



TAHKEEM

**Rules of Arbitration
Sharjah International Commercial Arbitration Centre
(Tahkeem)**

Version 2

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Rules of Arbitration Sharjah International Commercial Arbitration Centre (Tahkeem)

Chairman Sharjah Chamber of Commerce & Industry

Having considered:

Law No. 1 of 2003 concerning the Sharjah Chamber of Commerce & Industry;

Amiri Decree No. 6 of 2009 Establishing Sharjah International Commercial Arbitration Centre dated 22nd March 2009;

Administrative Resolution No. 12/2015 issued by the Chairman of the Sharjah Chamber of Commerce and Industry dated 6th July 2015 on Granting the Centre Regulatory, Administrative and Financial Independence.

Administrative Resolution No. 13/2015 issued by the Chairman of the Sharjah Chamber of Commerce and Industry dated 14th July 2015 on Setting the Mechanism of Administrative Supervision over the Centre and the Granted Authorities and Powers.

The attached Rules of the Sharjah International Commercial Arbitration Centre are hereby passed and shall replace the Rules issued by virtue of the Board Resolution on 25th March 2009 with effect from 1 June 2017.

Article 1

Scope of work

The Centre shall administer the resolution of arbitral disputes through arbitration tribunals in accordance with these rules. Such arbitral disputes shall not be adjudicated by the Centre itself.

Article 2

Definitions

The following words and phrases shall have the meanings assigned thereto:

“Centre”: The Sharjah International Commercial Arbitration Centre (Tahkeem).

“Executive Committee”: The executive committee of the Centre, which shall be formed pursuant to the provisions of Decree No. 6 of 2009.

“Rules”: The Rules of the Sharjah International Commercial Arbitration Centre.

“Tribunal”: The arbitral tribunal appointed according to these Rules, which may consist of a sole arbitrator or more than one arbitrator provided that the number of arbitrators appointed shall be uneven.

“Claimant”: The party(s) initiating an arbitration.

“Respondent”: The party(s) against which the arbitration is initiated.

“Joined Party”: One or more parties joined in the arbitration in accordance with the rules.

“Intervening Party”: One or more parties intervening in the arbitration in accordance with the rules.

“Party” or “Parties”: The Claimant, Respondent, Joined Party, or Intervening party.

“Award”: A partial or final award.

“Procedural Order”: A procedural order issued by the Tribunal during the course of the arbitration which does not adjudicate on the subject-matter of the arbitration.

“Communications”: Includes and means, without limitation and as the context requires, statements, pleadings, notices, warnings, requests, applications, letters, evidences of proof and any documents or exhibits and attachments.

Article 3

Statements, Pleadings and Communications; Time Limits

1. Each Party shall submit all Communications in writing and in a number of copies sufficient to provide one copy for each Party, each arbitrator, and the Centre and the Tribunal shall send to the Centre copies of any Communications in addresses to the Parties.
2. All Communications from the Centre and the Tribunal shall be sent to the last address of the Party or its representative or for whom the same are intended, by way of registered post, courier, email or facsimile and delivery shall be deemed to have been made if sending was made by using any of the aforesaid means.
3. Periods of time shall start to run from the day following the date on which Communication or notification is made in accordance with Clause (2) of this Article. When the day following such date is an official holiday or a non-business day, the period of time shall commence on the first following business day. Official holidays and non-business days occurring during the running of the period of time are included in calculating the period of time. If the last day of such period of time is an official holiday or a non-business day at the residence or place of business of the addressee, the period of time shall expire at the end of the first following business day.

Article 4

Request for Arbitration

1. A Party wishing to commence arbitration under the Rules shall submit a request for arbitration (the "Request") to the Centre. The Centre shall notify the Claimant and Respondent upon receipt of the Request and the date of such receipt.
2. The date of payment of the registration fee and the receipt of the Request and the Communications by the Centre shall be considered the date on which the arbitration proceedings have commenced.
3. Without prejudice to any applicable rule of law, the commencement of arbitration proceedings shall suspend the running of prescriptive period.
4. The Request must include the following:
 - A) A demand that the dispute be referred to arbitration under the Rules.
 - B) The name in full, description and all addresses and contact details, including telephone, facsimile, and email of all Parties to the arbitration and of the representative of the Claimant, if any.
 - C) A copy of the contract or document from which the dispute had arisen or relates to.

- D) A copy of the arbitration agreement invoked by the Claimant and where multiple Requests are made under more than one arbitration agreement, the Claimant shall enclose a copy of each arbitration agreement invoked by the Claimant with the relevant Request, and shall refer clearly to each arbitration agreement separately.
- E) A summarised description of the nature and circumstances of the dispute and of the causes giving the rise of such dispute.
- F) An initial statement of the relief sought and, to the extent possible, the amounts claimed by the Claimant and an estimate of the monetary value of any other claims.
- G) All particulars, proposals and comments concerning the number of arbitrators and the method of their selection, and if the arbitration agreement calls for Parties nomination of arbitrators, the arbitrators shall be nominated and their addresses and all their contact details including telephone and facsimile numbers, email address and P.O. Box, must be mentioned.
- H) All particulars, proposals and comments concerning the place and language of the arbitration and the applicable law.
- I) Copies of any Communications related to the dispute or the Request and any other information that the Claimant considers they help to efficiently hearing and adjudicating the dispute.

5. The Claimant shall submit the Request in the number of copies required by Article 3(1), and make payment of the registration fee required by the enclosed Schedule (Arbitration Fees, Expenses and Charges) in force on the date the Request is submitted. In the event that the Claimant fails to comply with either of these requirements, the Centre shall suspend the Request and may grant an additional time limit within which the Claimant must comply, failing which the Request shall be deemed as never existed without prejudice to the Claimant's right to submit a new Request at any later date under these Rules.
6. After the Centre receives the Request and the Claimant pays the prescribed registration fees, the Centre shall transmit a copy of the Request and Communications to the Respondent and any other Party (if any), for answer to the Request.

Article 5

Answer to the Request; Counterclaims

1. Within 30 days of receipt of the Request from the Centre, the Respondent shall submit an Answer (the "Answer"), in the number of copies referred to in Article 3(1), which shall contain the following:

- A) The full name, capacity, all addresses and contact details including telephone, facsimile number, and email address of the Respondent and his representative (if any).
 - B) Its initial comments as to the nature and circumstances of the dispute and of the causes giving rise to the dispute.
 - C) Its initial response to the Claimant's relief sought.
 - D) All relevant particulars, proposals and comments concerning the number of arbitrators and the method of their selection, and if the arbitration agreement calls for Parties nomination of arbitrators, the arbitrators shall be nominated and their addresses and all their contact details including telephone, facsimile numbers email address, and P.O. Box, must be mentioned.
 - E) All relevant particulars, proposals and comments concerning the place and language of the arbitration and the applicable law.
 - F) Copies of any Communications related to the dispute or the Request and any other information that the Respondent considers they efficiently help in hearing and adjudicating the dispute.
2. If the Respondent has any counterclaims arising out of or in connection with the same contract or document in respect of which the dispute arises, the Respondent shall submit such claims with the Answer in the number of copies required under Article 3(1), and shall pay the prescribed registration fees in force on the date such counterclaims are submitted. In the event that the Respondent fails to pay such fees, the Centre shall suspend the consideration of the Respondent's counterclaims and may grant the Respondent a time limit to make such payment, failing which the counterclaims shall be deemed as null ab initio, without prejudice to the Respondent's right to submit a new Request for the same claim at any later date under these Rules.
 3. In addition to Clause (1) of this Article, any counterclaim must include the following:
 - A) A summarised description of the dispute, its nature and circumstances and of the causes giving rise to such dispute.
 - B) An initial statement of the relief sought and, to the extent possible, the amounts claimed and an estimate of the monetary value of any other claims.
 4. Without prejudice to any Party's right to submit a new Request, no counterclaims shall be accepted unless submitted together with the Answer as required in Clause 2 of this Article, unless there is an acceptable excuse for delay.
 5. The Centre may, at the request of the Respondent, grant the Respondent an additional period of time, not exceeding 14 days, to submit its Answer and counterclaims (if any).
 6. After the Centre receives the counterclaims in a sufficient number of copies and the Respondent pays the prescribed registration fees, the Centre shall communicate a copy thereof to the Claimant and any other Party (if any) for answer within 30 days from the date of receipt. The Centre may, at the request of the Claimant, grant the Claimant an extension of time not exceeding 14 days to answer to the counterclaims before referral of the file to the Tribunal.
 7. A counterclaim shall have the same effects of the Request set out in Clause (2) and Clause (3) of Article (4).
 8. The Centre shall not refer the file to the Tribunal unless payment of the fees, expenses and charges prescribed in the Schedule ("Arbitration Fees, Expenses and Charges") is made.

Article 6

Effect of the arbitration agreement

1. The Parties' agreement in writing to submit their disputes to the Centre shall be deemed as agreement to resolve such disputes by arbitration through the Centre under the Rules in effect on the date of commencement of the arbitration and consent to the Center's administration of such arbitration.
2. The Tribunal shall decide on all questions related to jurisdiction, including those related to the existence, validity, or scope of the arbitration agreement and its inclusion of the underlying dispute or the inclusion of any party.
3. Any plea relates to any of the questions referred to in Clause (2) of this Article must be submitted with the Answer, unless there is an acceptable excuse for delay.
4. If any Party submits a plea to the non-existence of an arbitration agreement, the arbitration shall continue and the Centre shall refer the file to the Tribunal, unless the Centre decides to refer the matter to the Executive Committee to decide thereon and take a decision on whether the arbitration shall proceed or not.
5. Without prejudice to any of the Parties' procedural or substantive rights, if the Executive Committee is prima facie satisfied that an arbitration agreement under which the Request was submitted may possibly be in existence, the arbitration shall proceed and the Tribunal shall thereafter have the competence to rule on the plea.
6. The Executive Committee's decision not to proceed with arbitration in respect of any claim or Party, shall be final and binding and not subject to any form of recourse at

the Centre. Any Party retains the right to refer to any court having jurisdiction seeking a decision as to whether a binding arbitration agreement exists and determination of its subject matter and parties.

7. If the Executive Committee decided that the arbitration cannot proceed in respect of any of the claims, this decision does not preclude any Party from submitting such claims at any later date, either by a new independent Request or in the course of other arbitration proceedings.
8. If any of the Parties refuses or fails to take part in the arbitration or at any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure.
9. The Tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent, null and void, or voidable. It is sufficient that the Tribunal confirms the existence and validity of the arbitration agreement. The Tribunal shall continue to have jurisdiction to determine the Parties' respective rights and obligations and to decide their claims, requests and pleas even though the contract itself may be non-existent, null and void or voidable unless otherwise agreed by the Parties.

Article 7

Joinder and Intervention

1. Requests for joinder and intervention may be submitted in arbitrations subject to these Rules in the following cases:
 - A) If all Parties, including the Intervening Party and the Joined Party agree.
 - B) If the Intervening Party or the Joined Party is a Party to the same arbitration agreement or another arbitration agreement consistent therewith and the intervention or joinder arises from the same legal relationship out of or in connection with which the dispute arises.
 - C) A Party wishing to join a party into the arbitration ("Joined Party"), shall submit request for joinder to the Centre, either with the Request, or thereafter within the time limit prescribed by the Centre. The date on which the request for joinder is received by the Centre shall be deemed the date of the commencement of arbitration against the Joined Party. No request for joinder may be accepted after appointment of the Tribunal, unless an acceptable excuse is presented or all Parties, including the Joined Party, agree otherwise.
 - D) A party wishing to intervene as Party in the arbitration ("Intervening Party") shall submit a request for intervention to the Centre within the time limit prescribed by the Centre. The date on which the request for intervention is received by the Centre shall be deemed the date of the commencement of arbitration against the Intervening Party. No request for intervention may be accepted after the appointment of the Tribunal, unless an acceptable excuse is presented to the Tribunal or all Parties, including the Intervening Party, agree otherwise.

- E) Requests for joinder and intervention shall be subject to the provisions of the preceding Articles and shall have the same effect as the Request as set out in Clauses 2 and 3 of Article 4, and shall include the following:
 - A) The case reference of the existing arbitration in respect of which the Request for joinder or intervention is made;
 - B) The name in full, description and all addresses and contact details, including telephone, facsimile and email, of all Parties and their representatives, including the Joined Party and Intervening Party; and
 - C) All information and requirements specified in these Rules,
- F) Article (4) and Article (5) shall apply mutatis mutandis to the requests for joinder and intervention.

Article 8

Claims Between Multiple Parties

1. In an arbitration with multiple Parties, claims may be made by any Party against any other Party, subject to these Rules, however, no new claims may be made after the Terms of Reference are signed without the authorisation of the Tribunal.
2. The Centre shall not refer to the Tribunal any claims not satisfying all requirements specified in these Rules.
3. Following the referral of the file to the Tribunal, the Tribunal shall have the jurisdiction to determine the terms and procedures for submission and acceptance of claims under these Rules.

Article 9

Multiple Parties

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

Article 10

Consolidation of Arbitrations

1. The Executive Committee may, at the request of any Party, consolidate two or more arbitrations into a single arbitration, where:
 - A) The Parties have agreed to consolidation;
 - B) All of the claims in the arbitrations are made under the same arbitration agreement; or
 - C) Where the claims in the arbitrations are made under more than one arbitration agreement, the arbitrations arise from the same legal relationship, and the Executive Committee finds the arbitration agreements to be compatible or may be reconciled.

2. While deciding on consolidation of arbitrations, the Executive Committee may take into account any circumstances it considers to be relevant, including, for example, whether one or different arbitrators have been appointed in the arbitrations being decided for consideration. The Executive Committee shall pass its decision as it deems practical and feasible and its decision shall be final. When arbitrations are consolidated by the Executive Committee, they shall be consolidated into the first registered arbitration, unless otherwise agreed by all Parties.

Article 11

General Provisions

1. The Tribunal must be impartial and independent of all Parties and must perform its duties in compliance with these Rules.
2. Before appointment, the Tribunal shall sign a statement that it will allocate sufficient time to hear and resolve the dispute and, express its acceptance and availability to arbitrate the dispute between the Parties, impartiality and independence. The Tribunal shall also disclose in writing to the Executive Committee any facts or circumstances that could give rise to reasonable doubts as to its impartiality. The Executive Committee shall communicate such information to the Parties in writing and fix a time limit for them to submit their comments.
3. The Tribunal shall immediately disclose in writing to the Executive Committee and to the Parties any facts or circumstances of a similar nature to those referred to in the preceding Clause of this Article which may arise during the arbitration.
4. The decision of the Executive Committee as to the appointment, revocation, replacement, stepping down, unfitness or ineligibility of the Tribunal shall be final. The Executive Committee may announce the grounds underlying its decision at the request of one of the Parties.

Article 12

Formation of Tribunal

1. If the Parties have not agreed upon the number of arbitrators, the Executive Committee shall appoint a sole arbitrator, save where it appears to the Executive Committee that the dispute is such as to warrant the appointment of more arbitrators provided that their number must be uneven. In the event that the Executive Committee decided that the dispute shall be resolved by three arbitrators, the Executive Committee shall appoint the chairman of the Tribunal and each Party shall nominate an arbitrator within a period of 15 days from the receipt of the notification of the decision of the Executive Committee. If a Party fails to nominate an arbitrator, the appointment shall be made by the Executive Committee.

2. Where the Parties have agreed that the dispute shall be resolved by a sole arbitrator, they shall agree on nomination of such sole arbitrator within 30 days from the date when the Claimant's Request was received by the Respondent or within such additional time which may be allowed by the Centre. If the Parties fail to agree upon the nomination within the said time, the sole arbitrator shall be appointed by the Executive Committee.
3. Where the Parties have agreed that the dispute shall be resolved by three arbitrators, the Claimant shall nominate one arbitrator in the Request and the Respondent shall nominate one arbitrator in the Answer. If either Party fails to nominate an arbitrator, the appointment shall be made by the Executive Committee. Where Parties have agreed to appoint the chairman of the Tribunal or agreed upon any other procedure for such appointment, such agreement shall be deemed as nomination subject to appointment by the Executive Committee. Where the Parties have not agreed upon the nomination of the chairman of the Tribunal or if the procedure agreed upon between the Parties does not result in a nomination within 30 days from the date of the appointment of the co-arbitrators (or any other time limit agreed by the Parties or fixed by the Centre), the third arbitrator shall be appointed by the Executive Committee.
4. Where there are multiple Parties, and where the arbitration agreement provides that the dispute is to be resolved by a sole arbitrator, all Parties shall jointly nominate a sole arbitrator within 30 days from the date of commencement of arbitration for appointment by the Executive Committee. If they fail to do so within the said period (or any other time limit agreed by the Parties or fixed by the Centre), the sole arbitrator shall be appointed by the Executive Committee.
5. Where there are multiple Parties, and where arbitration agreement provides that the dispute is to be resolved by three arbitrators, the multiple Claimants shall jointly nominate one arbitrator and the multiple Respondents shall jointly nominate one arbitrator. If they fail to make such nomination within 30 days (or any other time limit agreed by the Parties or fixed by the Centre), from the date of commencement of arbitration, such appointment shall be made by the Executive Committee. In all cases, the Executive Committee shall appoint a third arbitrator to act as the chairman of the Tribunal.

Article 13

Nomination and Appointment of Arbitrators

1. All arbitrators shall be appointed by the Executive Committee taking into consideration the manner agreed upon by the Parties in writing to conduct arbitration.
2. The Executive Committee may refuse to appoint any arbitrator nominated by any Party or through any other procedure, if the

Executive Committee believes that the nominated arbitrator lacks impartiality, independence or is ineligible. In such case, the Executive Committee shall request a new nomination to be made by the Parties within 15 days from the date of receipt of the Executive Committee's decision. Where no nomination is made within the said period or where the Executive Committee does not accept the alternative arbitrator, the Executive Committee shall appoint the arbitrator.

Article 14

Revocation of Arbitrators

1. A challenge of an arbitrator shall be made by the submission to the Executive Committee of a written statement defining and specifying the facts and reasons on which the challenge is based.
2. A challenge shall not be admissible unless submitted either within 15 days from receipt of the notification of the appointment of the arbitrator or within 5 days from the date the facts and reasons on which the challenge is based became known to the Party making such challenge, if such date is subsequent to the receipt of such notification.
3. The Executive Committee shall send the challenge to the Tribunal and the Parties to express their comments in writing within 10 days.
4. The Executive Committee shall communicate the comments of the Tribunal and the Parties on the challenge to all other Parties and shall pass its final reasoned decision in respect of the challenge within 21 days from the date of receipt thereof.

Article 15

Replacement of Arbitrators

1. An arbitrator shall be replaced upon death or resignation or upon the occurrence of any reason preventing the arbitrator from discharging his or her function during the course of arbitration, in accordance with the provisions of the constitution of the Tribunal and the appointment and nomination of arbitrators under these Rules.
2. If the arbitrator failed or refused to discharge his or her functions in accordance with the Rules or failed such discharge within the prescribed time limits, the arbitrator shall be replaced in accordance with the provisions of the revocation of arbitrators and the constitution of the Tribunal and nomination and appointment, of arbitrators under these Rules.
3. The Executive Committee may dismiss and revoke the appointment of the arbitrator if the arbitrator refuses or fails to discharge his or her functions under these Rules or has failed to discharge such functions within the prescribed time limits or acted deliberately in violation of the arbitration agreement or violated these Rules, or when does not act impartially and independently as between the Parties or does not conduct or pursue the arbitration or does not avoid any unjustified delay or expense.

4. When an arbitrator is to be replaced, the Executive Committee may, if it deems fit, make an appointment without complying with the appointment procedures stipulated under these Rules. Once reconstituted, and after having invited the Parties to comment, the Tribunal shall determine if and to what extent prior proceedings conducted before the reconstitution shall be repeated.
5. Upon the existence of any reason for replacement of an arbitrator under this Article, all time limits prescribed under any governing law and under these Rules, and those agreed upon by the Parties or granted or fixed by the Executive Committee, the Centre, or the Tribunal shall suspend and such time limits shall only resume after completion of the formation of the Tribunal and commencement of its functions.

Article 16

Transmission of the File to the Tribunal

The Executive Committee shall transmit the file to the Tribunal as soon as the Tribunal has been constituted, provided all prescribed arbitration fees, costs and expenses are paid.

Article 17

Proof of Authority

The Executive Committee, the Director of the Centre, or the Tribunal may, at any time, require proof of authority of any Party's representatives.

Article 18

Place of the Arbitration

1. Parties may agree in writing upon the place of the arbitration and in the absence of such agreement, the place of arbitration shall be in the Emirate of Sharjah, unless the Tribunal selects another appropriate place after taking consideration of all circumstances and granting all Parties the opportunity to submit their comments and proposals in writing.
2. The Tribunal may, after consultation with all Parties and as it deems appropriate, conduct hearings and meetings including case management conference, at any location and by any means of communication such as telephone or video conference. The Tribunal may conduct its deliberations at any place of its choice.

Article 19

Language of the Arbitration

1. The language of arbitration shall be the language of the arbitration agreement, unless otherwise agreed by the Parties.
2. If the arbitration agreement is written in more than one language, the Tribunal shall decide which of these languages shall be the language of arbitration.
3. If the arbitration agreement is written in more than one language, or if any Party submitted any Communications in any language other than that of the arbitration agreement then, the Executive Committee shall determine the language of the Request and the Communications and shall request such Party to translate the same into the language decided by it until transmittal of the file to the Tribunal.
4. After completion of its formation, the Tribunal shall have the authority to determine the language of the arbitration after taking into account all relevant factors and circumstances, including the language of the contract.

Article 20

Rules Governing the Proceedings

The proceedings before the Tribunal shall be governed by the Rules and, where the Rules are silent, by the rules which the Parties or, failing them, the Tribunal may settle on.

Article 21

Applicable Rules of Law

1. The Parties shall be free to agree upon the rules of law to be applied by the Tribunal to the merits of the dispute. In the absence of any such agreement, the Tribunal shall apply the rules of law which it determines to be appropriate. The Tribunal shall take account of the provisions of the contract and relevant trade practices.
2. The Parties may grant the Tribunal the power of amiable compositeur to decide *ex aequo et bono*.

Article 22

Conduct of the Arbitration

1. The Tribunal and the Parties shall make their best efforts to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity, difficulty and value of the dispute.
2. In order to ensure effective case management, the Tribunal, after consulting the Parties, may adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the Parties.

3. Upon the request of any Party, the Tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.
4. In all cases, the Tribunal shall act impartially and independently and shall ensure that each Party has a reasonable opportunity to present its case.
5. The Parties undertake to comply with any Procedural Orders made by the Tribunal.

Article 23

Terms of Reference

1. As soon as it has received the file from the Centre, the Tribunal shall draw up the Terms of Reference, on the basis of Communications submitted by the Parties. The Terms of Reference must contain the subject matter of the dispute, and the power and authority of the Tribunal to take interim or precautionary measures.
2. The Parties and Tribunal shall sign the Terms of Reference. If one of them refuses to sign the Terms of Reference, the validity and enforceability of the Terms of Reference shall not be affected and the Tribunal shall proceed with the arbitration.
3. After the Terms of Reference have been signed, no Party shall make new claims which fall outside the limits of the Terms of Reference unless it has been authorised to do so by the Tribunal, which shall in this event consider the nature of such new claims, the stage of the arbitration and other relevant factors and circumstances.

Article 24

Case Management and Procedural Timetable

1. The Tribunal shall, within 21 days from the date of receipt of the file from the Executive Committee, hold a case management conference, and consult the Parties on procedural measures that may be adopted and set a procedural timetable.
2. The Tribunal shall prepare a procedural timetable at the same conference or within 7 days thereof, and shall communicate such timetable and any modifications thereto to the Centre and all Parties.
3. The Tribunal may hold further case management conferences to consult with the Parties and adopt further procedural measures or modify the procedural timetable to ensure continued effective case management.

4. The Tribunal may conduct case management conferences by any means of communications, such as telephone or videoconference. The Tribunal may request the Parties to submit case management proposals in advance of a case management conference and may request the attendance of the Parties with their representatives at any case management conference.

Article 25

Evidentiary Procedures

1. Without prejudice to Article (22) of these Rules, the Parties are at liberty to agree in writing upon any evidentiary rules and procedures as they may deem appropriate.
2. The Tribunal shall hear the Parties at the request of one of them or upon its own motion, in the presence of all Parties. The Tribunal may decide to hear the Parties in the absence of one of the them, provided that such absent Party has been duly notified.
3. The Tribunal may hear witnesses and experts and any other person in the presence or absence of the Parties, provided that they have been duly notified.
4. The Tribunal may, upon its own motion or at the request of any Party, appoint one or more experts and give the Parties the discussion opportunity or to question any such expert(s) at one of the arbitration hearings.
5. The Tribunal may assess and evaluate any piece of evidence submitted by the Parties and determine its admissibility and relevance to the arbitration. The Tribunal may determine the time, format, and manner in which such evidence is to be submitted.
6. The Tribunal may decide on the case solely in light of the Communications submitted by the Parties without holding hearings unless one of the Parties requests a hearing.

Article 26

Hearings

1. When the Tribunal determines that a hearing is to be held, the Tribunal, giving reasonable time, shall notify the Parties of such hearing time and date.
2. If any of the Parties, although duly notified, failed to appear without valid excuse, the Tribunal shall have the power to proceed with the hearing.
3. The Tribunal shall be in full charge of the hearings, at which all the Parties shall be entitled to be present. Save with the approval of the Tribunal and the Parties, any person not having capacity or not involved in the proceedings shall not be admitted.
4. Parties may appear in person or through legally authorised representatives. In addition, they may be assisted by advisers.

Article 27

Witnesses

1. A Party who wishes that witnesses to be examined shall communicate to the Tribunal and to the other Parties, the identities and addresses of such witnesses, the subject matter of their testimonies, the facts to be established by them and their relevance to the arbitration, within the period to be specified by the Tribunal as it may deem appropriate.
2. Each witness shall give his testimony alone in the absence of other witnesses. The Tribunal has discretion as to whether a testimony is needed and shall, on that basis, have the power to decide not to take such testimony, on the grounds of avoiding evidence duplication or lack of its relevance.
3. Each Party may question any witness who gives oral testimony provided that such questioning shall be under the supervision of the Tribunal. The Tribunal may ask questions at any stage of the examination of the witnesses.
4. The testimony of witnesses may, either at the choice of a Party or upon the order of the Tribunal, be submitted in written form, in which case the Tribunal may make the admissibility of the written testimony conditional upon the attendance of the witnesses for oral testimony.
5. The Tribunal may, on its own initiative or at the request of any Party, call any witness. Hearing the statement of such witness may be conducted through any means of telecommunications including videoconference, provided that such means of communication allows the Tribunal to verify the identity of the witnesses.
6. The Tribunal shall require witnesses to administer an oath, if so is required by the mandatory provisions of the law applicable to the testimony. The administration of an oath shall be before the Tribunal in case the testimony is oral or by way of affidavit if the witness statement is written.
7. Each Party shall undertake all the practical arrangements and preparations for any witness it calls and shall pay all related expenses.

Article 28

Closing of the Proceedings and Submission of Draft Awards

1. As soon as possible after the last hearing concerning matters to be decided in the Award or after the filing of the last authorised submissions concerning such matters, whichever is later, the Tribunal shall:
 - A) Declare the proceedings closed with respect to the matters to be decided in the Award; and
 - B) Inform the Centre and the Parties of the date on which it expects to issue its Award.

2. After the proceedings are closed, no further Communications may be submitted with respect to the matters to be decided in the Award, unless requested or authorised by the Tribunal.

Article 29

Conservatory and Interim Measures

1. Subject to the mandatory provisions of the applicable law, the Tribunal may, on its own initiative or at the request of a Party, to order any of the Parties to take any interim or precautionary measures as it deems appropriate in relation to the subject matter of dispute, such as an order to deposit goods with a third party or to sell the perishable goods and to deposit the sale revenues of the same with the Centre on the account of the dispute. The Tribunal may make the granting of any such measure subject to appropriate security being furnished.
2. Any such measure shall take the form of a provisional Award.
3. The application of a Party to a competent judicial authority for taking such interim or conservatory measures or for submitting securities for a claim or a counter claim or for the execution of any such measures or orders made by the Tribunal shall not be deemed to be an infringement or a waiver of the arbitration agreement. The Party which submits such application or seeks such measures shall, without any delay, notify the Centre and the Tribunal of such application and the measures taken by the competent judicial authority.

Article 30

Emergency Arbitrator

1. A Party that needs urgent interim or conservatory measures that cannot await the formation of the Tribunal may make an application for such measures. Any such application shall be accepted only if it is received by the Centre prior to the transmission of the file to the Tribunal irrespective of whether the Party making the application has already submitted a Request.
2. The Centre shall appoint an emergency arbitrator to take the measures requested as per the preceding Clause, as soon as possible after receiving an application and payment of prescribed fees.
3. The emergency arbitrator shall issue an Award order within no later than 15 days from the date of receipt of the file and may order the applicant to make any deposit with the Centre as the arbitrator may deem appropriate.
4. The applicant for an emergency arbitrator shall submit its request for arbitration in the substantive dispute within 10 days from the issuance date of the emergency arbitrator's Award, otherwise, such Award shall be deemed null ab initio.

5. The emergency arbitrator's Award shall not bind the Tribunal with respect to any question, issue or dispute determined in such Award. The Tribunal may revoke or modify the Award or modify any claims resulting from or related to compliance or non-compliance with such Award.
6. The emergency arbitrator provisions shall not apply if:
 - A) The Parties have agreed to opt out of the emergency arbitrator provisions in writing; or
 - B) The Parties have agreed to another pre-arbitral procedure that provides for the granting of conservatory, interim or similar measure including the referral to a competent court.

Article 31

Time Limit for the Final Award

The Tribunal must render its final Award within 6 months from the date on which it received the file from the Executive Committee. The Executive Committee may extend the time limit one or more times for any time limit it may deem appropriate pursuant to a reasoned request from the Tribunal or on its own initiative as it may deem appropriate.

Article 32

Making of the Award

1. When the Tribunal is composed of more than one arbitrator, an Award is made by a majority of the arbitrators. If there is no majority, the Award shall be made by the Chairman of the Tribunal alone.
2. The Award shall state the reasons upon which it is based.
3. The Award shall be deemed to be made at the place of the arbitration and on the date stated therein.

Article 33

Award by Consent

If the Parties reach a settlement after the file has been transmitted to the Tribunal, the settlement shall be recorded in the form of an Award made by consent of the Parties, if so requested by the Parties and so agreed by the Tribunal.

Article 34

Notification, Deposit and Enforceability of the Award

1. The Tribunal shall deposit with the Centre a number of original copies of the Award sufficient for the Parties and the Centre. The Centre shall deliver a copy to each Party provided always that the costs of the arbitration have been fully paid by the Parties or by one of them.

2. Any Party may, at any time, request additional copies certified by the Centre.
3. An Award issued in accordance with these Rules shall be binding on the Parties which the Parties undertake to carry out without delay and shall be unchallengeable in any manner whatsoever.

Article 35

Correction and Interpretation of the Award, Remission of Awards

1. The Tribunal may, on its own initiative, correct any typographical, spelling or clerical error, or any errors of similar nature contained in the Award, provided such correction is submitted for approval to the Centre within 30 days of the date of such Award.
2. Any Party may submit an application for the correction of an error of the kind referred to in Article 35(1), or an application for the interpretation of the Award, provided that such application must be made to the Executive Committee within 15 days from the date of receiving the Award by such Party.
3. The Executive Committee shall transmit the application to the Tribunal which shall, after granting the other Parties the chance to submit their comments thereon, issue its decision on the application no later than 15 days from the receipt of application.
4. The correction or to interpretation of the Award shall be in a form of an addendum order to and shall be considered part of the Award.

Article 36

Decision as to the Costs of the Arbitration

1. The costs of the arbitration shall include the Centre's administrative fees and expenses and the fees and expenses of the arbitrators, as well as the fees and expenses of any experts and lawyers and other costs incurred by the Parties to the arbitration.
2. The arbitrator(s) fees shall be fixed by the Executive Committee between the minimum and maximum limits prescribed in the Appendix ("Arbitration Fees, Expenses and Charges") subject to the circumstances of each case.
3. The final Award shall, by virtue of a reasoned decision, fix the costs of the arbitration and decide which of the Parties shall bear them or the percentages of such costs which shall be borne by each Party.
4. In making decisions as to costs of arbitration and the Party which shall bear the same, the Tribunal may take into account

such circumstances as it considers relevant, including the extent to which each Party has cooperated and conducted the arbitration in an expeditious, efficient and cost-effective manner.

5. In the event of the withdrawal of all claims or the termination of the arbitration before the rendering of a final Award, the Executive Committee shall fix the Centre's administrative fees and expenses and the Tribunal's fees and expenses and the Tribunal may determine any other expenses.

Article 37

Modification of Time Limits

1. The Parties may agree to shorten the time limits set out in these Rules. Any such agreement entered into subsequent to the constitution of the Tribunal shall become effective only upon the approval of the Tribunal.
2. The Executive Committee, on its own initiative, may extend any time limit which has been modified pursuant to Article 37(1) if it decides that it is necessary to do so in order that the Tribunal may discharge its duties in accordance with these Rules.

Article 38

Objection

If any Party has any objection arising from the implementation of the provisions of these Rules, or of any other rules applicable to the proceedings, any objection related to any direction given by the Tribunal, or any requirement under the arbitration agreement relating to the constitution of the Tribunal, such Party must submit its objection immediately; otherwise, it shall be deemed to have waived such objection.

Article 39

Limitation of Liability

The Centre and its employees, the Executive Committee and its members and the Tribunal or any of its members and any person appointed by it shall not be liable to Party for any act or omission in connection with the arbitration.

Article 40

Effective Date

These Rules shall come into effect on 1 June 2017 and shall not be applicable to the arbitration agreements entered into or arbitration proceedings commenced prior to the Effective Date hereof, unless the Parties agree otherwise.

Chapter Two: Arbitration Fees, Expenses and Charges

This chapter shall be considered as an integral part from the rules of the Sharjah International Commercial Arbitration complementary to its provisions.

Article 1 Fellowship

The centre shall collect annual charges amounting AED 500 for registering to the fellowship of the centre.

Article 2 Tribunal's Fees

The fees shall be determined between the two minimum and maximum limits under knowledge of the Executive Committee as per the conditions of each claim.

Amount in Dispute (AED)	Tribunal's Fees (AED)	
	Minimum	Maximum
Emergency Arbitrator	40,000	
Up to 100,000	4,500	7% of the amount in dispute
100,001-300,000	10,000 + 2% of amount in dispute exceeding 100,001	25,000 + 5% of amount in dispute exceeding 100,001
300,001-700,000	6,000 + 1% of amount in dispute exceeding 300,001	20,000 + 5% of amount in dispute exceeding 300,001
700,001-1,000,000	18,000 + 0.8% of amount in dispute exceeding 700,001	42,000 + 2.5% of amount in dispute exceeding 700,001
1,000,001-2,500,000	20,000 + 0.3% of amount in dispute exceeding 1,000,001	55,000 + 4% of amount in dispute exceeding 700,001
2,500,001-5,000,000	22,500 + 0.45% of amount in dispute exceeding 2,500,001	110,000 + 2.5% of amount in dispute exceeding 2,500,001
5,000,001-10,000,000	35,000 + 0.3% of amount in dispute exceeding 5,000,001	182,000 + 1.8% of amount in dispute exceeding 5,000,001
10,000,001-30,000,000	30,000 + 0.5% of amount in dispute exceeding 10,000,001	170,000 + 2% of amount in dispute exceeding 10,000,001
30,000,001-50,000,000	22,500 + 0.45% of amount in dispute exceeding 30,000,001	190,000 + 1.5% of amount in dispute exceeding 30,000,001
50,000,001-80,000,000	90,000 + 0.3% of amount exceeding 50,000,001	250,000 + 0.5% of amount exceeding 50,000,001
80,000,001-100,000,000	170,000 + 0.3% of amount in dispute exceeding 80,000,001	480,000 + 0.4% of amount in dispute exceeding 80,000,001
100,000,001-150,000,000	200,000 + 0.2% of amount exceeding 100,000,001	550,000 + 0.3% of amount in dispute exceeding 100,000,001
150,000,001-200,000,000	250,000 + 0.1% of amount in dispute exceeding 150,000,001	1,100,000 + 0.12% of amount in dispute exceeding 150,000,001
200,000,001-250,000,000	285,000 + 0.09% of amount in dispute exceeding 200,000,001	1,395,000 + 0.11% of amount in dispute exceeding 200,000,001
Over 250,000,001	320,000 + 0.01% of amount in dispute exceeding 250,000,001	1,450,000 + 0.02% of amount in dispute exceeding 250,000,001

Article 3

Administrative Fees and Charges: Table (A): Administrative Fees

Amount in Dispute (AED)	Administrative Fees (AED)
Emergency Arbitrator	10,000
Up to 100,000	2,000
100,001-300,000	4,000
300,001-700,000	7,500
700,001-1,000,000	10,000
1,000,001-2,500,000	12,500
2,500,001-5,000,000	20,000
5,000,001-10,000,000	30,000
10,000,001-30,000,000	32,000
30,000,001-50,000,000	40,000
50,000,001-80,000,000	42,000
Over 80,000,001	50,000

Table (B): Administrative Charges:

Type	Fees (AED)
Registration of Request for Arbitration	1,500 to 5,000
Certified Copy of an Award	5 per page
Certificate	100
Request for Revocation of Arbitrator	10,000
Nomination of non-listed Arbitrator	500
Arbitration not governed by the Rules	5,000
Other	300

Article 4

Each Request for Arbitration or to introduce a counterclaim must be accompanied by a non-refundable registration fees. The fees for registration of the Request for Arbitration listed in the above table (B) shall be determined by the Executive Committee after considering the amount in dispute.

Article 5

Requests for joinder and intervention shall be treated as Request for Arbitration and shall be subject to all fees, and charges provided in this Chapter.

Article 6

The amount of insurance of the Emergency Arbitrator shall be determined by the Executive Committee and in accordance with the Rules.

Article 7

In the event of party's nomination of an arbitrator who is not listed with the Centre then, such nomination shall be subject to the approval of the Executive Committee and the fees listed in Table (B).

Article 8

The fees for the Request for Revocation of Arbitrator shall be refunded only if revocation is granted by the Executive Committee.

Article 9

Secretariat

The Tribunal's secretariat fees shall be determined by the Executive Committee within the scale of a minimum of AED 3,000 and a maximum of AED 10,000.

Article 10

Experts and Translators

The expert's and translator's fees shall be determined by the Tribunal after due consideration of their scope of work.

Article 11

The Centre

The centre shall collect 10% from the fees of the Arbitrators or Experts.

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