyers of her generation. She sits as arbitrator and serves as counsel in a broad range of international matters, and has particular experience in the energy, mining, and technology, media, and telecommunications sectors. Fluent in several languages, Ms. Popova leads matters in French and Spanish and regularly handles disputes arising out of Africa and Latin America. Ms. Popova serves in a number of leadership positions, including as a member of the International Court of Arbitration of the International Chamber of Commerce (ICC) and the Court of the Casablanca International Mediation and Arbitration Center (CIMAC).

- Ms. Maxi Scherer
[Germany]

Professor Maxi Scherer is a special counsel in the Wilmerhale's Litigation/Controversy Department, and a member of the International Arbitration Practice Group. She has extensive experience with arbitral practice and procedure in civil and common law systems both in commercial and investment arbitration. Regularly ranked by Who's Who Legal, The Legal 500 etc. as a leading arbitration practitioner, she has been identified amongst the top 20 "Global Elite Thought Leaders" and described by peers and clients as "a brilliant legal mind," "one of the most prominent arbitration scholars in Europe," "excellent academic and arbitrator" and "one of the very best in both commercial and investment arbitration proceedings." She is a full-time tenured professor of law at Queen Mary, University of London, where she holds the Chair for International Arbitration, Dispute Resolution and Energy Law. She is also Queen Mary's Director of the Centre for Commercial Law Studies (CCLS) in Paris.

- Ms Dorothy Ufot SAN
[Nigeria]

Dorothy Ufot is the founding partner of Dorothy Ufot & Co, a leading law firm in Nigeria since 1994, where she heads the international arbitration and litigation departments of the firm. She is a Fellow of the Chartered Institute of Arbitrators and a chartered arbitrator. She is currently a member of the council of the legal practice division of the International Bar Association and a former vice-chair of the arbitration committee of the IBA. Dorothy is a member of the ICC International Court of Arbitration and the ICC Commission on Arbitration. She has extensive experience as counsel and arbitrator in institutional and ad hoc arbitrations (ICC, UNCITRAL). Dorothy has acted as arbitrator in several complex high volume arbitrations in oil and gas, construction, joint venture, international supply contracts and financial services, having been appointed by major multinational oil corporations, state governments, federal government agencies and large and medium sized public and private companies.

- Mr. Juan Armesto Fernandez
[Spain]

Juan Fernández-Armesto is a professional arbitrator. He has been President of the Spanish Securities and Exchange Commission (CNMV) (1996-2000), partner of Uría Menéndez (1983-1996) and Chaired Professor of Commercial Law (1988-2009).
Since 2001 Juan F.-Armesto has acted as sole arbitrator, co-arbitrator or chairman in more than 150 proceedings, including investment, commercial and construction arbitrations. Juan Fernández-Armesto has acted as arbitrator in more than 100 commercial arbitrations, involving a very wide array of disputes affecting sales of enterprises (misrepresentations, adjustment of price, accounting issues), shareholders' agreements and joint venture contracts, agency and distributorship agreements, finance and banking agreements, hotel management agreements and other commercial contracts. He has also been designated arbitrator in various construction disputes relating to dams, power plants, oil and gas pipelines, turnkey plant construction agreements and other infrastructure projects.

- Dr. Nikolaus Pitkowitz
[Austria]

Dr. Nikolaus Pitkowitz, is founding partner and head of dispute resolution at Graf & Pitkowitz, Vienna. He holds law degrees from University of Vienna (JD and PhD) and University of Sankt Gallen, Switzerland (MBL) and is also qualified and certified as a Mediator. Dr. Pitkowitz co-founded Graf & Pitkowitz in 1995 which has since then developed into one of the leading Austrian law firms. His practice has always been predominantly international and developed from transactional work to international dispute resolution where he acted as party counsel and arbitrator in over 100 international disputes, in a range from smaller to multibillion cases. Nikolaus Pitkowitz is Vice-President of the Vienna International Arbitral Centre (VIAC), and arbitrator and panel member of all leading arbitration institutions and Fellow of the Chartered Institute of Arbitrators (FCIArb).

- Prof. Azzedine Kettani
[Morocco]

Professor Azzedine KETTANI has been practicing international and domestic arbitration over the last 40 years as sole arbitror, chair or counsel . He is a member of the ICSID panel of arbitrators appointed in September 2011 and other renowned arbitration centres: DIAC, ICC, SIAC, LCIA, Bahrein Chamber of Disputes Resolution. Respected Moroccan scholar, Professor Kettani has been teachning arbitration and supervising academic studies in the same matter the University Hassan II School of law. He has been appointed by the Moroccan Government as a member of the special committee for the reform of arbitration rules under the Moroccan Code on Civil Proceedings. For his rich experience, Azzedine Kettani received recently a 750 pages Liber Amicorum from UniversityParis II School of law.

- Prof. Mohamed El Mernissi
[Morocco]

Founding partner of FIGES LAW, Professor Mohamed El Mernissi is an expert in the field of business law. His expertise spanning from corporate law, foreign investment, privatization to arbitration and mediation. In addition to his outstanding career as practitioner M. Professor teaches law at the University Hassan II School of law. He is member of the CIMAC Arbitration Court).

- Prof Tarek Mossadek
[Morocco]

Admitted to Casablanca Bar since 2006, Mossadek is a Moroccan business law expert. He advised and represented client from different industries. He has acted as arbitrator in several arbitral proceedings in Morocco and abroad. He is member of ICC Court of Arbitration and Swiss Arbitration Association. Member of the CIMAC Arbitration Court, Mossadek speaks French, English and Arabic.

- Mr. Hassan Arab
[United Arab Emirates]

Hassan Arab is a Partner in Dispute Resolution at Al Tamimi & Company. He obtained his Ph.D. in Law from the University of Essex in UK. Hassan has a Law Degree from Beirut University in Alexandria, Egypt, Master's Degree in International Business from the University of Wollongong and Practice Diplomas in International Arbitration Law and International Commercial Law from the College of Law, UK. His practise area includes all forms of civil and commercial litigation, arbitration, ADR, recognition and enforcement of foreign judgments and arbitral awards. As an arbitrator, he has extensive experience and arbitrated several claims under leading international arbitration institutions. Chambers Global has commented Hassan Arab as a "real winner who gives excellent advice and solutions".

- Prof. Mohamed Abdel Wahab
[Egypt]

Prof. Dr. Abdel Wahab is the Chair of Private International law and Professor of International Arbitration at Cairo University; Vice President of the ICC International Court of Arbitration; Court Member of the LCIA; President of LCIA's Arab Users' Council; Court member of the CIMAC, Vice President of the IBA Arbitration Committee; Member of the CIArb's Practice and Standards Committee; Member of the CRCICA Advisory Committee; Member of AAA-ICDR International Advisory Committee; and Member of the SIAC African Users' Council's Committee. Prof. Dr. Mohamed S. Abdel Wahab served as 'Sole Arbitrator', 'Presiding Arbitrator', 'Party Appointed Arbitrator', or 'Counsel' in more than 172 cases involving parties from the Middle East, Europe, Asia, Canada, and the United States. He appeared in cases under the auspices of the AAA, AAA-BCDR, CRCICA, DIAC, DIFC-LCIA, ICC, ICSID, LCIA, LMAA, SCC, SIAC, as well as ad hoc UNCITRAL proceedings.

- Mr. Mamadou Konaté
[Mali]

He is the Founding partner of JURIFIS CONSULT, a Bamako-based African law office. Expert in corporate and business law, in particular OHADA law, Mamadou Konate is very active within the following African regional communities: ECOWAS, CEMAC and OHADA. Mamadou has advised several multinational companies doing business in Western African. He is member of the CCJA, CECAM, CPAM-CADEV list of arbitrators.
Former minister of Justice of the Republic of Mali, Mamadou Konate is Member of the CIMAC Arbitration Court.

- Prof. Thomas Clay
[France]

Thomas Clay, agrégé des Facultés de droit, est professeur titulaire à l'Ecole de droit de la Sorbonne (Université Paris 1), en charge, notamment, du droit de l'arbitrage et des modes alternatifs de règlement des litiges. Auparavant il a fondé et dirigé pendant 12 ans le Master Arbitrage et commerce international à l'Université de Versailles (Université Paris Saclay). C'est aussi dans cette Université qu'il a été vice-président et Doyen de la Faculté de droit et de science politique. Bénéficiant d'une expertise reconnue en matière d'arbitrage interne, international et d'investissement, il a participé à plus d'une centaine de procédures arbitrales, comme président, arbitre unique ou coarbitre dans des arbitrages internes ou internationaux, ad hoc ou institutionnels, en matière d'énergie, de télécommunication, de construction, de distribution, de droit commercial, droit du sport, de droit du travail, etc.,

- Mr. Michael Black Q.C.
[United Kingdom]

Michael Black QC is an international disputes lawyer specialising in international arbitration and offshore litigation both as Advocate and Arbitrator. The guides have described him as "a superb and seasoned professional" and refer to his "extensive experience in commercial litigation and arbitration disputes related to the construction, energy and funds sectors … sources consider him a "great name" in London and internationally". In the court-room his "amazing eye for detail" and "brilliant legal mind" are said to be a "deadly combination" and "his cross-examinations are something to behold". While his practice is truly global, Michael is well known for his Middle East practice having acted throughout his career in cases concerning the Region.

The Board of Directors

The Secretariat performs the day-to-day running of the Centre. Pursuant to Article 5.3 Internal Rules of the Court of Arbitration, the Secretariat's role include among others:

- assisting the Court during its sessions and providing it all information that it requires to take decisions;
- examining and handling requests for arbitration and other documents submitted by Parties, arbitrators or any other persons during the course of an arbitration;
- analyzing certain legal issues, conducting research and preparing briefing papers concerning relevant cases to provide the Court with all the information that it requires to take decisions relating to the application of the Rules;
- handling correspondence and telephone conversations with Parties and arbitral tribunals concerning all aspects of the management of cases;
- responding by telephone and in writing to general questions about the process of arbitrating under the CIMAC Rules;
- managing the financial aspects of arbitrations administered under the Rules;
- representing the Court at conferences and official meetings.

Arbitration Rules

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ARBITRATION RULES

Parties wishing to submit their dispute to an arbitration governed by the Rules of the Casablanca Mediation and Arbitration Centre may wish to include the following standard clause in their contract:

“ All disputes arising out of or in connection with the present contract will be finally settled by arbitration in accordance with the CIMAC Arbitration Rules.
The seat of arbitration shall be [...]
The Tribunal shall be made up of [...] arbitrator(s), confirmed according to the Rules.
The language of the arbitration shall be [...]. „

TABLE OF CONTENTS

PRELIMINARY PROVISIONS

The Casablanca International Mediation and Arbitration Centre ("CIMAC") is an arbitration Centre, with its own legal personality.

The object of the Centre is **to resolve, through mediation and/or arbitration, disputes** that are referred to it by physical persons and legal entities (whether private or public), pursuant to contractual or statutory provisions or any other relations (whether contractual or other).

The seat of the Centre is located at Casablanca. The **official languages** for correspondence with the Centre are **French**, **Arabic**, **English** and **Spanish**.

Article 1 **Scope**

(1.1)

These rules are applicable to any arbitration arising from an arbitration agreement which provides directly or indirectly (including by reference to the arbitration rules of another arbitral institution referring to the present Rules and/or Centre) for arbitration under these rules (the "Rules"). The Rules shall apply regardless of whether the arbitration agreement was concluded before or after the dispute arose.

(1.2)

Unless the Parties have agreed otherwise, the version of these Rules (which entered into force on 1 of January 2017) applicable to a dispute is the version in force on the date of the submission of the Request for Arbitration, superseding all the previous ones.

Article 2 **Definitions**

In these Rules:

- "Annex" means the annexes indexed at the end of these Rules;
- "Answer" means the Respondent's answer to the Request for Arbitration;
- "Arbitral Tribunal" means the arbitral tribunal, which shall be made up of an uneven number of arbitrators;
- "Arbitration Agreement" means the arbitration clause or agreement which forms the basis of the application of these Rules;
- "Award" includes a partial, final or additional award, including on costs, other than an Order;
- "Centre" or "CIMAC" means the Casablanca International Mediation and Arbitration Centre;
- "Claimant", "Respondent" and "Intervening Party" means one or more Claimants, Respondents or Intervening Parties, respectively;
- "Court" means the Court of Arbitration of the Centre;
- "Expedited Procedure" means the rapid procedure set forth in Article 43;
- "Internal Rules" means the rules provided in Annex 1 of these Rules;
- "Order" means any decision of the Arbitral Tribunal other than an Award;
- "Party" or "Parties" means the Claimants, the Respondents and the Intervening Parties and their representatives;
- "Request for Arbitration" means the initial request submitted by the Claimant in which it makes its claim(s);
- "Rules" means these Arbitration Rules;
- "Secretariat" means the secretariat of the Centre;
- "Secretary General" refers to the director of the Secretariat;
- "Submission" refers to written submissions filed by the Parties at different stages in the proceedings, as provided for in these Rules.

Article 3 **Notification**

All notifications are deemed to have been validly transmitted and to have been received by a Party, the Arbitral Tribunal or the Secretariat when they have been delivered by hand or sent:

- by registered mail with acknowledgement of, receipt to the last known address of the addressee as communicated by the addressee;
- by e-mail or any other method of communication capable of providing a proof of transmission;
- by any other legal method of notification capable of providing a proof of transmission;
- by any messaging service capable of providing a proof of transmission.

Article 4 **Calculation of Time Limits**

(4.1)

Time limits fixed or to be fixed pursuant to the Rules start to run on the day following the date when the notification is deemed to have been made and received pursuant to Article 3.

(4.2)

Public holidays and non-working days are included in the calculation of time limits. Nevertheless, the fact that the last day of the time limit is a public holiday or non working day in the jurisdiction of a Party concerned by the arbitration may be taken into account.

(4.3)

The Court or (in certain circumstances) the Secretariat has the right to extend all time limits set in these Rules by informing the Tribunal and/or the Parties.

INITIAL PHASE OF THE PROCEEDINGS

Article 5 **Request for Arbitration**

(5.1)

Any party wishing to commence an arbitration under these Rules must send its request for arbitration (the "Request for Arbitration") to the Secretariat, by any means of communication, including by email, pursuant to Article 3. The Request must contain the following:

a) the full name, description, address and other contact details of each Party, as well as the identity of its authorised representative;

b) the full name, address and other contact details of all person(s) representing the Claimant in the arbitration;

c) a description of the nature and circumstances surrounding the dispute, the background of the claims and their basis;

d) an indication of the relief sought including the amounts of any quantified claims and, where possible, an estimate of the monetary value of all other claims;

e) all relevant agreements, including in particular any Arbitration Agreement(s);

f) where the claims are made on the basis of several Arbitration Agreements, an indication of the Arbitration Agreement on which each of the claims is based;

g) all relevant information and any comments or proposals concerning the applicability of the expedited procedure governed by Article 43 if a request for such a procedure has been submitted;

h) any comments or proposals on the number of arbitrators and their choice according to the provisions of Article 8 et seq. and accordingly require any nomination of an arbitrator;

i) all relevant information and any comments or proposals on the seat of arbitration, the applicable law and the language of the arbitration;**j)** confirmation to the Secretariat that the fees fixed by Article 42.1 of the Rules in force on the date of the commencement of the arbitration have been paid or that they are attached to the Request;

k) confirmation to the Secretariat that copies of the Request for Arbitration (and all supporting documents) have been served simultaneously to all other Parties to the arbitration, in addition to the details of the method of transmission.

(5.2)
The date of receipt of the Request for Arbitration by the Secretariat is deemed to be that of the commencement of the Arbitration.

Article 6 **Answer to the Request for Arbitration, Counterclaim**

(6.1)
The Respondent must submit an answer (the "Answer") to the Secretariat by any method of communication allowed by Article 3, within thirty (30) days from receipt of the Request for Arbitration. The Answer must contain

a) its name, description, address and other contact details;

b) the name, address and other contact details of any person(s) representing the Respondent in the arbitration;

c) a description of the factual background of the dispute giving rise to the claims;

d) the Respondent's position on the relief sought by the Claimant;

e) any jurisdictional objections it intends to raise, and any defences;

f) any observations or proposals on the possible applicability of the expedited procedure set out at Article 43;

g) any observation or proposal on the number of arbitrators and their selection in light of the proposals made by the Claimant, in accordance with Articles 8 et seq., and (where required) the nomination of an arbitrator;

h) any observation or proposal on the seat of arbitration, the applicable law and the language of the arbitration;

i) confirmation to the Secretariat that copies of the Answer (and all supporting documents) have been or are being simultaneously served on any other parties, and an indication as to the method of transmission.

(6.2)
The Secretariat may grant an extension of the time limit for the Respondent to submit its Answer, provided the request for an extension contains the Respondent's observations and proposals on the number of arbitrators and, if required by Article 10 et seq., the nomination of an arbitrator. Failing that, the Court will proceed with an appointment in accordance with these Rules.

(6.3)
As far as possible, all counterclaims made by the Respondent must be made in the Answer and contain the information listed in Article 5.1. Where here is no Answer to the Request for Arbitration, the Respondent is not deemed to have waived its right to make counterclaims, subject always to Article 18. Where the Arbitration Agreement provides for the appointment of arbitrators by the Parties, the Respondent will be deemed to have waived that right where it has not provided an answer or appointed an arbitrator within the required time limit.

(6.4)
Once the Secretariat has notified any Answer and any counterclaims to the Claimant, the Claimant may submit a reply to the counterclaims within thirty (30) days from receipt of the Answer and any counterclaims. The Secretariat may extend this time limit.

THE ARBITRAL TRIBUNAL

Article 7 **Constitution of the Arbitral Tribunal — General Provisions**

(7.1)
The Arbitral Tribunal shall be constituted according to the provisions of Article 7 et seq.

(7.2)
All arbitrators must be and remain impartial and independent of the Parties throughout the arbitral proceedings.

(7.3)
In accepting his or her mission, an arbitrator undertakes to complete it in accordance with the Rules, subject to the exceptions provided for in Article 13 below.

(7.4)
Before his or her appointment, a prospective arbitrator must sign a declaration of acceptance, availability, impartiality and independence. The arbitrator must disclose to the Secretariat in writing any facts or circumstances that are likely to create reasonable doubts relating to his or her impartiality or independence. The Secretariat shall communicate this information to the Parties in writing and shall fix a time limit in which they may present any observations.

(7.5)
During the Arbitration, and as soon as they become aware of them, an arbitrator must notify immediately and in writing the Secretariat and the Parties of any facts or circumstances of the type described in the preceding paragraph relating to his or her impartiality or independence, which may have arisen after his or her declaration.

(7.6)
The Court shall decide on the appointment, challenge or replacement of an arbitrator, and its decision shall be final. The challenge or replacement does not invalidate the proceedings or Award.

Article 8 **Number of Arbitrators**

(5.1)
Disputes will be determined by one arbitrator or more arbitrators in an uneven number.

(8.2)
Where the Parties have not agreed on the number of arbitrators, the Court will decide on the matter.

Article 9 **Sole Arbitrator**

Where the Parties have agreed, or the Court has decided, that the dispute will be settled by a sole arbitrator, the Parties may agree to nominate one subject to confirmation by the Court pursuant to Article 11. In the absence of such an agreement of the Parties within thirty (30) days from receipt of the notification of the Request for Arbitration by the Respondent, or any other time limit set by the Secretariat, the power to appoint the sole arbitrator shall be transferred to the Court. This time limit may be shortened pursuant to the procedure set forth in Article 43.

Article 10 **Three Arbitrators**

(10.1)
Where the Parties have agreed in the Arbitration Agreement that the dispute will be settled by three arbitrators, each Party shall nominate an arbitrator, in the Request for Arbitration and Answer respectively. Where one of the Parties fails to do so, the appointment will be made by the Court in accordance with these Rules.

(10.2)
Where the Court has decided that the dispute will be settled by three arbitrators, and subject to any agreement between the Parties and to confirmation by the Court pursuant to Article 11, the Claimant must nominate an arbitrator within fourteen (14) days from the receipt of notification of the Court's

decision, and the Respondent must nominate an arbitrator at the latest within fourteen (14) days from receipt of notification of the Claimant's nomination. Where a Party fails to nominate an arbitrator, the arbitrator will be appointed by the Court.

(10.3)
Where the dispute is submitted to three arbitrators, the third arbitrator, acting as the President of the Arbitral Tribunal, will be appointed by the Court, unless the Parties have agreed to another procedure, in which case the President nominated by the Parties must be confirmed according to Article 11. If the Parties have agreed to another procedure but no nomination has been made within thirty (30) days from the appointment of the co-arbitrators or any other time limit agreed by the Parties or determined by the Court, the third arbitrator will be appointed by the Court.

(10.4)
Where there are multiple Claimants or Respondents, and where the dispute is submitted to three arbitrators, the group of Claimants jointly, and the group of Respondents jointly, will each nominate a co-arbitrator, subject to confirmation according to Article 11 and to any other agreement between the Parties.

(10.5)
In the absence of a joint nomination pursuant to Article 10.4 and subject to any other agreement between the Parties on the constitution of the Arbitral Tribunal, the Court may appoint each of the members of the Arbitral Tribunal, including the president, notwithstanding any nomination made by the Parties. In such a case, the Arbitration Agreement is deemed to be a written agreement between the Parties pursuant to which the appointment of the Arbitral Tribunal shall be within the competence of the Court.

Article 11 **Confirmation and Appointment of an Arbitrator by the Court**

(11.1)
An arbitrator, whether nominated by one or more Parties, must be confirmed by the Court. An arbitrator must also be confirmed when his or her nomination has been made pursuant to a procedure other than that provided for in Articles 9 and 10. Where there are more than one arbitrator, the confirmation of the nomination of the co-arbitrators will take place simultaneously.

When appointing an arbitrator, the Court shall take into account the arbitrator's independence and impartiality, his or her availability, his or her ability to conduct the arbitration in the language of arbitration and any other factor that may be relevant to the efficient resolution of the dispute.

(11.2)
Provided that the declaration submitted by an arbitrator does not contain any reservation about his or her independence or impartiality or if a declaration with reservation gives rise to no objection, the Secretariat, on the Court's behalf, may confirm as co-arbitrator, sole arbitrator or president of the Arbitral Tribunal persons nominated by the Parties. The Secretariat must nevertheless inform the Court of this at its next session.

(11.3)
Where there has been no nomination of an arbitrator, the Court shall appoint him or her directly.

Where the Court appoints an arbitrator, it shall take account, among other things, of his or her nationality, of his place of residence and of any other connections with the countries from which the Parties and the other arbitrators (if any) come, as well as his or her availability and ability to conduct the arbitration in accordance with the Rules.

When the Court appoints a sole arbitrator or the president of the Arbitral Tribunal, he or she shall be of a different nationality from that of the Parties, except where the Parties are of the same nationality. Nevertheless, if justified by the circumstances and where none of the Parties objects within a time-limit set by the Court, the sole arbitrator or president of the Arbitral Tribunal may be a national of the same country as one of the Parties.

Article 12 **Challenge of an Arbitrator**

(12.1)
Any Party may challenge an arbitrator in the manner set out in this Article. A challenge, for alleged lack of impartiality or independence or for any other valid reason, must be made to the Secretariat by submission of a written request specifying the facts and circumstances on which the challenge is based.

(12.2)
Such request must be submitted by a Party either within thirty (30) days of receipt of the notice of appointment of the arbitrator, or within thirty (30) days of the date on which the Party making the challenge was informed, or should have known, of the facts and circumstances on which it relies in its challenge, where that date is after the receipt of the above mentioned notice.

(12.3)
The Court shall rule on the admissibility simultaneously, where applicable, with its ruling on the merits of the challenge, once the Secretariat has communicated the challenge request to the arbitrator concerned, the other Parties and any other member of the Arbitral Tribunal, and has given them the opportunity to submit written observations within a reasonable time limit.
Such observations will be communicated to the Parties and the arbitrators.

Article 13 **Replacement of an Arbitrator**

(13.1)
An arbitrator shall be replaced in case of death, resignation, challenge or where a joint request from all the Parties is accepted by the Court.

(13.2)
An arbitrator may also be replaced on the Court's own initiative where it decides that the arbitrator is no longer able to fulfil his or her mandate, in law or in fact, or that the arbitrator is not fulfilling the mandate in accordance with the Rules or within the required time limits.

(13.3)
Where, on the basis of information brought to its attention, the Court considers applying this Article, it must inform the Parties and the Arbitral Tribunal and must decide only after the concerned arbitrator, the Parties and, where appropriate, the other members of the Arbitral Tribunal have had the opportunity to submit their written observations.
Such observations will be sent to the Parties and the arbitrators.

(13.4)
Where an arbitrator is replaced, the Court shall decide in its discretion whether to follow the initial confirmation procedure. Once reconstituted, the Arbitral Tribunal shall decide, after inviting the Parties to submit their comments, whether and to what extent the prior proceedings shall be resumed.

Article 14 **Principle of Competence- Competence and Jurisdictional Objections**

(14.1)
The Arbitral Tribunal has the power to rule on its own jurisdiction, including in respect of any objection relating to the existence, validity, scope, effectiveness or scope of application of the Arbitration Agreement.

(14.2)
In accordance with the general rule stated in Article 30, an objection to jurisdiction must be raised at the latest in the Answer to the Request for Arbitration. Otherwise, the Parties will be deemed to have waived the right to object to the jurisdiction of the Arbitral Tribunal.

THE ARBITRAL PROCEEDINGS

Article 15 **Transmission of the File to the Arbitral Tribunal**

The Secretariat shall transmit the file to the Arbitral Tribunal as soon as it has been constituted, provided the fees requested by the Secretariat at this stage have been paid, pursuant to Article 42.

Article 16 **The Parties and their Representatives**

(16.1)
The Parties may be represented by the persons of their choice, including by counsel (whether external or otherwise).

(16.2)
The Arbitral Tribunal or the Secretariat reserves the right at all times during the arbitral proceedings, on its own initiative or at the request of a Party, to request a Party to provide evidence of the power conferred on its representative(s).

(16.3)
A Party's change of counsel in the course of the proceedings must not prejudice the proper conduct of the arbitration or the efficiency of the proceedings. Any such change envisaged by a Party must be notified as quickly as possible to the other Parties, to the Arbitral Tribunal and to the Secretariat.

(16.4)
Such a change – or addition – will only take effect subject to the agreement of the Arbitral Tribunal, which may refuse such a change where it would compromise the composition of the Arbitral Tribunal, the issuing of an Award and its finality. In any event, the Arbitral Tribunal shall take account of the following considerations in deciding whether to agree to such a change: the principle that all parties should be entitled to be represented by the representatives of their choice; the state of advancement of the proceedings; the efficiency resulting from maintaining in place the Arbitral Tribunal in its current composition; and the costs and delay that would result from such a change.

(16.5)
All Party representatives undertake to respect the Rules and in particular Article 20. They are expected to act in a cooperative and non-dilatory manner.

Article 17 **Seat and Language of the Arbitration**

a) Seat of Arbitration

(17.1)
In the absence of an agreement by the Parties, the seat of arbitration shall be Casablanca in Morocco, subject to any circumstances that the Court may take into account in choosing another more appropriate seat of arbitration.

(17.2)
Notwithstanding the seat of arbitration, the Arbitral Tribunal may, unless the Parties agree otherwise, conduct hearings and meetings in any other place it deems appropriate in the interests of efficiency, and that shall have no effect on the seat of the arbitration or the validity of the proceedings.

(17.3)
The Arbitral Tribunal may meet to deliberate in any place that it considers appropriate, without any physical meeting being necessary and without affecting the seat of arbitration or the validity of the proceedings.

b) Language of the Arbitration

(17.4)
In the absence of an agreement between the Parties on the language of the arbitration (whether in the Arbitration Agreement or in a separate instrument concluded subsequently), the Court shall determine the language of the arbitration based on the circumstances of the case, from the following four languages: French, Arabic, English and Spanish.

(17.5)
The Arbitral Tribunal may, if it considers it necessary, request that all documents produced in the course of the arbitral proceedings be translated into the language of the arbitration.

Article 18 **Amendments to Claims or Defences**

During the arbitral proceedings, and absent any agreement by the Parties to the contrary, no Party may complete or amend its claims/defences and/or counterclaims, unless the Arbitral Tribunal authorises it and considers such amendment to be appropriate bearing in mind the lateness of its submission, the prejudice it may cause to another Party or for any other reason. In any event, such an amendment cannot be authorised if it would have the effect of excluding a request from the jurisdiction of the Arbitral Tribunal.

Article 19 Time-Limits and Duration of Proceedings

(19.1)
After having consulted the Parties, the Arbitral Tribunal shall draw up the provisional procedural timetable of the arbitration at a procedural meeting, taking Articles 20 to 30 into account. This procedural meeting may be held by telephone, by videoconference or in person. The procedural calendar must be fixed and communicated to the Secretariat within one month after the transfer of the file to the Arbitral Tribunal pursuant to Article 15. The Arbitral Tribunal may, if necessary, amend this timetable during the proceedings.

(19.2)
Time-limits fixed by the Arbitral Tribunal for the submission of pleadings should not exceed forty-five (45) days. However, these time-limits may be modified by the Arbitral Tribunal, of its own initiative or at the request of the Parties, if it deems it justified by the circumstances.

Article 20 **General Procedural Principles and Conduct of the Arbitration**

(20.1)
The arbitral proceedings are governed by the Rules and, where these are silent on a point, by the rules chosen by the Parties or (otherwise) by the Arbitral Tribunal, whether or not by reference to national procedural legislation applicable to the arbitration.

(20.2)
In any event, the Arbitral Tribunal shall conduct and administer the proceedings fairly and impartially, respecting and ensuring respect for the principle of due process.

(20.3)
The Arbitral Tribunal and the Parties shall act swiftly and efficiently in conducting the proceedings. They shall take account of the principle of proportionality between the amount at stake and the corresponding cost of the arbitration.

(20.4)
In all circumstances, the Parties and their representatives shall act in good faith and fairly. If they do not do so, the Arbitral Tribunal shall have the right to take all measures, including by Order, to ensure the respect of these principles, and to take this into account in the determination and allocation of the costs of the arbitration.

(20.5)
The Parties undertake to comply with all Orders rendered and any other measures taken by the Arbitral Tribunal.

(20.6)
The fact that one of the Parties, duly notified, refuses or abstains in any way from participating in the arbitration, whatever the reason or stage, and in whatever way, will not cause the arbitration to terminate. Similarly, the non-participation of a Party in the arbitral proceedings from the commencement of those proceedings shall not obstruct or prevent such proceedings from continuing to their end.

Article 21 **Interim and Conservatory Measures**

(21.1)
Unless the Parties agree to the contrary, the Arbitral Tribunal may, upon its constitution and at the request of one of the Parties, order any interim or conservatory measures it deems appropriate.

(21.2)
The Arbitral Tribunal may subject its measures to the provision of security by the requesting party.

(21.3)
The Arbitral Tribunal may, at the request of one of the Parties or of its own initiative, amend, suspend or cancel an interim or conservatory measure that it has granted.

(21.4)
The power of the Arbitral Tribunal to grant interim or conservatory measures does not prevent the Parties, whether or not the Arbitral Tribunal has been constituted, from requesting a national court to take such measures or to order the enforcement of a measure taken by the Arbitral Tribunal, where justified by the circumstances. Such requests do not prevent the application of the Arbitration Agreement and are not deemed to waive it.

Article 22 **Pleadings and Submissions**

Save where otherwise agreed by the Parties, the written phase of the proceedings shall take place in the following way, subject to modification by the Arbitral Tribunal depending on the requirements of the arbitration and specifically of Article 19.2.

a) Statement of Claim

(22.1)
Except where the Arbitral Tribunal provides for an extension pursuant to Article 19.2, the Claimant shall submit its statement of claim ("the Statement of Claim") to the Arbitral Tribunal and the Respondent within forty-five (45) days of the fixing of the procedural calendar. The Request for Arbitration provided for in Article 5 may act as the Statement of Claim.

(22.2)
The Statement of Claim must contain, in particular:
- the names and contact details of the Parties, and, as the case may be, of their representatives;
- a description of the facts;
- all claims and relief requested from the Arbitral Tribunal;
- a quantification of the claims, insofar as possible;
- all legal bases and arguments brought forward in support of the claims;
- all sources, documents and evidence on which the Claimant bases its claims and allegations.

b) Statement of Defence

(22.3)
Within a maximum of forty-five (45) days from the notification of the Statement of Claim, subject to any extension granted by the Arbitral Tribunal, the Respondent shall send to the Arbitral Tribunal and to the Claimant its statement of defence ("the Statement of Defence"). It must contain at least elements similar to those referred to in Article 22.2 and/or responding to those set out in the Statement of Claim, and any potential counterclaim(s). The Answer provided for at Article 6 may act as the Statement of Defence.

c) Statement of Reply and Rejoinder

(22.4)
Unless the Arbitral Tribunal considers it unnecessary, a second exchange of pleadings shall take place within a maximum of forty five (45) days from the service of the Statement of Defence as regards the statement of reply by the Claimant (the "Statement of Reply") and thirty (30) days at the latest from the Statement of Reply for the statement of rejoinder by the Respondent (the "Statement of Rejoinder"), unless extended by the Arbitral Tribunal.

Article 23 **Documentary and Witness Evidence**

The Arbitral Tribunal shall establish the relevant facts by deciding (in its own discretion) on the admissibility, relevance and probative value of the evidence presented.

Article 24 **Document Production**

(24.1)
The Arbitral Tribunal may, in the absence of an agreement by the Parties to the contrary, at any time during the proceedings that it considers to be appropriate, ask the Parties to produce documents, exhibits, or any other items, within the time limit that it shall indicate. It may, when it considers it necessary, ask the Parties to produce the originals of exhibits or documents on which the Parties rely.

(24.2)
The Arbitral Tribunal may decide to implement a phase specifically dedicated to the production of documents, in particular following the filing of the Statements of Claim and Defence but before the filing of the Statements of Reply and Rejoinder.

(24.3)
Document production requests must be limited, reasonable, and proportionate. These requests must be specific and precise, and the documents requested must be clearly identified and directly relevant to the outcome of the dispute. Finally, the requesting Party must establish that the Party from which the documents are requested is likely to have them in its possession, custody or control and that the production of the said documents shall not be excessively onerous for this Party. The Party to whom the production request is addressed may object to produce a particular document, for example by relying upon its confidentiality. The Arbitral Tribunal shall decide on the admissibility and validity of such an objection.

(24.4)
The Parties undertake to produce the documents requested within the time limit set, and according to a method agreed between the Parties and, if necessary, under the supervision and with the intervention of the Arbitral Tribunal.

Article 25 Witnesses and Experts Appointed by the Parties

The Parties are free to present any person as a witness to a question of fact or as an expert. Each witness statement or expert report shall be presented to the Arbitral Tribunal in a written document duly signed by the person concerned and certifying its accuracy and truthfulness, and in the case of an expert his or her independence.

Article 26 Tribunal-Appointed Experts

(26.1)
The Arbitral Tribunal may, if it considers it necessary, and after consulting the Parties, appoint one or more experts, define their mandate(s) and receive their reports.

(26.2)
The Parties are required to provide to the expert or experts appointed by the Arbitral Tribunal any relevant document, product, sample, information, etc. that may be required by the expert or by the Arbitral Tribunal insofar as they are within the possession, custody orcontrol of the Parties.

Article 27 **Hearing**

(27.1)
Subject to agreement by the Parties to the contrary, to Article 27.5 and to Article 43, any Party is entitled to require that a hearing be held.

(27.2)
Subject to Article 27.1, the Arbitral Tribunal may decide not to hold a hearing, if it considers that one is not necessary in the circumstances of the case. The Arbitral Tribunal may decide in its sole discretion and/ or at the request of the Parties or according to their agreement, to hold the hearing over one or more days or, according to the case, to hold one or more hearings during the proceedings. It shall organise the procedure for the hearing in its sole discretion, respecting due process.

(27.3)
The Parties shall submit to the Arbitral Tribunal, sufficiently before the hearing, a list of the witnesses and experts who have submitted written statements whom they wish to call, indicating their identity, and the purpose and relevance of their testimony. The Arbitral Tribunal may decide, if it considers it necessary, to hear or not hear the witnesses and experts proposed by the Parties.

(27.4)
Witnesses and experts shall be questioned during the hearing by the Parties. The Arbitral Tribunal may also ask questions at any time.

(27.5)
Even when only one Party requests the holding of a hearing, the procedure for such a hearing shall be agreed between the Parties. The Arbitral Tribunal shall ultimately determine its limits and its framework.

(27.6)
The hearing shall be subject to an audio recording and, if the Parties so wish and/or the Arbitral Tribunal so decides, a typewritten transcript.

(27.7)
Depending on the circumstances of the dispute, the Arbitral Tribunal may, at the request of the Parties or on its own initiative, invite them to submit, within a maximum of thirty (30) days following the hearing or the receipt of the transcript of the hearing, post-hearing briefs ("Post-Hearing Briefs"), containing, in particular:

- a summary of the facts, in particular in light of the testimony heard during the hearing;
- the most relevant matters presented during the hearing;
- a development of the arguments raised in support of the claims, in particular in light of the testimony heard during the hearing;
- answers to any questions raised by the Arbitral Tribunal.

(27.8)
The Arbitral Tribunal may invite the Parties to submit a summary of the costs incurred by the Parties for the purposes of the arbitration, within no more than forty- five (45) days following the hearing or receipt of the transcript of the hearing, if there is one. The summary of costs should be included with the last Post-Hearing Brief of each Party if the Arbitral Tribunal orders the filing of Post-Hearing Briefs. Each Party shall provide documents to support its claim for costs, such as to prove the reality and the amount of such costs.

Article 28 **Closing of the Proceedings**

(28.1)
Following the hearing or the submission of any Post-Hearing Briefs, and in any event when the Arbitral Tribunal considers that the case has been sufficiently examined, it shall close the proceedings by way of an Order, and inform the Secretariat of this. The Secretariat may indicate a provisional date on which the Award shall be issued.

(28.2)
The Arbitral Tribunal may, if it considers it necessary in the circumstances of the case, decide to reopen the proceedings at the request of one of the Parties or on its own initiative.

Article 29 **Applicable Substantive Law - Amiable composition**

(29.1)
The Parties are free to choose the rules of law that the Arbitral Tribunal shall apply to the merits of the dispute. In the absence of such a choice, the Arbitral Tribunal shall determine and apply the rules of law that it considers appropriate in light of the circumstances of the case.

(29.2)
In any event, the Arbitral Tribunal shall take into account the provisions of the relevant contract or contracts and all relevant commercial usages and, where appropriate, the rules and principles of international law.

(29.3)
The Arbitral Tribunal shall decide as an amiable compositeur, or in equity, only if the Parties have expressly agreed to grant it such powers.

Article 30 Waiver of Right to Object

Any Party that pursues the arbitration without promptly raising objections to the failure to respect any provision of the Rules, of rules decided by the Arbitral Tribunal or any provision contained in the Arbitration Agreement, and more generally any circumstance that could give rise to an objection, of which it had or ought to have had knowledge, is deemed to have waived its right to object, unless that Party shows that the failure to object was justified.

MULTIPLE CONTRACTS, CONSOLIDATION AND INTERVENTION

Article 31 **Multiple Contracts**

Where several claims are made based on several Arbitration Agreements, the arbitration may commence, to the extent possible, if

a) the Arbitration Agreements under which the claims are made are compatible; and
b) all parties to the arbitration have agreed that such claims should be decided in a single arbitration.

The decision taken by the Secretariat on this question does not in any way prejudice the final decision of the Arbitral Tribunal, once it is constituted, concerning its own jurisdiction.

Article 32 **Consolidation**

(32.1)
Where an Arbitral Tribunal is already constituted, the Court may authorise, at the request of one of the Parties and after consultation with the Parties and the Arbitral Tribunal, the consolidation of the arbitration that has already been commenced with one or more arbitrations which are subject to the Rules and in which no arbitrator has yet been confirmed or appointed, if:

- the Parties to the matters have agreed to the consolidation of the proceedings; or
- a single Arbitration Agreement has given rise to all of the claims; or
- the claims, even though they are made under separate Arbitration Agreements, involve the same Parties, even if they are not identical, and relate to disputes arising out of the same legal relationship between the Parties.

(32.2)
The Party making this request shall notify the Secretariat and all of the Parties as well as the Arbitral Tribunal that has already been constituted.

(32.3)
The Court shall decide whether to join the proceedings depending on the circumstances of the case (including the compatibility of the arbitration agreements) and in order to achieve procedural efficiency and consistency.

(32.4)
In the event of consolidation, the arbitration proceedings shall be consolidated into the proceedings that were commenced first, unless otherwise agreed by the Parties or justified by other circumstances.

(32.5)
In the event of consolidation, the Parties are deemed to have waived their right to nominate an arbitrator and the Court reserves the right to revoke the appointment or confirmation of arbitrators. In this situation, the Court shall appoint the members of the Arbitral Tribunal. The revocation of an arbitrator pursuant to this Article shall be without prejudice to:

- Decisions previously issued by him or her;
- His or her fees for the work he or she has already performed and which the Court shall fix in its discretion pursuant to Article 42 of these Rules.

Article 33 **Intervention**

(33.1)
Before any arbitrator has been confirmed or appointed, a request to intervene may be made to the Secretariat. The Secretariat may fix a deadline for the submission of a request for intervention.
An intervention may be forced (where a Party requests to include a new party in the arbitration) or voluntary (where a new party spontaneously requests to join the arbitration).

(33.2)
Once the Arbitral Tribunal has been constituted, it may decide on its own jurisdiction with respect to the intervening party and accordingly decide on the request for intervention. However, no request for forced intervention may be made after the confirmation or appointment of an arbitrator, unless all parties, including the intervening party, have agreed otherwise.

(33.3)
In all cases, the request for intervention shall be submitted to the Secretariat and must contain:

- any relevant matters concerning the existing proceedings, including any agreement by the intervening party as to a joint nomination of an arbitrator, including one of the arbitrators already nominated by one of the Parties;
- the names and contact details of the Parties, including those of the intervening Party;
- the contract on which the dispute is based, as well as the one on which the request for intervention is based, if it is different from the former;
- the Arbitration Agreement, if it is not included in the relevant contract, as well as arguments justifying why the intervening Party should become a party to the arbitration already commenced;
- a summary of the facts and circumstances justifying the intervention;
- the legal arguments upon which the request for intervention is based;
- the substantive claims, including cross-claims against any Party, whether claimant or respondent, subject to Article 18.

(33.4)
The Parties may present, within ten (10) days following the service of the request for intervention, their observations relating to that request, as well as any new request, including cross-claims against any Party, whether claimant or respondent subject to Article 18.

(33.5)
The Arbitral Tribunal shall decide on the request in light of the circumstances of the dispute and of the Parties to the arbitration, including those of the intervening Party, in determining whether the intervening Party is bound to the other Parties to the arbitration by an Arbitration Agreement providing for the application of these Rules.

THE AWARD

Article 34 **Time Limit for Rendering the Award**

(34.1)
The Arbitral Tribunal shall submit a draft Award to the Secretariat within three (3) months of the date of the closing of the proceedings pursuant to Article 28.

(34.2)
The Court may extend this time limit, if it deems it necessary. The Parties must be informed of any such extension.

(34.3)
Upon receipt of the Award, the Court shall fix the costs of the arbitration and invite the Arbitral Tribunal to take this amount into account in its Award.

(34.4)
The mandate of the Arbitral Tribunal terminates upon the publication of the final Award, which brings to an end the arbitral proceedings, subject to Article 39.

Article 35 **Type of Award**

The Arbitral Tribunal may render one (or more) Award(s), including preliminary, interim, partial, additional, costs or final, depending on whether the dispute has been divided into several phases or not, and shall do so pursuant to Articles 36 et seq.

Article 36 **Form and Contents of the Award**

(36.1)
The Award shall be in writing and shall be reasoned.

(36.2)
Where there is more than one arbitrator, the Award shall be rendered by a majority. Absent a majority vote, the President of the Arbitral Tribunal shall decide on his or her own.

(36.3)
The Award may be signed at a place that is different from the seat of the arbitration. However, the Award shall be deemed to have been rendered at such seat and at the date mentioned therein.

(36.4)
The Award shall be signed by all members of the Arbitral Tribunal, or, if applicable, by the majority thereof.

(36.5)
The Award shall necessarily contain the following elements :

- a reference to the Rules applicable to the arbitration and the name of the Centre;
- the surname, first names, full titles and description of each of the Parties and of all persons that have represented the Parties in the arbitration;
- the names and full titles, and full contact details of the arbitrator or arbitrators;
- the date of the Award, the place of the arbitration and the necessary signatures;
- the text of the relevant Arbitration Agreement (or Arbitration Agreements);
- a summary of the proceedings;
- a description of the facts and of the dispute;
- a description of the main claims and/or counterclaims, as well as the defences;

- the reasons for the decision and the decision itself;
- the seal of CIMAC.

Article 37 **Fixing and Allocation of Costs**

(37.1)
The costs of the arbitration shall include the fees and expenses of the arbitrators, the administrative fees of the Centre, the fees and expenses of any experts appointed by the Arbitral Tribunal, and all other costs incurred by the Parties for the purpose of defending their positions in the proceedings, as well as any other expenses incurred in relation to the arbitration.

(37.2)
Unless otherwise agreed by the Parties, the Arbitral Tribunal shall fix the costs of the arbitration, either in the final Award or in a separate Award, which must be duly reasoned.

(37.3)
The Arbitral Tribunal shall have sole discretion regarding the allocation of costs. Where it decides on the costs of the arbitration, the Arbitral Tribunal may take into account any circumstances it deems relevant, and in particular:

- the importance given by the Parties to each of their claims and/or defences and the outcome of each of these as decided by the Arbitral Tribunal in the Award or more generally in the arbitration;
- the factual and/or legal complexity of the matter;
- the reasonableness and/or proportionate character of the costs incurred and the evidence submitted by the Parties in light of the complexity of the matter and/or the amounts in dispute;
- the behaviour of each of the Parties during the proceedings, in particular in light of the degree of cooperation shown by the Parties, of the number of applications made by them and more generally of their respect for the principles set out at Article 19.

Article 38 **Effects of the Award**

(38.1)
The Award is final and binding upon the Parties as soon as it is rendered.

(38.2)
The Parties hereby irrevocably waive all rights of challenge that they can legally waive, including any right of appeal, and undertake to comply with any Award rendered by the Arbitral Tribunal and to carry it out without delay.

Article 39 Interpretation and Correction of the Award

(39.1)
The Arbitral Tribunal may, of its own motion or at the request of one of the Parties, interpret its Award or correct any material error, whether of calculation or of a typographical nature, or any similar error affecting the award that it has rendered.

(39.2)
Any request by one of the Parties for correction of an error referred to in Article 39.1 or for interpretation of the Award shall be submitted to the Secretariat within thirty (30) days of the notification of the Award to the Parties. Upon transmission of the request to the Arbitral Tribunal, the former shall grant to the other Party a short time limit, not exceeding thirty (30) days after receipt of the request by that Party, for that Party to submit its comments. The Arbitral Tribunal shall submit its draft ruling concerning that request to the Court thirty (30) days, at the latest, after the expiration of the time limit fixed for the other party to submit its comments or within any other time limit fixed by the Secretariat.

(39.3)
The correction (or interpretation), if it is granted, shall be the subject of an addendum that shall be an integral part of the Award.

Article 40 **Notification and Safekeeping of the Award**

(40.1)
The Secretariat shall notify the Award to the Parties in accordance with Article 3 of the Rules. One original will be delivered to each of the Parties and to each of the members of the Arbitral Tribunal, and the Secretariat will keep one original.

(40.2)
The interim, partial or final Award shall be deposited if the applicable law so requires.

(40.3)
The Secretariat shall keep an original version of the Award in its archives for ten (10) years. The Parties may, during this period, ask that the Secretariat deliver to them a certified copy of the Award, subject to payment of the corresponding costs.

Article 41 **Settlement by the Parties**

(41.1)
The Parties may settle their dispute at any time during the proceedings. In such case, the Arbitral Tribunal, if it is already constituted, shall order the closing of the arbitral proceedings in such a manner as it sees fit. The settlement may result in a consent Award, after the Arbitral Tribunal has had an opportunity to verify that such an Award does not breach public order or the rights of third parties.

(41.2)
In any case, the Arbitral Tribunal shall remain, regardless of the state of advancement of the proceedings, alert to the possibility of an amicable settlement of the issues in dispute and of the dispute itself, in particular by way of mediation, of the Centre's mediation rules and of Article 46.

COSTS

Article 42 **Costs and Fees**

(42.1)
Any Request for Arbitration submitted to the Secretariat in accordance with the Rules must be accompanied by a registration fee of two thousand (2,000) Euros or the equivalent thereof. This payment is non-refundable and shall be set against the Claimant's share of the advance on costs of the arbitration.

(42.2)
The Claimant shall make a provisional payment to the Centre before the Secretariat transmits the file to the Arbitral Tribunal, in order to cover the fees and expenses of the Arbitral Tribunal as well as the administrative costs of the Centre at the beginning of the proceedings. This provisional payment shall fixed by the Secretary General. This provisional payment shall be treated as a partial payment by the Claimant of the advance on costs of the arbitration as determined by the Court pursuant Article 42.3.

(42.3)
The Court shall determine, as soon as possible, the advance so as to cover the fees and expenses of the Tribunal as well as the administrative fees for the proceedings corresponding to the requests filed with the Tribunal by the Parties.

(42.4)
Subject to the provisions of Article 42.6 of the Rules, claims made by an intervening party shall be deemed, for the purposes of the fixing of the advance, to form part of the claims of the Claimant or those of the Respondent.

(42.5)
The advance fixed by the Court pursuant to Article 42.3 is due by the Claimant and Respondent in equal shares. Nevertheless, a Party may pay the whole advance if the other Party fails to pay its share.

(42.6)
In the event that a counterclaim or an additional claim by an intervening party is made, the Court may, at the request of one of the Parties, fix separate advances for the main claim, the counterclaim and the additional claim of the intervening Party. Where separate advances are fixed, each party must pay the advance corresponding to its claim, additional claim or counterclaim. The Arbitral Tribunal shall decide only on claims for which the relevant advance has been paid.

(42.7)
The amount of the advance fixed by the Court may be either increased or decreased during the course of the arbitration, depending on the circumstances and in order to take account of the evolution of the actual costs of the arbitration.

(42.8)
When a request for payment of an advance is not satisfied, the Court may, after inviting the other Party to pay and after consulting the Arbitral Tribunal, invite it to suspend its activities and fix a deadline of at least fifteen (15) days, following which the claim to which the advance relates may be deemed to have been withdrawn. If the Party in question wishes to object to this, it must promptly request that the matter be decided by the Court. In any event, such a withdrawal shall not deprive a party of its right subsequently to reintroduce the same claim or counterclaim in another arbitration.

MISCELLANEOUS

Article 43 **Expedited Procedure**

(43.1)
By derogation from the standard procedure described in the Rules, and subject to a contrary agreement by the Parties, the Court may decide to opt for a faster procedure known as the "Expedited Procedure". The choice of the Expedited Procedure may in particular be justified where the amounts in dispute do not exceed the equivalent of two hundred thousand (200,000) Euros or by other circumstances of the dispute. This possibility is only available for disputes made under an Arbitration Agreement signed after the entry into force of the present Rules and implies an express waiver of the right to a hearing provided for in Article 27.1.

(43.2)
Where the Expedited Procedure applies, the procedure described in Articles 7 to 35 of these Rules shall be modified in the following ways.

(43.3)
In an Expedited Procedure, the Respondent's Answer shall be submitted within twenty-one (21) days from the notification of the Request for Arbitration.

(43.4)
In this type of proceedings, unless otherwise agreed between the Parties, the Arbitral Tribunal will comprise a sole arbitrator.

(43.5)
As soon as it is constituted, the Arbitral Tribunal shall draw up, within fifteen (15) days of its constitution, a timetable suited to the Expedited Procedure and shall determine a schedule for the exchange of written submissions, taking into account the Parties' desire for an Expedited Procedure.

(43.6)
Unless otherwise agreed between the Parties, only one round of submissions shall be exchanged, the production of a Statement of Reply and a Statement of Rejoinder, as well as Post-Hearing Briefs, being excluded.

(43.7)
No hearing shall be held except where the Parties agree otherwise or the Arbitral Tribunal decides that it is necessary to hold a hearing.

(43.8)
The Arbitral Tribunal shall render its Award within six (6) months from the date of transmission of the file to the Arbitral Tribunal. The Secretariat may, exceptionally, extend this time limit if it considers it justified in light of the circumstances.

(43.9)
Awards shall be written and briefly reasoned, unless the Parties have agreed that no reasoning is necessary.

Article 44 **Confidentiality**

Unless otherwise agreed by the Parties, the arbitration proceedings are confidential, subject to Article 40.2. This principle applies, subject to any contrary mandatory legislative provision, to the very existence of the arbitration, to exchanges, to memorials and exhibits which are produced, to hearings that take place and to decisions that are rendered.

Article 45 **Limitation of Liability**

The Centre and its personnel, the Court (including its President, Vice-Presidents and members), the Secretariat (including the Secretary-General), arbitrators and experts appointed by the Arbitral Tribunal shall not be liable howsoever for any act or omission in connection with any arbitration conducted in accordance with the Rules, save where it is established that: (i) the act or omission constitutes conscious and deliberate wrongdoing committed by the body or person alleged to be liable; or (ii) such a limitation of liability is prohibited by applicable law.

Article 46 **Interplay between Mediation and Arbitration**

The arbitration proceedings may take place following a mediation that has not succeeded. A mediation may take place concurrently with any arbitration initiated in accordance with the Rules and in conformity with the mediation rules of the Centre.

Article 47 **Appointing Authority**

The Parties may apply to the Court in its capacity as the appointing authority. Such a request shall be addressed to the Secretariat and accompanied, if necessary, by a registration fee, in accordance with Article 42, together with a supplemental fee if necessary.

Article 48 **Amending the Rules**

(48.1)
The Court may amend the Rules at any time.

(48.2)
The former provisions of the Rules remain applicable, on a transitional basis, to proceedings that were ongoing at the date of entry into force of the new Rules.

INTERNAL RULES OF THE COURT OF ARBITRATION OF TH CASABLANCA INTERNATIONAL MEDIATION AND ARBITRATION CENTRE

Rule 1 **Mission**

(RI 1.1)
The Court's mission is to ensure the proper application of the Rules, and it shall possess all the powers necessary to do so.

(RI 1.2)
The operational rules of the Court are defined in these Internal Rules, which have been approved by the Board of Directors.

(RI 1.3)
As a body that takes decisions concerning and pursuant to the Rules, the Court shall exercise its functions with total independence from CIMAC and its bodies.

(RI 1.4)
The Court shall ensure an ethical respect of the Rules, and its members, as well as those of the Secretariat, shall themselves comply with the highest ethical standards in the application of these Internal Rules.

Rule 2 **Composition of the Court**

(RI 2.1)
The Court shall ensure that its composition remains international by balancing the numbers of its Moroccan and non-Moroccan members. It shall also ensure a significant presence of female members.

(RI 2.2)
The members of the Court are appointed by the Board of Directors upon a proposal by the Secretary General of CIMAC. They cannot be members of the Board of Directors or of its bureau.

(RI 2.3)
The Secretary General shall propose members of the Court based on objective criteria relating to the expertise and experience as arbitrators and their reputation in the arbitration community. Each member must be neutral and impartial, and is therefore required to disclose, before agreeing to attend a Court meeting, any conflict of interest or any other situation that might put in doubt his or her impartiality.

(RI 2.4)
The Court consists of at least ten members and at most twenty members appointed for a mandate of three years, renewable once only. The President and two Vice-Presidents are appointed by the Board of Directors of CIMAC on a proposal by the Secretary General of CIMAC. In these Internal Rules, the expression "member of the Court" includes, among others, the President and Vice-Presidents of the Court.

(RI 2.5)
The members of the Court are not compensated for their work. However, the members of the Court may, upon providing receipts, obtain reimbursement of any expenses incurred in the exercise of their duties or otherwise in the interest of the Court.

(RI 2.6)
The Secretary General may propose to the Board of Directors to award an annual bonus to the members of the Court.

(RI 2.7)
The mandate of members of the Court may be terminated for a breach of the terms of their appointment. If a member of the Court can no longer exercise his or her functions, his or her successor shall be appointed by the Board of Directors of CIMAC for the remaining duration of the mandate.

Rule 3 **Presidency of the Court**

The President and the Vice-Presidents may take urgent decisions in the name of the Court, subject to informing the Court about them at its next meeting.

Rule 4 **Sessions of the Court**

(RI 4.1)
Sessions of the Court shall be attended by at least three members of the Court, appointed by the Secretariat, each time that such a meeting is necessary for the accomplishment of the Court's mission, according to the rules provided in article 4.2.

(RI 4.2)
Sessions of the Court shall be presided by its President or, in his or her absence, by a Vice-President, assisted by at least two members of the Court. The Court may use any technological means in order to achieve the effective participation of its members when their physical presence is not indispensable, including videoconference, telephone conference or any other electronic means.

(RI 4.3)
Sessions of the Court shall be convened by the President or a Vice-President. The Court may only deliberate validly if at least three members (including the President or a Vice-President) are present.

(RI 4.4)
Each time that it considers it necessary for the achievement of its mission, and in any case at least once every year, the Court shall hold a plenary session, presided over by its President or one of its Vice-Presidents. When it meets in plenary session, the Court may only deliberate validly if at least half of its members are present in person or by videoconference or telephone conference.

(RI 4.5)
Sessions of the Court, whether plenary sessions or committee sessions, are open only to its members and to the personnel of the Secretariat.

(RI 4.6)
Documents submitted to or issued by the Court or its Secretariat in the context of arbitrations administered by the Court shall be communicated only to members of the Court and the Secretariat.

(RI 4.7)
Decisions of the Court, including those taken during plenary sessions, shall be taken by a majority of its present members. Where there is no majority, the president of the session shall have a casting vote.

Rule 5 **The Secretariat**

(RI 5.1)
The Court is assisted in its work by the Secretariat, which has all the prerogatives necessary to allow the Court to ensure the application of the Rules.

(RI 5.2)
The Secretariat attends all the meetings of the Court and records them in minutes, except for the contents of deliberations of the Court which are confidential.

(RI 5.3)
The tasks delegated to members of the Secretariat include, among others:

- Assisting the Court during its sessions and providing it all information that it requires to take decisions;
- Examining and handling requests for arbitration and other documents submitted by Parties, arbitrators or any other persons during the course of an arbitration;
- Analyzing certain legal issues, conducting research and preparing briefing papers concerning relevant cases to provide the Court with all the information that it requires to take decisions relating to the application of the Rules;

- Handling correspondence and telephone conversations vwith Parties and arbitral tribunals concerning all aspects of the management of cases;
- Responding by telephone and in writing to general questions about the process of arbitrating under the Rules;
- Managing the financial aspects of arbitrations administered under the Rules;
- Representing the Court at conferences and official meetings.

Rule 6 **Confidentiality**

The Court's work is confidential, and all persons participating in it or attending one of the Court's sessions in any capacity are required to respect that confidentiality.

Rule 7 **Participation of Members of the Court and the Secretariat in Arbitrations**

(RI 7.1)
The President and the personnel of the Secretariat may not act as arbitrator or counsel in a CIMAC arbitration.

(RI 7.2)
The Vice-Presidents and the other members of the Court may not be appointed as arbitrators by the Court. Nevertheless, they may be nominated as arbitrators by one or more Parties or following another procedure agreed to by the Parties, for confirmation by the Court.

(RI 7.3)
When the President, a Vice-President or another member of the Court or the Secretariat is in any way interested in a matter pending before the Court, he or she must inform the Secretary General of the Court as soon as he or she becomes aware of the situation.

(RI 7.4)
When the President, a Vice-President or another member of the Court is in any way interested in a matter pending before the Court, he or she must abstain from participating in any way in discussions or decision-making by the Court relating to that matter and shall withdraw from the room where the Court is meeting while it is being discussed. He or she shall not receive the information or documents submitted to the Court relating to that matter.

(RI 7.5)
When a member of the Secretariat is in any way interested in a matter pending before the Court, he or she must abstain from participating in any way in discussions or decision-making by the Court relating to that matter and shall withdraw from the room where the Court is meeting while it is being discussed. Moreover, he or she may not carry out any of the tasks delegated to the Secretariat relating to that matter, which shall be assigned to other members of the Secretariat. In particular, and without limitation:

- He or she may not give any information to, or respond to questions from a counsel or arbitrator about a matter in which he or she is interested;
- He or she may not participate in the preparation of memoranda for the Court in any matter in which he or she is interested;
- He or she may not manage the financial aspects of a matter in which he or she is interested;
- He or she shall not receive information or documents submitted to the Court relating to that matter.

Rule 8 **Archives**

The Secretariat shall conserve in its archives decisions of the Court, awards and copies of relevant correspondence addressed by the Secretariat to Parties and or arbitrators.

Rule 9 **Modification of the Rules of Arbitration**

The Court may, at any time, make any modification to the Rules, including these Internal Rules.

Article 10 **Handling of Funds by the Secretariat**

(RI 10.1)
Only the Secretary General or, in his or her absence, the deputy Secretary General may sign instructions to transfer funds in relation to arbitrations administered by CIMAC.

(RI 10.2)
The Secretariat shall only effect a transfer of funds to arbitrators or Parties pursuant to a decision of the Court, except for the reimbursement of the arbitrators' reasonable expenses incurred for the purpose of the arbitration, pursuant to the conditions set forth in this article.

(RI 10.3)
At any stage of an arbitration administered under the Rules up until the decision of the Court fixing the costs of the arbitration, any arbitrator may ask the Secretariat for the reimbursement of his or her reasonable expenses incurred for the arbitration. The Secretariat shall reimburse such expenses upon presentation of supporting documentation.

FEES AND COSTS OF ARBITRATION

The Disputed Amount	The Centre's Administrative Fees	Tribunal Fees in Euros and in Percentage	
		Minimum Amount	Maximum Amount
Up to 400,000	20,000	20,000	8% of the disputed amount (maximum amount shall be 52,000)
400,001 > 1,000,000	30,000	20,000 + 1.5% of the amount exceeding 400,001	52,000 + 7.5% of the amount exceeding 400,001
1,000,001 > 2,000,000	40,000	27,000 + 1% of the amount exceeding 1,000,001	102,000 + 5% of the amount exceeding 1,000,001
2,000,001 > 5,000,000	60,000	37,000 + 0.5% of the amount exceeding 2,000,001	156,000 + 4% of the amount exceeding 2,000,001
5,000,001 > 10,000,000	80,000	64,000 + 0.5% of the amount exceeding 5,000,001	282,000 + 3% of the amount exceeding 5,000,001
10,000,001 > 20,000,000	100,000	94,000 + 0.3% of the amount exceeding 10,000,001	425,000 + 2% of the amount exceeding 10,000,001
20,000,001 > 40,000,000	150,000	134,000 + 0.2% of the amount exceeding 20,000,001	610,000 + 1% of the amount exceeding 20,000,001
40,000,001 > 100,000,000	200,000	184,000 + 0.15% of the amount exceeding 40,000,001	900,000 + 0.4% of the amount exceeding 40,000,001
100,000,001 > 200,000,000	300,000	229,000 + 0.1% of the amount exceeding 100,000,001	1,080,000 + 0.3% of the amount exceeding 100,000,001
200,000,001 > 300,000,000	360,000	276,000 + 0.059% of the amount exceeding 200,000,001	12,600,000 + 0.228% of the amount exceeding 200,000,001
300,000,001 > 400,000,000	420,000	320,000 + 0.33% of the amount exceeding 300,000,001	1,434,000 + 0.157% of the amount exceeding 300,000,001
400,000,001 > 500,000,000	480,000	360,000 +0.021% of the amount exceeding 400,000,001	1,588,000 + 0.115% of the amount exceeding 400,000,001
Over 500,000,000	540,000	384,000 + 0.01% of the amount exceeding 500,000,000	1,705,000 + 0.04% of the amount exceeding 500,000,000

Note: Tribunal expenses are separately calculated in addition to Administrative and Tribunal Fees.

The Disputed Amount in Euros	The Centre's Administrative Fees	Tribunal Fees in Euros and in Percentage	
		Minimum Amount	Maximum Amount
Up to 40,000	2,000	2,000	8% of the disputed amount (maximum amount shall be 5,200)
40,001 > 100,000	3,000	2,000 + 1.5% of the amount exceeding 40,001	8% of the disputed amount (maximum amount shall be 5,200)
100,001 > 200,000	4,000	2,700 + 1% of the amount exceeding 100,001	10,200 + 5% of the amount exceeding 100,001
200,001 > 500,000	6,000	3,700 + 0.5% of the amount exceeding 200,001	15,600 + 4% of the amount exceeding 200,001
500,001 > 1,000,000	8,000	6,400 + 0.5% of the amount exceeding 5,00,001	28,200 + 3% of the amount exceeding 500,001
1,000,001 > 2,000,000	10,000	9,400 + 0.3% of the amount exceeding 1,000,001	42,500 + 2% of the amount exceeding 1000,001
2,000,01 > 4,000,000	15,000	13,400 + 0.2% of the amount exceeding 2,000,001	61,000 + 1% of the amount exceeding 20000,001
4,000,001 > 10,000,000	20,000	18,400 + 0.15% of the amount exceeding 4000,001	90,000 + 0.4% of the amount exceeding 4,000,001
10,000,001 > 20,000,000	30,000	22,900 + 0.1% of the amount exceeding 10,000,001	108,0,000 + 0.3% of the amount exceeding 10,000,001
20,000,001 > 30,000,000	36,000	27,600 + 0.059% of the amount exceeding 20,000,001	126,00,000 + 0.228% of the amount exceeding 20,000,001
30,000,001 > 40,000,000	40,000	32,000 + 0.33% of the amount exceeding 300,000,001	143,400 + 0.157% of the amount exceeding 30,000,001
40,000,001 > 50,000,000	48,000	36,000 +0.021% of the amount exceeding 40,000,001	158,800 + 0.115% of the amount exceeding 40,000,001
Over 50,000,000	54,000	38,400 + 0.01% of the amount exceeding 50,000,000	170,500 + 0.04% of the amount exceeding 50,000,000

Note: Tribunal expenses are separately calculated in addition to Administrative and Tribunal Fees.

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