



## **AI COMMENTARY: CRCICA ARBITRATION RULES 2024**

Prepared by Galadari Advocates & Legal Consultants with ChatGPT

Edited by Abdulla Ziad Galadari, Sergejs Dilevka, and Dimitriy Mednikov

## About Galadari

Galadari is a full-service Emirati law firm dedicated to providing legal solutions at every stage of the business cycle.

Since 1983, we have supported the development of the United Arab Emirates (UAE) legal framework, while contributing to the industry and driving great commercial impact across the Emirates and supporting our clients to navigate through their challenges.

For four decades, our goal has been to deliver the highest-quality product to solve complicated issues. Our team take pride in our uncompromising approach to quality and recognise everything we do, our produce is a measurement of our commitment to quality. We give 100% the first time and every time.

Our legal team consists of over 60 locally qualified Emirati and international lawyers across three offices in the UAE who are fluent in 18 different languages. Our Emirati advocates have full rights of audience across all UAE Courts. Our team aims to provide the highest standard of legal service and maintain the same level of quality at every point of contact.

Aligned with our core values, Galadari is committed to being a responsible business. We are actively progressing towards a diverse and inclusive workforce, using our legal capabilities to do good in the community through pro bono work, supporting communities and charities across the UAE, and reducing our environmental impact.

## Galadari's International Arbitration Practice

Galadari "are a local law firm with international standards and lawyers, familiar with local UAE laws, DIFC laws, and international laws" (*The Legal 500 EMEA – UAE 2023*).

With over four decades of experience in the UAE, our team possesses extensive expertise gained from their involvement in high-profile, intricate disputes worth millions of dollars across the region. Clients rely on our broad-ranging knowledge to guide them on the most suitable strategy for their business when faced with a dispute, whether as the claimant or respondent.

We represent clients in proceedings governed by a variety of international arbitration bodies, including ICC, LCIA, SCC, SCIA, DIAC, and GCC CAC. Additionally, we also provide representation in ad-hoc arbitration cases, and arbitration-related proceedings before the courts of Dubai, the DIFC, Abu Dhabi, and the ADGM.

With one of the largest teams of Emirati advocates in the country, we offer a one-stop shop from the initiation to the conclusion of any arbitration, eliminating the need for external counsel.

Clients and legal directories continuously praise our forward-thinking approach. The team was shortlisted for Arbitration Law Firm of the Year by Thomson Reuters Asian Legal Business Middle East Law Awards 2023, and Arbitration Team of the Year in Law.com International's Middle East Legal Awards 2023.

## Galadari's International Arbitration Team



**Abdulla Ziad Galadari**  
Senior Partner  
abdulla@galadarilaw.com

Abdulla is the principal driving force behind the growth strategies of many private and public organisations across the UAE, who continuously develop under his leadership. He is a key influencer across the UAE, supporting a diverse range of businesses and senior dignitaries, helping them to navigate its legal framework. Abdulla has been recognised by The Legal 500 as a “Leading Individual” in the region.



**Sergejs Dilevka**  
Senior Counsel  
s.dilevka@galadarilaw.com

Sergejs is Senior Counsel at the Dispute Resolution department of the Galadari's Dubai office. Sergejs is a dual-qualified lawyer and admitted as a Solicitor of the Senior Courts of England & Wales and as an Attorney and Counsellor of Law in the Courts of the State of New York. Sergejs has over 15 years of experience in advising and representing multinational companies and high-net-worth individuals in a wide range of complex institutional (ICC, LCIA, DIFC-LCIA, LMAA, SCC, SCIA, DIAC, GCC CAC) and *ad hoc* international and domestic arbitration proceedings, and litigation proceedings at DIFC Courts. Sergejs is a registered practitioner with DIFC Courts and ADGM Courts.



**Dimitriy Mednikov**  
Associate  
dimitriy.mednikov@galadarilaw.com

Dimitriy is an Associate at the Dispute Resolution department of Galadari's Dubai office. Dimitriy's practice focuses on complex commercial arbitration, particularly in the IT, engineering and construction, and M&A sectors, under various institutional rules (ICC, LCIA, SCC, HKIAC, and DIAC). Dimitriy has substantial experience in advising and acting for high-net-worth individuals in cross-border disputes and criminal proceedings involving allegations of money laundering. Dimitriy is a registered practitioner with DIFC Courts and ADGM Courts.

## Editors' Preface

Galadari's Artificial Intelligence (AI) Commentary on arbitration rules, laws, and treaties, was composed by Abdulla Ziad Galadari, Sergejs Dilevka, and Dimitriy Mednikov.

The term 'artificial intelligence' (AI) was first suggested by John McCarthy in 1955, defining it as a challenge *"of making a machine behave in ways that would be called intelligent if a human were so behaving"*.

Almost seventy years later, further to multiple waves advancing AI technologies and notwithstanding several so-called 'AI winters' (prolonged periods of time when interest and investment in AI was significantly decreasing), AI has finally arrived as an essential technology for our future development and is here to stay. Today, leading AI platforms are able to maintain logical conversations their users, thus, satisfying McCarthy's problem by making a machine behave intelligently.

The benefits of AI for both individuals and businesses have transitioned from being purely theoretical to practicable and, to a great extent, quantifiable. For legal practitioners, presently, such quantifiable benefits would likely be based on the billable and non-billable time saved, for example, on document review and textual analysis or production of documents based on standard templates. Further, there is a huge potential to use AI to write simple code automating mundane tasks, such as generation of exhibit lists, (re)numbering of exhibits, bulk-conversion of documents from one file format into another, updating cross-references or footnotes in a document — one can think of plenty of use cases and what is needed is a bit of knowledge on how to make basic changes to that code and run it. However, as of the date of this publication, it seems that the general consensus among legal practitioners is that AI systems cannot be reliably used for legal research and all of the results of such research would still have to be reviewed with great care by human lawyers.

Galadari's AI Commentary on arbitration rules, laws, and treaties, is an experiment focussed on using AI to ascertain the current quality of AI analysis, and to determine the level of AI's ability to digest large quantities of complex information and produce an accurate and logical analysis of the relevant text in respect of various arbitration rules.

In the development of this AI Commentary, we used ChatGPT, an AI-powered language model developed by OpenAI. This AI model is capable of generating human-like text based on context and past conversations. The method used, for consistency, and not due to lack of imagination, implemented the use of the following prompt template to generate commentary on each provision of the relevant text: 'analyse article/section X of arbitration law/rules/treaty'.

Overall, the general outcome of our experiment indicates that, in the majority of situations, ChatGPT is able to successfully dissect provisions, spot important nuances, and generate meaningful commentary on the relevant provisions. Specifically, once ChatGPT was presented with a provision for analysis, it would typically attempt to break down the text into separate aspects into a list or bullet point format, tackling each and summarising the provision at the end of its analysis. This approach is consistently observed by ChatGPT across all the AI Commentary publications. We found this method to be suitable and informative, allowing readers to process the analysis in a systematic manner and benefit from ChatGPT's separation of the provision into smaller bits that the reader may be specifically interested in. It was noted that ChatGPT does not overlook or miss certain aspects of a provision, which

is a potential human risk factor. ChatGPT addressed every aspect of provisions without fail, for example:

**Article 21.3 of the UAE Federal Law No. 6 of 2018 on Arbitration (“UAE Arbitration Law”):** “The Arbitral Tribunal may, at the request of any party or on its own motion, amend, suspend, or cancel an interim measure it has ordered, in exceptional circumstances, by prior notice to be given to the Parties.”

**ChatGPT:** “Article 21.3 of the UAE Arbitration Law grants the Arbitral Tribunal the authority to modify, suspend, or revoke interim measures it has previously ordered during the arbitration process. These changes can be made under specific conditions referred to as “exceptional circumstances”. Let us analyse this article:

1. *Modification: The Tribunal can amend or alter the scope or conditions of an interim measure based on the evolving circumstances of the case.*
2. *Suspension: The Tribunal can suspend the enforcement of an interim measure temporarily if the circumstances warrant it.*
3. *Cancellation: The Tribunal can completely cancel or revoke an interim measure previously ordered if it deems it no longer necessary or appropriate.*
4. *Exceptional Circumstances: The Tribunal’s power to amend, suspend, or cancel interim measures is limited to exceptional circumstances, implying that such measures are not subject to routine or arbitrary alterations.*
5. *Prior Notice: The article requires the Tribunal to provide advance notice to the parties before making any changes to the interim measures. This ensures transparency and allows parties to present their positions on the proposed amendments.*

[...]

The commentary produced using ChatGPT did display some shortcomings. For example, there were instances when ChatGPT would ‘hallucinate’, making something up, which is a well-known limitation not only for OpenAI and ChatGPT users but also for other AI systems, for example:

**Extract from ChatGPT’s commentary on Article 2.4 of DIAC Arbitration Rules 2022 containing a reference to Article 32:** “This exception indicates that certain specific provisions, such as Article 32, may have limited application to agreements to arbitrate made before the effective date of the Rules. It provides flexibility for parties to agree on different rules or procedures ~~regarding the settlement or termination of proceedings~~, even if the general principle of the Rules taking precedence over the parties’ agreement still applies.”

**Human lawyer:** Article 32 of DIAC Arbitration Rules 2022 does not concern ‘settlement or termination of proceedings’ but sets out provisions pertaining to expedited proceedings.

Occasionally, ChatGPT would not appreciate the important distinction between ‘may’ or ‘should’ and the commanding ‘shall’, which can be crucial, for example:

**Article 4.1(c) of DIAC Arbitration Rules 2022:** “Any party wishing to commence an arbitration under the Rules shall submit to the Centre a Request which shall include: [...] (c) a copy of any relevant agreement

*between the parties, which contains the agreement to arbitrate, in respect of which the claim arises; [...].”*

**ChatGPT:** *“Article 4.1 of the DIAC Arbitration Rules outlines the requirements for submitting a Request to commence an arbitration under the Rules. Let us analyse each component of this article: [...] Copy of relevant agreement: The Request ~~should~~ include a copy of any relevant agreement between the parties that contains the agreement to arbitrate, which is the basis for the claim being made.”*

Parenthetically, ChatGPT sometimes would simply paraphrase a provision several times within a single answer or alter the format of the responses with a series of prompts within the same commentary. To be fair, most of these provisions were quite nominal and did not contain much substance for analysis, for example:

**Definition of ‘Parties’ Article 1.1 of UAE Arbitration Law:** *“Parties: The Claimant and the Respondent, whatever their number.”*

**ChatGPT:** *“Parties: Refers to the Claimant and the Respondent involved in the arbitration. The parties could be individuals, companies, or any legal entities engaged in a dispute.”*

It was expected that there would be such limitations, but it was pleasantly surprising that their frequency was much lower than anticipated.

Being cognisant of all the existing issues and scepticism within the legal community, we consider that this experimental AI Commentary could be of assistance to practitioners in at least two ways. First, it allows the reader an opportunity to perform a sense check on their understanding of a provision or its aspect against ChatGPT’s analysis. Second, the time required to produce 24 publications comprising the AI Commentary was significantly less than the typical duration needed to produce a single comprehensive commentary text on any of the relevant arbitration laws, rules, or treaties. Thus, should it become necessary, a similar AI commentary could be produced on any arbitration law/rules/treaty at a fraction of time and cost typically associated with such a task.

The purpose of publishing the AI Commentary is to provide arbitration practitioners and academics with a general sense of what is presently possible to achieve in the field of arbitration with the assistance of generative AI software, and encourage the arbitration community to push the boundaries of arbitration as a flexible, efficient, and effective dispute resolution method.

Notably, all commentary was generated with ChatGPT and was supported by a selective review by the Editors. Accordingly, the commentary may contain inaccurate and/or incomplete information. Readers are strongly advised to exercise caution reading the commentary with some scepticism and to keep a pencil in hand to note any inaccuracies. Needless to say, nothing in this text should be considered and/or relied upon as legal advice. For detailed information, please refer to OpenAI’s Terms & Policies: [openai.com/policies](https://openai.com/policies).

This project would not be complete without front page illustrations, which were also generated by AI. DALL E, another OpenAI system capable of creating images based on prompts, was used for this purpose. The chosen concept is based on a watercolour painting style, primarily portraying athletic rivalries in locations that correspond to the relevant arbitration law, rules, or treaty. The hope is that the readers will find the illustrations aesthetically appealing.

Should you have any questions, comments, or observations, including any noticed errors, please do not hesitate to contact us directly via email at [s.dilevka@galadarilaw.com](mailto:s.dilevka@galadarilaw.com).

**Abdulla Ziad Galadari**

[abdulla@galadarilaw.com](mailto:abdulla@galadarilaw.com)

**Sergejs Dilevka**

[s.dilevka@galadarilaw.com](mailto:s.dilevka@galadarilaw.com)

**Dimitriy Mednikov**

[dimitriy.mednikov@galadarilaw.com](mailto:dimitriy.mednikov@galadarilaw.com)

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**CRCICA ARBITRATION RULES 2024**

**In force as from 15 January 2024**

**SUMMARY**

The 2024 version of the Arbitration Rules of the Cairo Regional Centre for International Commercial Arbitration (CRCICA). These rules provide a comprehensive framework for conducting arbitration proceedings, including guidelines for initiating arbitration, appointing arbitrators, conducting proceedings, and determining arbitration awards and costs.

The document is structured into several sections, each dealing with different aspects of the arbitration process:

1. Section I — Introductory Rules: Covers the basic principles and initial steps in an arbitration process, including the scope of application, notice and calculation of periods, and initial communication requirements.
2. Section II — Constitution of the Arbitral Tribunal: Details the process for appointing arbitrators, including the number of arbitrators, their appointment, disclosure, and challenges.
3. Section III — Arbitral Proceedings: Outlines the conduct of the arbitration, including the place of arbitration, language, statements of claim and defence, amendments, jurisdiction, and evidence.
4. Section IV — The Award: Focuses on the arbitration decision-making process, including the form and effect of the award, applicable law, and potential corrections or interpretations of the award.
5. Section V — Costs of Arbitration: Addresses the financial aspects of the arbitration process, including fees, expenses, and allocation of costs.
6. Section VI — Other Provisions: Contains miscellaneous provisions like consolidation, multiple contracts, early dismissal of claims, third-party funding, and confidentiality.

The document also includes annexes with tables of fees, rules for emergency arbitrators, expedited arbitration rules, and by-laws of the Advisory Committee, as well as model arbitration clauses.

## SECTION I INTRODUCTORY RULES

### ARTICLE 1 SCOPE OF APPLICATION

- 1. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the Rules of Arbitration of the Cairo Regional Centre for International Commercial Arbitration (the “Rules” or “CRCICA Arbitration Rules”), then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree, excluding Section V of the Rules.**

Article 1(1) of the CRCICA Rules 2024 outlines the scope and applicability of the rules in the context of arbitration agreements between parties. Let us break down and analyse its key components:

1. Agreement Requirement:
  - a. The provision begins by stating that it applies when parties have mutually agreed to resolve disputes arising from a defined legal relationship through arbitration.
  - b. This legal relationship can be either contractual or non-contractual, indicating that the CRCICA Rules are flexible enough to cover various types of legal arrangements.
2. Choice of Arbitration under CRCICA Rules: The article specifies that the agreed-upon arbitration will be conducted under the CRCICA Arbitration Rules. This emphasizes the autonomy of the parties to choose the rules governing their arbitration proceedings.
3. Modification by Agreement: The parties have the authority to modify the CRCICA Arbitration Rules as they see fit. This allows flexibility and customisation of the arbitration process based on the specific needs and preferences of the parties involved.
4. Exclusion of Section V: Section V of the CRCICA Arbitration Rules is explicitly excluded.

In summary, Article 1(1) sets the stage for arbitration under the CRCICA Rules when parties have a pre-existing agreement to do so. It underscores the principle of party autonomy by allowing modifications to the rules, except for Section V.

- 2. Where the parties have agreed to submit their disputes to arbitration under the Rules, they shall be deemed to have submitted to the Rules in effect on the date of commencement of the arbitration proceedings in accordance with article 3, paragraph 2 of the Rules, unless agreed otherwise.**

Article 1(2) of the CRCICA Rules 2024 addresses the determination of the applicable version of the rules when parties have agreed to submit their disputes to arbitration. Here is an analysis of the key elements:

1. Submission to the Rules: The article establishes that when parties have agreed to resolve their disputes through arbitration under the CRCICA Rules, they are deemed to have submitted to those rules. This reinforces the idea that the parties’ agreement to arbitrate implies acceptance of the CRCICA Rules.

2. **Applicable Version of the Rules:** The provision specifies that the version of the CRCICA Rules in effect on the date of the commencement of the arbitration proceedings will apply unless the parties have agreed otherwise. This temporal reference ties the applicability of the rules to a specific point in time, ensuring clarity regarding the procedural framework governing the arbitration.
3. **Flexibility through Agreement:** The article introduces an element of flexibility by allowing the parties to agree on a different version of the CRCICA Rules. This recognizes the principle of party autonomy, enabling the parties to tailor the arbitration process to their specific preferences, even regarding the rules in effect.

In summary, Article 1(2) reinforces the principle that parties, by agreeing to arbitration under the CRCICA Rules, are automatically subjected to those rules. The default position is the version of the rules in effect at the commencement of the arbitration unless the parties have expressly agreed otherwise. This provision balances the need for a standardized procedural framework with the flexibility to accommodate the parties' intentions through mutual agreement.

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

Article 1(3) of the CRCICA Rules 2024 addresses the relationship between the CRCICA Rules and the applicable law governing the arbitration. Let us analyse the key components of this provision:

1. **Primary Governance by CRCICA Rules:** The article states that the CRCICA Rules shall govern the arbitration process. This establishes the primacy of the CRCICA Rules in shaping the procedural framework for the resolution of disputes when parties have chosen arbitration under these rules.
2. **Conflict Resolution with Applicable Law:**
  - a. A significant qualification is introduced in the second part of the article. It provides that if any provision of the CRCICA Rules conflicts with a provision of the law applicable to the arbitration, the latter shall prevail.
  - b. This recognizes the importance of the legal framework within which the arbitration is conducted. In case of a conflict between a provision in the CRCICA Rules and a mandatory provision of the applicable law that parties cannot waive or derogate from, the law will take precedence.
3. **Non-Derogable Provisions of Applicable Law:** The phrase "from which the parties cannot derogate" emphasizes that this override by the applicable law applies only to provisions that are mandatory and cannot be altered or waived by the parties. Certain legal principles or requirements may be considered essential and non-negotiable, and in such cases, the law will prevail.

In summary, Article 1(3) acknowledges the general authority of the CRCICA Rules to govern the arbitration proceedings. However, it establishes a hierarchy in the event of a conflict, giving priority to provisions of the applicable law that are non-derogable and cannot be overridden by the parties. This ensures that fundamental legal principles are respected even in the context of arbitration governed by institutional rules.

**4. For investor-state arbitration initiated pursuant to an investment treaty or any other investment instrument referring to the Rules, these Rules shall include the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration, if the parties so agree.**

Article 1(4) of the CRCICA Rules 2024 addresses a specific scenario involving investor-state arbitration initiated pursuant to an investment treaty or any other investment instrument that refers to the CRCICA Rules. Let us break down and analyse the key elements of this provision:

1. **Context of Investor-State Arbitration:** The article specifies that it applies specifically to investor-state arbitration initiated under an investment treaty or any other investment instrument that makes reference to the CRCICA Rules. Investor-state arbitration involves disputes between a foreign investor and a host state, typically arising from an investment treaty.
2. **Incorporation of UNCITRAL Rules on Transparency:**
  - a. The provision states that, in the context described above, the CRCICA Rules will include the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration, but only if the parties agree to such inclusion.
  - b. The UNCITRAL Rules on Transparency are designed to enhance transparency and public access to information in investor-state arbitration proceedings.
3. **Conditional Application Based on Party Agreement:** The phrase “if the parties so agree” emphasizes the voluntary nature of incorporating the UNCITRAL Rules on Transparency. It places importance on the consent of the parties to include these additional rules, allowing for flexibility and respect for party autonomy.

In summary, Article 1(4) addresses the specific requirements of investor-state arbitration under the CRCICA Rules when initiated pursuant to an investment treaty or another investment instrument. It introduces the possibility of including the UNCITRAL Rules on Transparency, but this inclusion is contingent upon the agreement of the parties involved. This provision reflects a recognition of the unique characteristics and considerations associated with investor-state disputes and allows parties to tailor the arbitration process accordingly.

**5. The Expedited Arbitration Rules in Annex 3 to the Rules shall apply to the arbitration where the parties so agree.**

Article 1(5) of the CRCICA Rules 2024 addresses the application of the Expedited Arbitration Rules, specifically in situations where the parties agree to their use. Let us analyse the key components of this provision:

1. **Reference to Expedited Arbitration Rules:** The article explicitly mentions the Expedited Arbitration Rules, which are provided in Annex 3 to the CRCICA Rules. These rules are designed to expedite the arbitration process, often by streamlining procedures and reducing time and costs.
2. **Application Conditioned on Party Agreement:** The central feature of Article 1(5) is that the application of the Expedited Arbitration Rules is contingent upon the agreement of the parties. In other words, these rules will only be in effect if the parties expressly consent to their application.

3. **Flexibility and Party Autonomy:** By requiring the parties' agreement, the provision highlights the principle of party autonomy in international arbitration. Parties are given the flexibility to choose whether they want to benefit from the expedited procedures outlined in Annex 3, tailoring the arbitration process to their specific needs and preferences.

In summary, Article 1(5) of the CRCICA Rules 2024 allows the parties to opt for expedited arbitration by incorporating the Expedited Arbitration Rules from Annex 3. This underscores the importance of party consent in shaping the arbitration process and aligns with the broader trend in international arbitration to provide parties with options and flexibility in tailoring the proceedings to their particular circumstances.

**6. The following Annexes constitute an integral part of the Rules:**

- **Annex 1 - Tables of the Administrative Fees and the Fees of the Arbitral Tribunal;**
- **Annex 2 - Emergency Arbitrator Rules;**
- **Annex 3 - Expedited Arbitration Rules; and**
- **Annex 4 - By-laws of the Advisory Committee of the Centre.**

Article 1(6) of the CRCICA Rules 2024 explicitly designates certain annexes as integral parts of the overall rules. Let us analyse the key components of this provision:

1. **Inclusion of Annexes:** The article specifies four annexes that are considered integral parts of the CRCICA Rules. These annexes are:
  - a. Annex 1: Tables of the Administrative Fees and the Fees of the Arbitral Tribunal
  - b. Annex 2: Emergency Arbitrator Rules
  - c. Annex 3: Expedited Arbitration Rules
  - d. Annex 4: By-laws of the Advisory Committee of the Centre
2. **Integral Part of the Rules:** By stating that the listed annexes are integral parts of the rules, Article 1(6) emphasizes their significance and incorporation into the broader framework of the CRCICA Rules. This means that these annexes are not separate or optional; rather, they are an essential and inseparable component of the overall arbitration rules.
3. **Functional Roles of Annexes:** Each annex serves a specific purpose:
  - a. Annex 1 provides information on administrative fees and arbitrator fees.
  - b. Annex 2 outlines rules related to emergency arbitrators.
  - c. Annex 3 contains rules for expedited arbitration.
  - d. Annex 4 consists of the by-laws of the Advisory Committee of the Centre.



4. **Clarity and Accessibility:** By explicitly listing the annexes within the main text of the rules, the provision ensures transparency and clarity regarding the components that parties and practitioners should refer to when engaging in arbitration under the CRCICA Rules.

In summary, Article 1(6) establishes the integral nature of specific annexes to the CRCICA Rules, outlining their functional roles and emphasizing their importance in conjunction with the broader arbitration framework. This provision contributes to clarity and accessibility for parties engaging in arbitration under the CRCICA Rules by consolidating essential information in one location.

## ARTICLE 2 NOTICE AND CALCULATION OF PERIODS OF TIME

1. **A notice, including a notification, communication, submission or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.**

Article 2(1) of the CRCICA Rules 2024 addresses the issue of communication between parties during arbitration proceedings. Let us analyse the key components of this provision:

1. **Broad Definition of Notice:** The article begins by using the term “notice,” which is then broadly defined to include various types of communication such as notifications, communications, submissions, or proposals. This indicates that the article covers a wide range of written exchanges between the parties.
2. **Permissible Means of Transmission:** The key principle established by Article 2(1) is that a notice may be transmitted by any means of communication. This flexibility allows the parties to use various methods for exchanging information. Importantly, the chosen means of communication must provide or allow for a record of its transmission.
3. **Record Requirement:** The phrase “that provides or allows for a record of its transmission” emphasizes the importance of having a verifiable record of the communication. This record can serve as evidence in case of disputes regarding the timing, content, or receipt of the notice.
4. **Technological Neutrality:** The provision does not prescribe specific methods of communication, reflecting a technologically neutral approach. Parties can use traditional methods like postal mail, fax, or more modern forms such as email or secure online platforms. This accommodates advancements in communication technology and aligns with the evolving practices in international arbitration.
5. **Efficiency and Cost-Effectiveness:** Allowing a wide range of communication methods enhances the efficiency and cost-effectiveness of the arbitration process. Parties can choose the most convenient and expeditious means of communication without being constrained by rigid requirements.

In summary, Article 2(1) recognizes the diverse nature of communications in arbitration and provides parties with the flexibility to choose the means of transmission. The emphasis on maintaining a record ensures accountability and serves as a practical measure to address potential disputes regarding the communication process during arbitration.

- 2. If an address has been designated by a party specifically for this purpose, agreed by the parties, or authorised by the arbitral tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed received. Delivery by electronic means such as facsimile or email may only be made to an address so designated or authorised.**

Article 2(2) of the CRCICA Rules 2024 provides guidance on the delivery of notices in arbitration proceedings, specifying the conditions under which a notice is considered delivered. Let us analyse the key elements of this provision:

1. **Designated Address for Notice:** The article establishes that if a party has designated a specific address for the purpose of receiving notices, and this designation is agreed upon by the parties or authorized by the arbitral tribunal, any notice must be delivered to that designated address.
2. **Deemed Receipt upon Delivery:** Once a notice is delivered to the designated address, it is deemed received. This creates a clear rule for determining the moment of receipt, which is crucial in arbitration proceedings where deadlines and timelines are often critical.
3. **Authorisation by the Arbitral Tribunal:** The provision recognizes that the arbitral tribunal may have the authority to authorize a specific address for the delivery of notices. This allows the tribunal to manage the communication process and ensure that parties receive important information at a designated location.
4. **Restrictions on Electronic Means:** The latter part of Article 2(2) introduces a limitation on the use of electronic means, such as facsimile or email, for delivery. Electronic delivery is only permissible if the party has designated or authorized an electronic address for this purpose. This reflects a cautious approach to electronic communication, ensuring that it is used only when parties have expressly agreed to it.
5. **Emphasis on Agreement and Authorisation:** The overarching theme of Article 2(2) is the importance of agreement and authorisation. Whether it is the designation of an address, agreement between parties, or authorisation by the tribunal, the provision underscores the significance of mutual consent and procedural order in the communication process.

In summary, Article 2(2) provides a structured framework for the delivery of notices in arbitration proceedings. It prioritizes designated addresses agreed upon by the parties or authorized by the tribunal, and it imposes limitations on electronic delivery unless expressly permitted. This approach contributes to clarity, efficiency, and fairness in the communication aspects of the arbitration process.

- 3. In the absence of such designation, agreement or authorisation, a notice is deemed received:**
- a. **If it is physically delivered to the addressee or to its representative; or**
  - b. **If it is delivered at the place of business, habitual residence, elected domicile or mailing address of the addressee.**

Article 2(3) of the CRCICA Rules 2024 provides rules for deeming a notice received in the absence of a specific designation, agreement, or authorisation. Let us analyse the key components of this provision:

1. Default Rule for Deemed Receipt: Article 2(3) specifies the conditions under which a notice is deemed received when there is no prior designation, agreement, or authorisation in place.
2. Physical Delivery to Addressee or Representative: Subparagraph (a) states that a notice is deemed received if it is physically delivered to the addressee or its representative. This recognizes the traditional method of notice delivery through physical means, ensuring that the actual receipt by the intended recipient or its representative is acknowledged.
3. Delivery at the Specified Locations: Subparagraph (b) outlines alternative locations where a notice is deemed received:
  - a. At the place of business of the addressee
  - b. At the habitual residence of the addressee
  - c. At the elected domicile of the addressee
  - d. At the mailing address of the addressee
4. Emphasis on Practical Locations: The locations mentioned in subparagraph (b) are practical and commonly associated with the addressee. This approach ensures that a notice is deemed received at places where the addressee is likely to be available to receive important communication.
5. Balancing Flexibility and Practicality: Article 2(3) strikes a balance between flexibility and practicality by providing alternative locations for deemed receipt. This recognizes that parties may not always have a designated address and ensures that notice is deemed received at locations that are reasonable under the circumstances.

In summary, Article 2(3) establishes default rules for deeming a notice received when there is no prior agreement, designation, or authorisation. The provision takes a practical approach by recognizing physical delivery to the addressee or its representative and specifying various locations, such as the place of business, habitual residence, elected domicile, or mailing address, where a notice is deemed received in the absence of other arrangements.

4. **If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3 of this article, a notice is deemed to have been received:**
  - a. **If it is sent to the addressee’s last known place of business, habitual residence, elected domicile or mailing address by registered letter or any other means which provides a record of delivery;**
  - b. **If it is delivered to any relevant location mentioned in any contract or other legal instrument out of or in relation to which the dispute arises; or**
  - c. **If it is delivered at the email address which the addressee holds out to the public at the time of such communication.**

Article 2(4) of the CRCICA Rules 2024 provides rules for deeming a notice received when, despite reasonable efforts, delivery cannot be achieved according to the earlier provisions of Article 2. Let us analyse the key components of this provision:

1. **Failure of Initial Delivery Attempts:** Article 2(4) comes into play when, despite reasonable efforts, delivery cannot be made in accordance with the preceding paragraphs of Article 2 (specifically paragraphs 2 and 3).
2. **Deemed Receipt After Unsuccessful Attempts:** Subparagraphs (a), (b), and (c) specify alternative methods for deeming a notice received in situations where initial delivery attempts are unsuccessful.
3. **Registered Letter or Record of Delivery:** Subparagraph (a) states that a notice is deemed received if it is sent to the addressee's last known place of business, habitual residence, elected domicile, or mailing address by registered letter or any other means that provides a record of delivery. This emphasizes the importance of using methods that allow for verification of delivery.
4. **Relevance of Contractual Locations:** Subparagraph (b) considers delivery to any relevant location mentioned in any contract or other legal instrument related to the dispute. This recognizes the significance of specific contractual arrangements and aims to ensure that notice is received at locations explicitly agreed upon by the parties.
5. **Publicly Held Email Address:** Subparagraph (c) introduces the possibility of deeming a notice received if it is delivered to the email address that the addressee holds out to the public at the time of communication. This recognizes the increasing importance of electronic communication and allows for flexibility in reaching the addressee through commonly accessible means.
6. **Reasonable Efforts Requirement:** The provision maintains the condition of "reasonable efforts" before resorting to these alternative methods. This ensures that parties make genuine attempts at delivering notices through the conventional means outlined in Article 2(2) and (3) before relying on the alternatives in Article 2(4).

In summary, Article 2(4) addresses the scenario where initial delivery efforts fail. It provides alternative methods for deeming a notice received, including sending it by registered letter, delivering it to contractually specified locations, or delivering it to a publicly held email address. This approach aims to balance the practical challenges of communication with the need for reliability and verification in the arbitration process.

5. **A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2 or 3 or 4 of this article. A notice transmitted by electronic means is deemed to have been received on the day when it reaches the addressee's electronic address.**

Article 2(5) of the CRCICA Rules 2024 provides guidance on when a notice is deemed to have been received, depending on the method of delivery. Let us analyse the key components of this provision:

1. **Timing of Deemed Receipt:** The article establishes a clear rule regarding the timing of deemed receipt. A notice delivered in accordance with the provisions outlined in paragraphs 2, 3, or 4 of Article 2 is deemed received on the day of delivery.

2. **Determination for Electronic Means:** For notices transmitted by electronic means, the provision specifies that they are deemed received on the day when they reach the addressee’s electronic address.
3. **Consistency in Timing Rules:** By establishing a uniform rule for notices delivered in various ways (physical delivery, delivery to designated locations, or alternative means after reasonable efforts), the provision promotes consistency and clarity in determining the moment a notice is considered received.
4. **Clear Rule for Electronic Notices:** The provision for electronic notices aligns with common practices and recognizes the instantaneous nature of electronic communication. The rule is straightforward: a notice is deemed received on the day it reaches the addressee’s electronic address.
5. **Facilitation of Timely Proceedings:** By providing a clear rule on the timing of deemed receipt, Article 2(5) contributes to the efficiency and predictability of arbitration proceedings. It ensures that parties have a reliable basis for calculating timelines and responding to notices in a timely manner.

In summary, Article 2(5) establishes a straightforward and consistent rule for determining when a notice is deemed received, depending on the method of delivery. This clarity is particularly important in the context of arbitration, where adherence to procedural timelines is crucial for the effective and fair resolution of disputes.

6. **Any notice, including a notification, communication, submission or proposal sent or filed by a party, as well as all documents annexed thereto, shall be submitted in a number of copies equal to the number required to provide one copy for each arbitrator, one copy for each of the remaining parties and one copy for the Centre. The parties may use electronic means of communication, that provide a record of transmission, unless otherwise ordered by the arbitral tribunal as the case may be, and the Centre shall receive a copy of such electronic communications.**

Article 2(6) of the CRCICA Rules 2024 addresses the procedural aspect of submitting notices and documents in arbitration proceedings. Let us analyse the key components of this provision:

1. **Multiplicity of Copies:** The article requires that any notice, communication, submission, or proposal, along with its annexes, should be submitted in a number of copies. Specifically, the number should be sufficient to provide one copy for each arbitrator, one copy for each of the remaining parties, and one copy for the Centre (CRCICA). This ensures that all relevant parties and the arbitral tribunal have access to the necessary documentation.
2. **Use of Electronic Means:** The provision allows parties to use electronic means of communication, provided they offer a record of transmission. This reflects the modern trend in international arbitration to embrace electronic communication methods, potentially enhancing efficiency and reducing costs.
3. **Discretion of the Arbitral Tribunal:** The use of electronic means is subject to the discretion of the arbitral tribunal. This means that the tribunal has the authority to order otherwise if it deems fit in a particular case. This recognizes the tribunal’s role in managing the proceedings and ensures flexibility in adapting to specific circumstances.

4. **Obligation for the Centre to Receive Electronic Communications:** The Centre is obligated to receive a copy of electronic communications. This ensures that the institution overseeing the arbitration is kept informed and has a record of the communications between the parties and the tribunal.
5. **Balancing Traditional and Modern Communication Methods:** The provision strikes a balance between traditional and modern communication methods. While it acknowledges the use of electronic means, it also retains the requirement for multiple hard copies, acknowledging the potential preferences or necessities of arbitrators and parties.

In summary, Article 2(6) provides a comprehensive framework for the submission of notices and documents in arbitration proceedings. It accommodates both traditional and electronic communication methods, offering flexibility while ensuring that all relevant parties and the Centre are appropriately informed and have access to the necessary documentation.

**7. Except as otherwise permitted by the arbitral tribunal:**

- a. **All communications addressed to the arbitral tribunal by a party shall be filed with the Centre for notification to the arbitral tribunal and the other party(s);**
- b. **All communications addressed from the arbitral tribunal to the parties shall be filed with the Centre for notification.**

Article 2(7) of the CRCICA Rules 2024 outlines the procedure for communications between parties and the arbitral tribunal in arbitration proceedings. Let us analyse the key components of this provision:

1. **Centralized Filing with the Centre:** Subparagraph (a) specifies that all communications addressed to the arbitral tribunal by a party must be filed with the Centre. This filing is for the purpose of notification to the arbitral tribunal and the other party or parties involved in the arbitration.
2. **Notification Process:** The Centre serves as a central point for the filing and subsequent notification of communications. This ensures that all parties, as well as the arbitral tribunal, are informed in a coordinated and consistent manner.
3. **Reciprocal Filing for Communications from the Tribunal:** Subparagraph (b) establishes a similar requirement for communications addressed from the arbitral tribunal to the parties. All such communications must be filed with the Centre for notification to the parties. This reciprocal filing ensures that all parties are kept abreast of communications from the tribunal in a transparent manner.
4. **Exceptions Permitted by the Tribunal:** The provision includes a caveat that allows the arbitral tribunal to permit exceptions to this filing and notification process. This acknowledges that in certain circumstances, the tribunal may choose to deviate from the default procedure, potentially for reasons of efficiency or other specific considerations.
5. **Promotion of Transparency and Coordination:** The requirement to file communications with the Centre for notification promotes transparency and coordination in the arbitration process. It ensures that all parties receive information simultaneously and

from a centralized source, reducing the risk of uneven access to important communications.

In summary, Article 2(7) establishes a structured process for the filing and notification of communications between parties and the arbitral tribunal. By centralizing this process through the Centre, the provision contributes to the efficient and transparent conduct of arbitration proceedings under the CRCICA Rules. The flexibility provided for exceptions acknowledges the tribunal's authority to adapt the process to specific circumstances when necessary.

- 8. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received according to paragraph 5 of this article. If the last day of such period is an official holiday or a non-business day at the place of business, habitual residence or elected domicile of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.**

Article 2(8) of the CRCICA Rules 2024 provides rules for calculating periods of time in the context of notices received during arbitration proceedings. Let us analyse the key components of this provision:

1. **Commencement of Period:** The article specifies that, for the purpose of calculating a period of time under the CRCICA Rules, the period begins to run on the day following the day when a notice is received according to paragraph 5 of Article 2. Paragraph 5 outlines the rules for deeming a notice received, creating a clear starting point for calculating time periods.
2. **Extension for Official Holidays or Non-Business Days:** If the last day of the calculated period falls on an official holiday or a non-business day at the place of business, habitual residence, or elected domicile of the addressee, the period is extended until the first business day that follows. This extension accounts for situations where the last day of a period coincides with a day when normal business activities may be disrupted.
3. **Inclusion of Official Holidays or Non-Business Days:** The provision explicitly states that official holidays or non-business days occurring during the running of the period are included in calculating the period. This ensures that the impact of such days on the continuity of the period is recognized and addressed.
4. **Ensuring Fair and Practical Calculation:** The rules in Article 2(8) aim to ensure a fair and practical calculation of time periods in the arbitration process. By allowing for extensions when necessary due to holidays or non-business days, the provision recognizes the need for flexibility in adherence to procedural timelines.

In summary, Article 2(8) establishes a clear framework for calculating periods of time in the context of notices received during arbitration proceedings. It considers the day of receipt of a notice as the starting point, provides for extensions in case the last day falls on an official holiday or non-business day, and emphasizes the inclusion of such days in the calculation. This approach contributes to the fairness and practicality of managing procedural timelines in arbitration.

**ARTICLE 3  
NOTICE OF ARBITRATION**

- 1. The party(s) initiating recourse to arbitration (hereinafter called the “claimant”) shall file with the Centre a notice of arbitration and the Centre shall communicate it to the other party(s) (hereinafter called the “respondent”) once the Centre has sufficient copies of the notice of arbitration in accordance with article 2, paragraph 6 of the Rules and has collected the registration fee required by article 43 of the Rules.**

Article 3(1) of the CRCICA Rules 2024 addresses the commencement of arbitration proceedings, specifically focusing on the obligations of the party initiating the arbitration (the claimant). Let us break down the key components of this provision:

- 1. Identification of the Initiating Party:** The provision refers to the party initiating the recourse to arbitration as the “claimant.” This establishes a clear role for the party taking the first step in initiating the dispute resolution process.
- 2. Filing a Notice of Arbitration:** The claimant is required to file with the Centre a notice of arbitration. This notice typically includes key information such as the nature of the dispute, the parties involved, and the relief sought. Filing a notice of arbitration is a formal step that triggers the commencement of the arbitration process.
- 3. Communication to the Respondent:** Once the Centre receives a sufficient number of copies of the notice of arbitration in accordance with the filing requirements outlined in Article 2, paragraph 6, and after collecting the registration fee as required by Article 43, the Centre is obligated to communicate the notice of arbitration to the other party or parties involved (referred to as the “respondent”).
- 4. Coordination by the Centre:** The role of the Centre in collecting necessary documentation and fees before communicating the notice to the respondent highlights the institution’s coordinating function in the arbitration process. This ensures that the initiation of arbitration is conducted in an organized and procedural manner.
- 5. Incorporation of Other Articles:** Article 3(1) refers to Article 2, paragraph 6, for the requirements related to the number of copies and electronic submissions of the notice of arbitration. Additionally, it makes a reference to Article 43, which presumably outlines the registration fee requirements.

In summary, Article 3(1) sets forth the procedural steps for initiating recourse to arbitration. The claimant is responsible for filing a notice of arbitration with the Centre, and the Centre, in turn, is obligated to communicate this notice to the respondent once certain conditions, such as the submission of sufficient copies and the payment of the registration fee, are met. This structured process ensures that the commencement of arbitration is formalized and well-coordinated under the CRCICA Rules.

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

Article 3(2) of the CRCICA Rules 2024 provides a rule regarding the commencement of arbitral proceedings, specifically focusing on the starting point of the proceedings. Let us analyse the key components of this provision:



1. **Commencement Triggered by Notice of Arbitration:** The provision establishes that, unless the parties have agreed otherwise, the arbitral proceedings are deemed to commence on the date on which the notice of arbitration is received by the Centre. This signifies the moment at which the formal initiation of the arbitration process occurs.
2. **Default Rule: No Need for Additional Agreement:** The use of “unless the parties have agreed otherwise” implies that the default rule is for the commencement of arbitral proceedings to be triggered by the receipt of the notice of arbitration by the Centre. In the absence of a specific agreement to the contrary, this rule applies.
3. **Clear Determination of Commencement Date:** The provision contributes to clarity in determining the starting point of arbitral proceedings. By tying the commencement to the date of receipt of the notice of arbitration by the Centre, a specific and objective event is identified as the trigger for the beginning of the arbitration process.
4. **Flexibility for Party Agreement:** The phrase “unless the parties have agreed otherwise” acknowledges the principle of party autonomy in arbitration. Parties are free to deviate from the default rule by mutual agreement, allowing them flexibility in defining the commencement of proceedings based on their specific preferences or circumstances.

In summary, Article 3(2) provides a default rule for the commencement of arbitral proceedings under the CRCICA Rules, linking it to the date on which the notice of arbitration is received by the Centre. However, the provision allows parties the flexibility to alter this default rule if they have agreed otherwise, respecting the principle of party autonomy in shaping the arbitration process.

**3. The notice of arbitration shall include the following:**

- a. **A demand that the dispute be referred to arbitration;**
- b. **The names in full, addresses and other contact details of each of the parties;**
- c. **The name(s) in full, address(es), contact details and proof of authority of any person(s) representing the claimant in the arbitration (if any);**
- d. **Identification of the arbitration agreement(s) that is invoked;**
- e. **Identification of any contract(s) or other legal instrument(s) out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;**
- f. **A brief description of the claim, the relief or remedy sought, as well as the amounts of any quantified claims and, to the extent possible, an estimate of the value of any other claims (including unquantified claims), if any;**
- g. **A brief description of the claim, the relief or remedy sought, as well as the amounts of any quantified claims and, to the extent possible, an estimate of the value of any other claims (including unquantified claims), if any;**
- h. **A copy of the arbitration agreement and a copy of any contract or other legal instrument out of which the dispute arises. Also, where claims are made under more than one**

**arbitration agreement, an indication of the arbitration agreement under which each claim is made; and**

- i. A reference to the existence of any funding agreement and the identity of any third party funder pursuant to article 53 of the Rules.**

Article 3(3) of the CRCICA Rules 2024 outlines the specific information and documents that must be included in the notice of arbitration. Let us analyse the key components of this provision:

1. **Demand for Arbitration:** Subparagraph (a) requires the notice of arbitration to include a demand that the dispute be referred to arbitration. This is a fundamental element, as it formally triggers the arbitration process and indicates the intention of the claimant to resolve the dispute through arbitration.
2. **Identification of Parties:** Subparagraph (b) mandates the inclusion of the names in full, addresses, and other contact details of each of the parties. This information is essential for identifying and communicating with the involved parties.
3. **Representation Details of Claimant:** Subparagraph (c) specifies that the notice should include the name(s) in full, address(es), contact details, and proof of authority of any person(s) representing the claimant in the arbitration, if applicable. This ensures that the tribunal and the other party are informed about the authorized representatives.
4. **Identification of Arbitration Agreement:** Subparagraph (d) requires the identification of the arbitration agreement(s) that is invoked. This is crucial for establishing the legal basis for the arbitration.
5. **Details of Contract or Legal Instrument:** Subparagraph (e) mandates the identification of any contract(s) or other legal instrument(s) out of or in relation to which the dispute arises. In the absence of such a contract or instrument, a brief description of the relevant relationship should be provided.
6. **Description of Claim and Relief Sought:** Subparagraph (f) requires a brief description of the claim, the relief or remedy sought, and the amounts of any quantified claims. Additionally, an estimate of the value of any other claims, including unquantified claims, should be provided. This information is essential for the respondent and the arbitral tribunal to understand the nature and scope of the dispute.
7. **Submission of Documents:** Subparagraph (h) requires the claimant to submit a copy of the arbitration agreement and a copy of any contract or other legal instrument out of which the dispute arises. If claims are made under more than one arbitration agreement, an indication of the arbitration agreement for each claim is necessary.
8. **Disclosure of Funding Agreement:** Subparagraph (i) mandates a reference to the existence of any funding agreement and the identity of any third-party funder pursuant to Article 53 of the Rules. This introduces transparency regarding the financial arrangements supporting the claimant in the arbitration.

In summary, Article 3(3) sets out comprehensive requirements for the content of the notice of arbitration. It covers essential elements such as the demand for arbitration, identification of parties, details of representation, information on the arbitration agreement, description of the dispute and

relief sought, submission of relevant documents, and disclosure of funding agreements. This detailed information ensures that all parties and the arbitral tribunal have the necessary details to proceed with the arbitration in an informed and efficient manner.

**4. The notice of arbitration may also include:**

- a. The proposal of a sole arbitrator to be appointed in accordance with article 9, paragraph 1 of the Rules; and**
- b. Notification of the appointment of an arbitrator referred to in article 10 or article 11 of the Rules.**

Article 3(4) of the CRCICA Rules 2024 provides additional flexibility to the notice of arbitration by allowing the inclusion of certain proposals and notifications related to the appointment of arbitrators. Let us analyse the key components of this provision:

1. **Proposal of a Sole Arbitrator:** Subparagraph (a) permits the inclusion of a proposal for a sole arbitrator to be appointed in accordance with Article 9, paragraph 1 of the Rules. This means that the claimant, in the notice of arbitration, may suggest the appointment of a specific individual as the sole arbitrator to preside over the dispute.
2. **Notification of Arbitrator’s Appointment:** Subparagraph (b) allows the inclusion of a notification of the appointment of an arbitrator as per the procedures outlined in Article 10 or Article 11 of the Rules. This refers to the appointment of arbitrators by the claimant or respondent or the procedure for the appointment of the presiding arbitrator in case of a three-member tribunal.
3. **Enhanced Party Autonomy:** By permitting the claimant to propose a sole arbitrator or notify the appointment of an arbitrator in the notice of arbitration, Article 3(4) enhances party autonomy. It allows the initiating party to take an active role in shaping the composition of the arbitral tribunal right from the commencement of proceedings.
4. **Streamlining Arbitrator Appointment Process:** The provision contributes to the efficiency of the arbitration process by allowing the claimant to propose a sole arbitrator or notify the appointment of an arbitrator in the same document as the notice of arbitration. This can streamline the subsequent steps in the arbitrator appointment process.
5. **Consistency with Other Articles:** The provision aligns with other articles in the Rules that govern the appointment of arbitrators (Article 9, Article 10, and Article 11). It establishes a connection between the notice of arbitration and the procedures for the appointment of arbitrators under the CRCICA Rules.

In summary, Article 3(4) allows the notice of arbitration to include proposals for the appointment of a sole arbitrator and notifications regarding the appointment of arbitrators. This provision promotes party autonomy and efficiency by allowing the initiating party to play an active role in the arbitrator appointment process from the early stages of the proceedings.

**5. In the event that the claimant fails to comply with any of the requirements under paragraph 3 of this article, the Centre shall fix a time limit within which the claimant must comply. If the claimant fails to comply, the arbitral proceedings shall not commence in accordance with paragraph 2 of this article.**

Article 3(5) of the CRCICA Rules 2024 addresses the consequences of non-compliance by the claimant with the requirements specified in Article 3(3) of the Rules. Let us analyse the key components of this provision:

1. **Requirements for the Claimant:** Article 3(3) outlines various requirements that the claimant must fulfil when submitting the notice of arbitration. These include providing essential details about the parties, representation, arbitration agreement, dispute, and relief sought, among others.
2. **Failure to Comply:** Article 3(5) comes into play if the claimant fails to comply with any of the requirements specified in Article 3(3).
3. **Remedial Measure by the Centre:** The Centre is empowered to address the non-compliance by fixing a time limit within which the claimant must rectify the deficiencies in the notice of arbitration. This indicates a remedial approach, allowing the claimant an opportunity to cure any deficiencies and submit a compliant notice.
4. **Consequence of Persistent Non-Compliance:** If the claimant fails to comply within the specified time limit, the provision states that the arbitral proceedings shall not commence in accordance with Article 3(2). This means that the failure to rectify the deficiencies may result in the delay or prevention of the formal commencement of arbitration proceedings.
5. **Ensuring Completeness and Clarity:** The provision is designed to ensure that the notice of arbitration is complete, accurate, and in compliance with the specified requirements. This contributes to the clarity and efficiency of the arbitration process by avoiding ambiguities or omissions in the initial submission.
6. **Balancing Procedural Fairness:** By allowing a time limit for compliance before barring the commencement of arbitral proceedings, the provision strikes a balance between procedural fairness and the need for parties to adhere to established requirements. It provides the claimant with an opportunity to address deficiencies and proceed with the arbitration in a structured manner.

In summary, Article 3(5) establishes a mechanism for addressing non-compliance by the claimant with the requirements for the notice of arbitration. It allows the Centre to set a time limit for rectifying deficiencies, and if the claimant fails to comply within that period, it specifies that the arbitral proceedings shall not commence. This approach ensures that the initiation of arbitration is based on comprehensive and compliant submissions from the claimant, promoting fairness and efficiency in the arbitration process.

**6. The notice of arbitration may be submitted to the Centre using the Centre’s form according to the conditions for filing a notice of arbitration online available at CRCICA’s website.**

Article 3(6) of the CRCICA Rules 2024 addresses the method of submitting the notice of arbitration, providing flexibility in the submission process. Let us analyse the key components of this provision:

1. **Submission Using Centre’s Form:** The provision allows the notice of arbitration to be submitted to the Centre using the Centre’s form. This suggests that the Centre provides a standard form for submitting notices of arbitration, which may include fields and sections covering the essential information required for the initiation of proceedings.

2. **Conditions for Online Filing:** The article further specifies that the notice of arbitration may be submitted online, and the conditions for filing online are available at CRCICA’s website. This indicates that the Centre has established a procedure for online submission, and parties are directed to the website for details regarding the online filing process.
3. **Facilitating Standardisation:** The use of a standard form and online submission process facilitates standardisation in the submission of notices of arbitration. This can contribute to consistency, clarity, and completeness in the information provided by different parties initiating arbitration proceedings.
4. **Promoting Efficiency and Accessibility:** Offering online submission options aligns with modern practices that prioritize efficiency and accessibility. Parties may benefit from the convenience of submitting notices electronically, potentially reducing administrative burdens and expediting the initiation of arbitration.
5. **Transparency through Website Information:** The reference to the conditions for filing online being available on CRCICA’s website ensures transparency. Parties have access to detailed information and instructions, fostering a clear understanding of the requirements and procedures for submitting notices of arbitration.
6. **Flexibility in Submission Methods:** By allowing submission using the Centre’s form and providing an online option, the provision accommodates different preferences and practical considerations of parties involved in arbitration. This flexibility recognizes the diverse needs and technological capabilities of participants in the arbitration process.

In summary, Article 3(6) encourages the use of the Centre’s form for submitting the notice of arbitration and allows for online submission. This approach promotes standardisation, efficiency, and transparency in the initiation of arbitration proceedings under the CRCICA Rules, while offering flexibility to parties through an online submission option.

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

Article 3(7) of the CRCICA Rules 2024 addresses the issue of controversies raised by a party concerning the sufficiency of the notice of arbitration. Let us analyse the key components of this provision:

1. **Controversies Regarding Sufficiency of Notice:** The provision deals specifically with controversies that may arise when a party questions the sufficiency of the notice of arbitration submitted by the initiating party. Such controversies may relate to the completeness or adequacy of the information provided in the notice.
2. **Unhindered Constitution of the Arbitral Tribunal:** Article 3(7) explicitly states that controversies regarding the sufficiency of the notice of arbitration shall not hinder the constitution of the arbitral tribunal. This means that the arbitration process can proceed with the formation of the tribunal even if there are disputes or controversies about the sufficiency of the notice.
3. **Resolution by the Arbitral Tribunal:** The provision further specifies that any controversy related to the sufficiency of the notice of arbitration will be finally resolved by the arbitral

tribunal. This confers the authority and responsibility on the tribunal to make a conclusive determination on the adequacy of the notice.

4. **Efficient Progression of Arbitration:** By allowing the constitution of the arbitral tribunal to proceed despite controversies on the notice of arbitration, the provision contributes to the efficient progression of the arbitration process. It prevents procedural delays that could arise from disputes about the sufficiency of the notice.
5. **Role of the Arbitral Tribunal in Ensuring Fairness:** The provision recognizes the arbitral tribunal as the competent body to address and resolve controversies related to the sufficiency of the notice. This underscores the tribunal's role in ensuring fairness and procedural integrity throughout the arbitration.
6. **Balancing the Interests of the Parties:** Article 3(7) appears to strike a balance between the interests of the party raising concerns about the sufficiency of the notice and the need for the arbitration process to move forward. It acknowledges the importance of allowing the tribunal to make a final determination on such controversies.

In summary, Article 3(7) emphasizes the importance of unhindered constitution of the arbitral tribunal, even in the presence of controversies regarding the sufficiency of the notice of arbitration. The provision ensures that the arbitral tribunal has the authority to make a final resolution on any disputes related to the adequacy of the notice, promoting efficiency in the arbitration process.

#### ARTICLE 4 RESPONSE TO THE NOTICE OF ARBITRATION

1. **Within 30 days of the receipt of the notice of arbitration, the respondent shall file with the Centre for communication to the other party(s) a response to the notice of arbitration once the Centre has sufficient copies of the response to the notice of arbitration in accordance with article 2, paragraph 6 of the Rules and has collected the registration fee of the counterclaim (if any) required by article 43 of the Rules. The response to the notice of arbitration shall include:**
  - a. **The name(s) in full, addresses and other contact details of the respondent;**
  - b. **The name(s) in full, description, address(es), contact details and proof of authority of any person(s) representing the respondent in the arbitration (if any);**
  - c. **A response to the information set forth in the notice of arbitration, pursuant to article 3, paragraph 3(d) to (h) of the Rules; and**
  - d. **A reference to the existence of any funding agreement and the identity of any third party funder pursuant to article 53 of the Rules.**

Article 4(1) of the CRCICA Rules 2024 establishes the procedure for the respondent to file a response to the notice of arbitration within a specific timeframe. Let us analyse the key components of this provision:

1. **Timeframe for Respondent’s Filing:** The article sets a specific timeframe for the respondent to file a response to the notice of arbitration. Within 30 days of receiving the notice of arbitration, the respondent is required to submit a response. This timeframe is designed to ensure a prompt and organized exchange of information between the parties.
2. **Submission to the Centre:** The response is to be filed with the Centre, and once the Centre has sufficient copies of the response in accordance with the filing requirements outlined in Article 2, paragraph 6, and has collected the registration fee of the counterclaim (if any) as required by Article 43, it will communicate the response to the other party or parties.
3. **Mandatory Contents of the Response:** The response to the notice of arbitration, as outlined in Article 4(1), is required to include several specific elements:
  - a. Subparagraph (a) mandates the inclusion of the name(s) in full, addresses, and other contact details of the respondent.
  - b. Subparagraph (b) requires details about the person(s) representing the respondent in the arbitration, including their names, descriptions, addresses, contact details, and proof of authority if applicable.
  - c. Subparagraph (c) specifies that the response should address the information set forth in the notice of arbitration, particularly focusing on the identification of the arbitration agreement, the relevant contract or legal instrument, and the nature of the dispute, relief sought, and quantification of claims.
  - d. Subparagraph (d) requires a reference to the existence of any funding agreement and the identity of any third-party funder in accordance with Article 53 of the Rules. This enhances transparency regarding financial arrangements supporting the respondent.
4. **Structured Exchange of Information:** The provisions in Article 4(1) contribute to a structured and organized exchange of information between the parties. By requiring specific details in the response, the Rules aim to ensure that both parties have a clear understanding of each other’s positions and are adequately prepared for the arbitration proceedings.
5. **Efficiency and Timeliness:** The established timeframe of 30 days for the respondent to file a response promotes efficiency and timeliness in the arbitration process. This helps in moving the proceedings forward while allowing parties a reasonable period to prepare and submit their responses.

In summary, Article 4(1) of the CRCICA Rules 2024 establishes a framework for the respondent to file a response to the notice of arbitration within 30 days, outlining specific requirements for the content of the response. This structured approach aims to facilitate an efficient and organized exchange of information between the parties at the early stages of the arbitration proceedings.

**2. The response to the notice of arbitration may also include:**

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

- b. A response to claimant’s proposal of a sole arbitrator or respondent’s proposal to that effect in the absence of a proposal by claimant, all in accordance with article 9, paragraph 1 of the Rules;**
- c. Notification of the appointment of an arbitrator referred to in article 10 or article 11 of the Rules; d. A brief statement describing the nature and circumstances of counterclaims including claims for the purpose of a set-off, if any. Such claims shall be submitted pursuant to article 3, paragraph 3 (d) to (h). Where counterclaims are made under more than one arbitration agreement, there shall be an indication of the arbitration agreement under which each counterclaim is made; and**
- d. A notice of arbitration in accordance with article 3 of the Rules in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant.**

Article 4(2) of the CRCICA Rules 2024 outlines additional elements that the response to the notice of arbitration may include. Let us analyse the key components of this provision:

1. **Jurisdictional Plea:** Subparagraph (a) allows the respondent to include any plea that the arbitral tribunal, to be constituted under these Rules, lacks jurisdiction. This provides the respondent with an opportunity to contest the tribunal’s jurisdiction at an early stage of the proceedings.
2. **Response to Proposals for a Sole Arbitrator:** Subparagraph (b) allows the response to include a response to the claimant’s proposal of a sole arbitrator or the respondent’s proposal in the absence of a proposal by the claimant. This aligns with the flexibility provided in Article 9, paragraph 1 of the Rules, which allows parties to propose a sole arbitrator.
3. **Notification of Arbitrator Appointments:** Subparagraph (c) permits the response to include notification of the appointment of an arbitrator, following the procedures outlined in Article 10 or Article 11 of the Rules. This contributes to transparency in the constitution of the arbitral tribunal.
4. **Counterclaims:** Subparagraph (d) addresses counterclaims, allowing the respondent to provide a brief statement describing the nature and circumstances of counterclaims, including claims for the purpose of a set-off, if any. Counterclaims are to be submitted in accordance with Article 3, paragraph 3 (d) to (h), and if made under more than one arbitration agreement, there should be an indication of the relevant agreement for each counterclaim.
5. **Notice of Arbitration in Case of Claims Against Another Party:** Subparagraph (e) covers a specific scenario where the respondent formulates a claim against a party to the arbitration agreement other than the claimant. In such cases, the respondent is required to submit a notice of arbitration in accordance with Article 3 of the Rules.
6. **Enhancing Procedural Flexibility:** Article 4(2) enhances procedural flexibility by allowing the respondent to raise jurisdictional pleas, respond to proposals for a sole arbitrator, notify arbitrator appointments, present counterclaims, and provide notices of arbitration in specific situations. This allows the respondent to actively participate in shaping the procedural aspects of the arbitration.



7. **Comprehensive and Transparent Communication:** The provision contributes to comprehensive and transparent communication between the parties. By allowing the inclusion of various elements in the response, it ensures that both parties are well-informed about each other's positions, proposed arbitrator appointments, and any counterclaims.

In summary, Article 4(2) of the CRCICA Rules provides flexibility to the respondent in shaping its response to the notice of arbitration, allowing for the inclusion of various elements related to jurisdiction, arbitrator proposals, appointments, counterclaims, and specific scenarios where claims are made against parties other than the claimant. This approach enhances the transparency and effectiveness of the arbitration process.

**3. In case the respondent fails to comply with any of the requirements under paragraph 1 of this article, the Centre may request the respondent to comply with such requirements.**

Article 4(3) of the CRCICA Rules 2024 addresses the situation where the respondent fails to comply with the requirements specified in Article 4(1) related to filing a response to the notice of arbitration. Let us analyse the key components of this provision:

1. **Non-Compliance by Respondent:** The provision comes into play when the respondent fails to comply with any of the requirements outlined in Article 4(1). These requirements include filing a response within 30 days of receiving the notice of arbitration and providing specific information as specified in subparagraphs (a) to (d) of Article 4(1).
2. **Centre's Authority to Request Compliance:** Article 4(3) grants the Centre the authority to take action in the event of respondent non-compliance. Specifically, the Centre may request the respondent to comply with the requirements specified in Article 4(1). This reflects the Centre's role in overseeing and facilitating the arbitration process.
3. **Remedial Approach:** The provision suggests a remedial approach, allowing the Centre to intervene and request compliance rather than immediately penalizing the respondent for non-compliance. This approach aims to provide an opportunity for the respondent to rectify any deficiencies in its response.
4. **Promoting Fairness and Procedural Integrity:** By allowing the Centre to request compliance, Article 4(3) contributes to maintaining fairness and procedural integrity in the arbitration process. It acknowledges that parties may face challenges or oversight in meeting the specified requirements and provides a mechanism for addressing such situations.
5. **Cooperation Between the Centre and Parties:** The provision reflects a cooperative relationship between the Centre and the parties involved in the arbitration. The Centre plays a facilitating role, intervening when necessary to ensure that the procedural steps are followed and the arbitration process moves forward effectively.
6. **Balancing Efficiency and Compliance:** While emphasizing the importance of compliance with procedural requirements, the provision also acknowledges the need for a balanced and efficient resolution. The Centre's ability to request compliance offers a measured response to non-compliance, allowing the arbitration proceedings to progress without unnecessary delays.

In summary, Article 4(3) of the CRCICA Rules 2024 empowers the Centre to intervene in case of respondent non-compliance with the requirements for filing a response to the notice of arbitration. The provision reflects a remedial approach, emphasizing the Centre's role in maintaining fairness and procedural integrity while balancing the need for efficiency in the arbitration process.

**4. The response to the notice of arbitration may be submitted to the Centre using the Centre's form according to the conditions for filing a response to the notice of arbitration online available at CRCICA's website.**

Article 4(4) of the CRCICA Rules 2024 addresses the method of submitting the response to the notice of arbitration, providing flexibility in the submission process. Let us analyse the key components of this provision:

1. **Submission Using Centre's Form:** The provision allows the response to the notice of arbitration to be submitted to the Centre using the Centre's form. This indicates that the Centre provides a standardized form for submitting responses, which may include fields and sections covering the essential information required for a comprehensive response.
2. **Conditions for Online Filing:** Similar to Article 3(6) related to the notice of arbitration, Article 4(4) specifies that the response may be submitted online, and the conditions for filing online are available at CRCICA's website. This suggests that the Centre has established a procedure for online submission, and parties are directed to the website for details regarding the online filing process.
3. **Facilitating Standardisation:** The use of a standard form and online submission process facilitates standardisation in the submission of responses to the notice of arbitration. This can contribute to consistency, clarity, and completeness in the information provided by different parties responding to arbitration notices.
4. **Promoting Efficiency and Accessibility:** Offering online submission options aligns with modern practices that prioritize efficiency and accessibility. Parties may benefit from the convenience of submitting responses electronically, potentially reducing administrative burdens and expediting the response process.
5. **Transparency through Website Information:** The reference to the conditions for filing online being available on CRCICA's website ensures transparency. Parties have access to detailed information and instructions, fostering a clear understanding of the requirements and procedures for submitting responses to notices of arbitration.
6. **Flexibility in Submission Methods:** By allowing submission using the Centre's form and providing an online option, the provision accommodates different preferences and practical considerations of parties involved in arbitration. This flexibility recognizes the diverse needs and technological capabilities of participants in the arbitration process.

In summary, Article 4(4) encourages the use of the Centre's form for submitting responses to the notice of arbitration and allows for online submission. This approach promotes standardisation, efficiency, and transparency in the response process, while offering flexibility to parties through an online submission option.

**5. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the respondent's failure to communicate a response to the notice of arbitration, or an**

**incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.**

Article 4(5) of the CRCICA Rules 2024 addresses the situation where controversies arise due to the respondent's failure to communicate a response to the notice of arbitration, or when the response is incomplete or submitted late. Let us analyse the key components of this provision:

1. **Potential Controversies:** The provision anticipates controversies that may arise in connection with the respondent's response to the notice of arbitration. These controversies could stem from the respondent's failure to provide a response, the submission of an incomplete response, or the submission of a response after the specified timeframe.
2. **Unhindered Constitution of the Arbitral Tribunal:** Article 4(5) explicitly states that controversies arising from the respondent's failure to communicate a response or the submission of an incomplete or late response shall not hinder the constitution of the arbitral tribunal. This emphasizes the importance of ensuring the progression of the arbitration process despite such controversies.
3. **Resolution by the Arbitral Tribunal:** The provision specifies that any controversy related to the respondent's response, whether it is a failure to respond, an incomplete response, or a late response, will be finally resolved by the arbitral tribunal. This confers the authority and responsibility on the tribunal to make a conclusive determination on the matter.
4. **Efficiency in Arbitration Process:** By allowing the constitution of the arbitral tribunal to proceed regardless of controversies related to the respondent's response, Article 4(5) contributes to the efficiency of the arbitration process. It prevents undue delays and ensures that the arbitration can move forward even if there are disputes regarding the respondent's procedural compliance.
5. **Role of the Arbitral Tribunal in Ensuring Fairness:** The provision recognizes the arbitral tribunal as the ultimate authority in resolving controversies related to the respondent's response. This underscores the tribunal's role in ensuring fairness and procedural integrity throughout the arbitration, particularly in situations where one party fails to adhere to procedural requirements.
6. **Balancing Procedural Fairness:** Article 4(5) appears to strike a balance between the need for procedural fairness and the efficiency of the arbitration process. It acknowledges the potential for controversies but emphasizes that these should not impede the constitution of the arbitral tribunal, leaving the resolution of such issues to the tribunal itself.

In summary, Article 4(5) emphasizes the importance of an unhindered constitution of the arbitral tribunal despite controversies related to the respondent's failure to communicate a response, an incomplete response, or a late response to the notice of arbitration. The provision ensures that the arbitral tribunal has the authority to make a final resolution on such matters, promoting efficiency and fairness in the arbitration process.

**ARTICLE 5  
REPRESENTATION AND ASSISTANCE**

1. **Each party may be represented or assisted by one or more persons chosen by it regardless of the jurisdiction in which they are based or practicing. The names and addresses of such persons must be communicated to the Centre. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the arbitral tribunal or the emergency arbitrator (10) on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal or the emergency arbitrator may determine.**

Article 5(1) of the CRCICA Rules 2024 pertains to the representation of parties in arbitration proceedings. Let us analyse the key components of this provision:

1. **Freedom of Representation:** The article upholds the principle of freedom of representation by stating that each party has the right to be represented or assisted by one or more persons of its choice. This allows parties flexibility in selecting their representatives, who may be legal counsel or other individuals providing assistance.
2. **Jurisdictional Independence of Representatives:** The provision explicitly mentions that representatives chosen by the parties can be from any jurisdiction, regardless of where they are based or practicing. This promotes inclusivity and allows parties to engage representatives who may best serve their interests, irrespective of geographical boundaries.
3. **Communication to the Centre:** Parties are required to communicate the names and addresses of their chosen representatives to the Centre. This ensures transparency and allows the arbitral tribunal, the emergency arbitrator, and other parties to be aware of the individuals representing each party.
4. **Specification of Representation or Assistance:** The communication to the Centre must specify whether the appointment is made for the purpose of representation or assistance. This distinction is significant as it clarifies the role and capacity in which the chosen persons will be participating in the arbitration process.
5. **Verification of Authority:** In cases where a person is appointed as a representative of a party, the arbitral tribunal or the emergency arbitrator has the authority to, on its own initiative or at the request of any party, require proof of authority granted to the representative. This verification ensures that representatives have the necessary authority to act on behalf of the parties they represent.
6. **Flexibility in Determining Proof of Authority:** The provision allows the arbitral tribunal or the emergency arbitrator to determine the form in which proof of authority should be provided. This flexibility enables the tribunal to adapt the requirements based on the circumstances of the case.
7. **Balancing Freedom and Procedural Control:** Article 5(1) strikes a balance between the freedom of parties to choose their representatives and the need for procedural control. While parties have the autonomy to select their representatives, the tribunal has the

authority to ensure that the representatives are duly authorized to act on behalf of the parties.

In summary, Article 5(1) emphasizes the freedom of parties to choose their representatives, encourages inclusivity by allowing representatives from any jurisdiction, and establishes mechanisms for transparency and verification of authority. This approach seeks to balance party autonomy with the tribunal's responsibility to maintain the integrity and fairness of the arbitration process.

**2. Any change at any time or addition by a party to its representatives shall be promptly communicated in writing to the other party(s), the arbitral tribunal and the Centre.**

Article 5(2) of the CRCICA Rules 2024 addresses the requirement for parties to promptly communicate any changes or additions to their representatives during the course of the arbitration. Let us analyse the key components of this provision:

1. **Mandatory Communication of Changes:** The provision mandates that any change or addition made by a party to its representatives must be promptly communicated in writing. This includes changes in representation, such as the replacement of an existing representative or the addition of a new one.
2. **Recipients of Communication:** The communication of changes is to be sent to multiple recipients, including:
  - a. **Other party(s):** Ensures that all parties involved in the arbitration are informed of changes to representation by any party.
  - b. **Arbitral tribunal:** Informs the tribunal of alterations in the parties' representation, allowing it to update its records and ensure proper communication.
  - c. **The Centre:** Notifies the administrative body overseeing the arbitration, promoting transparency and maintaining an accurate record of the representatives involved.
3. **Promptness of Communication:** The term "promptly" underscores the importance of timeliness in communicating changes. This requirement is designed to prevent delays or potential disruptions in the proceedings due to late or untimely notifications.
4. **Ensuring Transparency and Fairness:** The provision contributes to transparency and fairness in the arbitration process. Allowing parties and the arbitral tribunal to stay informed about changes in representation ensures that everyone is aware of who is representing each party at any given time, promoting open communication and procedural regularity.
5. **Maintaining an Accurate Record:** Timely communication of changes helps in maintaining an accurate record of the representatives involved throughout the arbitration. This is crucial for the proper functioning of the arbitral tribunal, administrative body, and other parties.
6. **Procedural Efficiency:** Ensuring that all relevant parties are promptly informed of changes to representation contributes to procedural efficiency. It allows the arbitration to proceed smoothly without interruptions caused by uncertainties or lack of information about the parties' representatives.

In summary, Article 5(2) of the CRCICA Rules establishes a procedural requirement for parties to promptly communicate any changes or additions to their representatives. This contributes to transparency, fairness, and procedural efficiency in the arbitration process by keeping all involved parties and the arbitral tribunal informed about changes in representation.

- 3. The arbitral tribunal may, once constituted and after it has afforded an opportunity to the parties to comment in writing within a suitable period of time, take any measure necessary to avoid a conflict of interest of an arbitrator arising from a change or addition in party representation, including the exclusion of new party representatives from participating in whole or in part in the arbitral proceedings.**

Article 5(3) of the CRCICA Rules 2024 addresses the potential conflict of interest that may arise for an arbitrator due to changes or additions in party representation. Let us analyse the key components of this provision:

1. **Arbitral Tribunal's Authority:** The provision grants the arbitral tribunal the authority to take any measure necessary to avoid a conflict of interest arising from a change or addition in party representation. This emphasizes the tribunal's role in maintaining the integrity and impartiality of the arbitration proceedings.
2. **Opportunity for Parties to Comment:** Before taking any measures, the arbitral tribunal is required to afford the parties an opportunity to comment in writing within a suitable period of time. This procedural step ensures fairness by allowing parties to express their views and provide input on the potential conflict of interest.
3. **Measures to Avoid Conflict of Interest:** The tribunal's authority includes the power to take measures deemed necessary to avoid a conflict of interest. These measures could include, but are not limited to, excluding new party representatives from participating in whole or in part in the arbitral proceedings.
4. **Balancing Fairness and Impartiality:** Article 5(3) reflects a balance between maintaining fairness in the arbitration process and addressing potential conflicts of interest. While parties have the freedom to choose their representatives, the tribunal is empowered to intervene when necessary to safeguard impartiality.
5. **Protecting the Integrity of Arbitration:** The provision is designed to protect the integrity of the arbitration proceedings by addressing conflicts of interest that may arise due to changes in party representation. This helps prevent situations where an arbitrator's independence or impartiality could be compromised.
6. **Ensuring Proper Procedure:** By providing an opportunity for parties to comment before the tribunal takes any measures, the provision ensures a proper procedural mechanism. This approach allows for a fair and transparent consideration of the potential conflict of interest and the appropriate response.
7. **Flexibility in Taking Measures:** The language "any measure necessary" provides the tribunal with flexibility in addressing conflicts of interest. This allows the tribunal to tailor its response based on the specific circumstances of each case.

In summary, Article 5(3) empowers the arbitral tribunal to address conflicts of interest that may arise from changes or additions in party representation. The provision emphasizes the importance of

maintaining impartiality and fairness in the arbitration process and establishes a procedure that allows parties to provide input before the tribunal takes any measures.

## ARTICLE 6

### DECISION NOT TO PROCEED WITH THE ARBITRAL PROCEEDINGS

1. **The arbitration shall proceed only if and to the extent that the Centre is satisfied, *prima facie*, that an arbitration agreement under the Rules may exist or the requirements set forth under article 51, paragraph 3 of the Rules have been satisfied.**

Article 6(1) of the CRCICA Rules 2024 addresses the conditions under which arbitration proceedings may proceed. Let us analyse the key components of this provision:

1. **Prerequisite for Commencement:** The provision sets forth a prerequisite for the commencement of arbitration proceedings. It states that the arbitration shall proceed only if and to the extent that the Centre is satisfied, *prima facie*, that either:
  - a. An arbitration agreement under the Rules may exist, or
  - b. The requirements set forth under article 51, paragraph 3 of the Rules have been satisfied.
2. **Prima Facie Standard:** The use of the term “*prima facie*” indicates that the Centre’s satisfaction is based on an initial or preliminary assessment. This standard implies that the Centre is required to be reasonably convinced at first glance that the conditions for arbitration under the Rules are met.
3. **Conditions for Existence of Arbitration Agreement:** The first condition for the commencement of arbitration is the potential existence of an arbitration agreement under the Rules. This emphasizes the importance of having a valid and applicable arbitration agreement as a foundational requirement for initiating arbitration proceedings.
4. **Alternative Condition: Article 51, Paragraph 3:** The second condition involves the satisfaction of the requirements set forth under article 51, paragraph 3 of the Rules. This reference points to a specific provision in the Rules that outlines additional criteria or conditions that need to be met for arbitration to proceed.
5. **Centre’s Role in Assessing Conditions:** The provision assigns the role of assessing these conditions to the Centre. The Centre serves as the administrative body overseeing the arbitration process, and its satisfaction is a prerequisite for the proceedings to move forward.
6. **Ensuring Compliance with Procedural Requirements:** Article 6(1) underscores the importance of ensuring compliance with procedural requirements before initiating arbitration. This helps prevent the commencement of proceedings in situations where the necessary conditions are not met, contributing to the efficiency and legitimacy of the arbitration process.

7. **Balancing Prerequisites and Access to Arbitration:** The provision reflects a balance between establishing prerequisites for arbitration and ensuring access to the dispute resolution mechanism. While certain conditions must be satisfied, the use of the *prima facie* standard suggests that the Centre’s role is to make a reasonable initial assessment rather than imposing overly restrictive barriers to arbitration.

In summary, Article 6(1) of the CRCICA Rules establishes conditions that must be met for arbitration proceedings to commence, emphasizing the importance of having a potentially valid arbitration agreement under the Rules or satisfying specified requirements outlined in Article 51, paragraph 3. The role of the Centre is crucial in making a *prima facie* determination before allowing the proceedings to move forward.

2. **The Centre may, upon the approval of the Advisory Committee, decide not to proceed with the arbitral proceedings, in whole or in part, if:**
  - a. **It *prima facie* lacks jurisdiction; or**
  - b. **In the case of multiple arbitration agreements, the arbitration agreements are manifestly incompatible or the Centre cannot proceed with a single arbitration.**

Article 6(2) of the CRCICA Rules 2024 outlines circumstances under which the Centre, with the approval of the Advisory Committee, may decide not to proceed with arbitral proceedings, either in whole or in part. Let us analyse the key components of this provision:

1. **Decision-Making Authority:** The provision grants decision-making authority to the Centre, subject to the approval of the Advisory Committee. The Advisory Committee plays a role in overseeing and approving certain decisions related to the arbitration proceedings.
2. **Prima Facie Lack of Jurisdiction:** The first condition under which the Centre may decide not to proceed is if it *prima facie* lacks jurisdiction. This underscores the importance of establishing the tribunal’s jurisdiction as a foundational requirement for the validity of the arbitration proceedings. A *prima facie* assessment suggests an initial determination rather than a conclusive finding.
3. **Manifest Incompatibility of Multiple Arbitration Agreements:** The second condition relates to situations involving multiple arbitration agreements. If the arbitration agreements are manifestly incompatible or if the Centre cannot proceed with a single arbitration, it provides grounds for the Centre to decide not to proceed with the arbitral proceedings.
4. **Advisory Committee’s Approval:** The involvement of the Advisory Committee ensures a level of oversight and additional scrutiny for decisions not to proceed with arbitration. This committee likely consists of experts and professionals who can contribute to the fair and consistent application of the rules.
5. **Preserving Efficiency and Integrity:** Article 6(2) serves to preserve the efficiency and integrity of the arbitration process. By allowing the Centre to decline or limit proceedings in specific circumstances, the provision prevents the initiation of arbitrations that may lack jurisdiction or involve incompatible arbitration agreements.



6. **Consideration of Multiple Agreements:** The provision specifically addresses situations involving multiple arbitration agreements. The assessment of compatibility and the Centre's ability to proceed with a single arbitration highlights the importance of clarity and coherence in the arbitration process when multiple agreements are in play.
7. **Balancing Access to Arbitration and Procedural Integrity:** While parties are granted access to arbitration, Article 6(2) ensures a balance by allowing the Centre to decline proceedings in situations where there are serious doubts about jurisdiction or compatibility of multiple arbitration agreements. This safeguards the legitimacy of the arbitral process.

In summary, Article 6(2) provides the Centre with the authority to decide not to proceed with arbitral proceedings, subject to the approval of the Advisory Committee. The conditions for such decisions include a prima facie lack of jurisdiction or manifest incompatibility of multiple arbitration agreements, emphasizing the importance of jurisdictional clarity and procedural coherence in the arbitration process.

**3. In all cases, if the Centre intends to proceed with the arbitral proceedings, it is not required to seek the approval of the Advisory Committee before taking such decision.**

Article 6(3) of the CRCICA Rules 2024 outlines a procedural aspect regarding the Centre's decision-making without the need for seeking approval from the Advisory Committee. Let us analyse the key components of this provision:

1. **Unilateral Decision-Making by the Centre:** The provision states that if the Centre intends to proceed with the arbitral proceedings, it is not required to seek the approval of the Advisory Committee before making such a decision. This implies that the Centre has the authority to unilaterally decide to proceed with the arbitration without seeking external approval in cases where it deems it appropriate to do so.
2. **Efficiency in Decision-Making:** Article 6(3) contributes to the efficiency of the arbitration process by allowing the Centre to make decisions regarding the continuation of proceedings without additional layers of approval. This approach streamlines the decision-making process and enables the Centre to take prompt action when necessary.
3. **Cases Where the Centre Intends to Proceed:** The provision specifically applies to cases where the Centre intends to proceed with the arbitral proceedings. This indicates that the unilateral decision-making aspect is relevant when the Centre determines that the conditions for arbitration are met, and there are no impediments to proceeding.
4. **Flexibility in Procedural Management:** By not mandating the Centre to seek approval in cases where it intends to proceed, the provision provides flexibility in procedural management. This flexibility is important for the Centre to adapt to specific circumstances and make timely decisions in the best interest of the arbitration process.
5. **Preservation of Administrative Autonomy:** Article 6(3) underscores the administrative autonomy of the Centre. It acknowledges that there are situations where decisions regarding the continuation of arbitration can be made by the Centre itself without the need for external approval, preserving the administrative role of the Centre in overseeing arbitration proceedings.

6. Balance with Article 6(2): Article 6(3) should be read in conjunction with Article 6(2), which outlines cases where the Centre, with the approval of the Advisory Committee, may decide not to proceed with arbitral proceedings. Together, these provisions establish a framework that allows for efficient decision-making while also incorporating checks and balances when necessary.

In summary, Article 6(3) grants the Centre the authority to make unilateral decisions to proceed with arbitral proceedings without seeking approval from the Advisory Committee. This approach promotes administrative efficiency and flexibility in managing arbitration cases, ensuring that the Centre can take prompt action when it intends to proceed with the proceedings.

**4. Any decision by the Centre that the arbitration shall proceed or not is without prejudice to the power of the arbitral tribunal to rule on its own jurisdiction.**

Article 6(4) of the CRCICA Rules 2024 addresses the relationship between the decisions made by the Centre regarding the arbitration proceedings and the arbitral tribunal’s power to rule on its own jurisdiction. Let us analyse the key components of this provision:

1. **Non-Prejudice Principle:** The provision begins by stating that any decision by the Centre, whether to proceed with the arbitration or not, is without prejudice to the power of the arbitral tribunal to rule on its own jurisdiction. This emphasizes that the Centre’s decision does not foreclose or affect the arbitral tribunal’s authority to independently assess and rule on issues related to its own jurisdiction.
2. **Separation of Powers:** Article 6(4) reflects the separation of powers between the administrative body (the Centre) and the arbitral tribunal. While the Centre has the authority to make certain decisions related to the commencement of proceedings, the arbitral tribunal retains its own jurisdictional authority to determine the scope of its powers.
3. **Arbitral Tribunal’s Jurisdictional Power:** The provision explicitly acknowledges the arbitral tribunal’s power to rule on its own jurisdiction. This power is crucial for the tribunal to determine its authority over the dispute, including issues related to the existence, validity, or scope of the arbitration agreement.
4. **Independent Assessment by the Tribunal:** The use of the term “without prejudice” underscores that the Centre’s decision does not preclude the arbitral tribunal from independently assessing and ruling on jurisdictional matters. The arbitral tribunal maintains its autonomy to make determinations that fall within its purview.
5. **Preserving Tribunal’s Autonomy:** Article 6(4) ensures that the arbitral tribunal has the autonomy to examine and decide matters related to its jurisdiction without being bound by the Centre’s prior decisions. This preserves the independence of the arbitral tribunal in determining the scope of its authority.
6. **Flexibility in Jurisdictional Determinations:** The provision contributes to the flexibility of the arbitration process by allowing the arbitral tribunal to make jurisdictional determinations based on the specific circumstances of the case. This flexibility is essential for ensuring a fair and impartial resolution of jurisdictional issues.

7. Protecting Parties' Rights: By recognizing the arbitral tribunal's jurisdictional power, Article 6(4) helps protect the parties' rights to have the tribunal assess and rule on issues related to its jurisdiction. This aligns with principles of due process and the parties' expectations in arbitration proceedings.

In summary, Article 6(4) clarifies that decisions made by the Centre regarding the arbitration proceedings do not impact the arbitral tribunal's authority to rule on its own jurisdiction. This provision reinforces the separation of powers between the administrative body and the arbitral tribunal, ensuring that the tribunal retains the autonomy to address jurisdictional matters independently.

## SECTION II CONSTITUTION OF THE ARBITRAL TRIBUNAL

### ARTICLE 7 NUMBER OF ARBITRATORS

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

Article 7(1) of the CRCICA Rules 2024 addresses the situation where the parties have not agreed on the number of arbitrators. Let us analyse the key components of this provision:

- 1. Default Provision for Number of Arbitrators:** The provision establishes a default rule for the number of arbitrators to be appointed when the parties have not previously agreed on this matter. According to Article 7(1), if the parties have not reached an agreement on the number of arbitrators, and within 30 days after the receipt by the respondent of the notice of arbitration, they have not agreed to have only one arbitrator, then three arbitrators shall be appointed.
- 2. Absence of Prior Agreement:** Article 7(1) comes into play when there is an absence of a prior agreement between the parties regarding the number of arbitrators. This could be a common situation, especially when arbitration clauses are silent on this particular aspect.
- 3. Thirty-Day Timeframe:** The provision sets a specific timeframe of 30 days after the receipt of the notice of arbitration for the parties to reach an agreement on the number of arbitrators. If no agreement is reached within this period, the default provision for three arbitrators applies.
- 4. Possibility of Agreement for a Sole Arbitrator:** The provision contemplates the possibility that the parties may agree within the specified timeframe to have only one arbitrator. If such an agreement is reached, the default provision for three arbitrators would not apply.
- 5. Promoting Efficiency:** Article 7(1) contributes to procedural efficiency by providing a default mechanism for the appointment of arbitrators. This avoids delays caused by disagreements between the parties on the number of arbitrators, ensuring that the arbitral tribunal can be constituted promptly.
- 6. Preserving Party Autonomy:** While the provision establishes a default rule, it also recognizes the importance of party autonomy. If the parties can agree on having only one arbitrator within the prescribed timeframe, they retain the flexibility to shape the arbitration process according to their preferences.
- 7. Balancing Between Single and Three Arbitrators:** By allowing the parties a window of 30 days to reach an agreement, Article 7(1) provides a balanced approach. It acknowledges the common preference for a sole arbitrator while providing for the appointment of three arbitrators if an agreement is not reached.

In summary, Article 7(1) serves as a default provision for the appointment of arbitrators in cases where the parties have not previously agreed on the number. It establishes a timeframe for agreement and,

if no agreement is reached, defaults to the appointment of three arbitrators, thus balancing efficiency and party autonomy.

2. **Notwithstanding paragraph 1 of this article and irrespective of any nomination or appointment already made, the Centre may, at the request of a party, decide that a sole arbitrator is to be appointed pursuant to article 9 of the Rules if it determines that, in view of the circumstances of the case, this is more appropriate.**

Article 7(2) of the CRCICA Rules 2024 provides a mechanism for deviating from the default provision of appointing three arbitrators when the parties have not agreed on the number. Let us analyse the key components of this provision:

1. **Exceptional Circumstances for a Sole Arbitrator:** Article 7(2) introduces an exception to the default provision of appointing three arbitrators. It states that, notwithstanding the default rule in Article 7(1), the Centre may, at the request of a party, decide to appoint a sole arbitrator if it determines that, in view of the circumstances of the case, this is more appropriate.
2. **Centre's Discretionary Authority:** The provision grants discretionary authority to the Centre to make a determination on whether a sole arbitrator is more appropriate based on the circumstances of the case. This discretion allows the Centre to consider the specific needs and characteristics of each arbitration proceeding.
3. **Request by a Party:** The Centre's authority to deviate from the default rule is triggered by the request of a party. This ensures that the parties have the opportunity to express their preferences, and it aligns with the principle of party autonomy in arbitration.
4. **Pertinent Factors in Decision-Making:** The decision to appoint a sole arbitrator under Article 7(2) is contingent upon the Centre's determination that it is more appropriate based on the circumstances of the case. This suggests that factors such as the complexity of the dispute, the amount in controversy, and the efficiency of a sole arbitrator may be considered.
5. **Flexibility in Tribunal Composition:** The provision enhances the flexibility of the arbitration process by allowing for a deviation from the default rule when deemed appropriate. This acknowledges that certain cases may be better suited for a sole arbitrator, potentially expediting proceedings and reducing costs.
6. **Preserving Efficiency and Cost-Effectiveness:** Article 7(2) contributes to the efficiency and cost-effectiveness of arbitration by recognizing that, in some cases, the appointment of a sole arbitrator may be a more suitable and efficient option. This aligns with modern trends in arbitration that often favour expeditious and streamlined proceedings.
7. **Safeguarding Party Rights:** The provision safeguards the rights of the parties by allowing them to request the appointment of a sole arbitrator. This ensures that the parties have a say in the composition of the arbitral tribunal, promoting fairness and procedural satisfaction.

In summary, Article 7(2) provides flexibility in the appointment of arbitrators by allowing the Centre, at the request of a party, to decide that a sole arbitrator is more appropriate in certain circumstances.

This discretionary authority acknowledges the varied needs of arbitration cases and aligns with the overarching goal of facilitating efficient and effective dispute resolution.

**ARTICLE 8  
APPOINTMENT OF THE ARBITRAL TRIBUNAL**

- 1. The parties may agree on a different procedure for the appointment of the arbitral tribunal than as provided under the Rules, including the designation of an appointing authority other than the Centre.**

Article 8(1) of the CRCICA Rules 2024 allows the parties to deviate from the default procedure for the appointment of the arbitral tribunal as outlined in the Rules. Let us analyse the key components of this provision:

- 1. Flexibility in Appointment Procedure:** Article 8(1) provides the parties with the flexibility to agree on a different procedure for the appointment of the arbitral tribunal than the one prescribed in the Rules. This recognizes the principle of party autonomy, allowing the parties to tailor the arbitration process to their specific needs and preferences.
- 2. Scope of Agreement:** The provision is not prescriptive about the specific elements of the alternative procedure that the parties may agree upon. It is broad in scope, encompassing various aspects of the appointment process, including the method and the entity responsible for appointing arbitrators.
- 3. Designation of Appointing Authority:** In addition to allowing the parties to agree on a different procedure, Article 8(1) explicitly permits the parties to designate an appointing authority other than the Centre. This means that parties can choose an alternative institution or individual to facilitate the appointment of arbitrators.
- 4. Party Autonomy Principle:** The provision upholds the fundamental principle of party autonomy in arbitration. Parties are free to shape the arbitration proceedings in a manner that best suits their needs, provided that such agreements are not contrary to the law or public policy.
- 5. Enhancing Efficiency:** Allowing parties to agree on a different appointment procedure can contribute to the efficiency of the arbitration process. Parties may opt for procedures that they believe would expedite the appointment of arbitrators and streamline the proceedings.
- 6. Balancing Flexibility and Procedural Fairness:** While Article 8(1) emphasizes flexibility, it is subject to the overarching principles of fairness and due process. Agreements between the parties should not undermine the fundamental principles of a fair and impartial arbitral process.
- 7. Potential for Institutional Appointing Authorities:** The provision opens the possibility for parties to designate institutions other than the CRCICA as the appointing authority. This recognizes that parties may have preferences for certain institutions based on familiarity, expertise, or other considerations.

In summary, Article 8(1) of the CRCICA Rules 2024 provides parties with the freedom to agree on a different procedure for the appointment of the arbitral tribunal and to designate an appointing authority other than the Centre. This provision reflects a commitment to party autonomy and the recognition that arbitration procedures should be adaptable to the specific needs and preferences of the parties involved.

**2. Where the parties have not agreed on a different procedure, or if the arbitral tribunal has not been appointed within the time period agreed by the parties or, where the parties have not agreed on a time period, the appointment shall be made pursuant to articles 9 to 11 of the Rules.**

Article 8(2) of the CRCICA Rules 2024 establishes a default procedure for the appointment of the arbitral tribunal in the absence of an agreement between the parties on a different procedure. Let us analyse the key components of this provision:

1. **Default Appointment Procedure:** Article 8(2) serves as a default rule in situations where the parties have not agreed on a different procedure for the appointment of the arbitral tribunal. In the absence of a specific agreement, the default procedure outlined in articles 9 to 11 of the Rules will apply.
2. **Timeframe for Appointment:** The provision also addresses the scenario where the parties have not agreed on a time period for the appointment of the arbitral tribunal. In such cases, the default timeframe, as per the CRCICA Rules, will be followed.
3. **Reference to Articles 9 to 11 of the Rules:** Article 8(2) specifies that if there is no agreement on a different procedure or a time period for appointment, the appointment shall be made pursuant to articles 9 to 11 of the CRCICA Rules. This refers to the specific articles that outline the process for the appointment of arbitrators.
4. **Preservation of Procedural Integrity:** By referencing the Rules for the default appointment procedure, Article 8(2) ensures that the arbitral tribunal's appointment adheres to the procedural integrity established by the CRCICA. This includes provisions related to the number of arbitrators, method of appointment, and the role of the Centre in facilitating the process.
5. **Balancing Party Autonomy and Default Rules:** The provision strikes a balance between party autonomy and the need for default rules. While parties are encouraged to shape the appointment procedure as they see fit, the Rules provide a fallback mechanism to ensure a smooth and structured process in the absence of an agreement.
6. **Clarity on the Rules' Applicability:** Article 8(2) provides clarity on the applicable procedure, avoiding ambiguity in situations where parties have not made specific arrangements for the appointment of the arbitral tribunal.
7. **Efficiency and Predictability:** By defaulting to the CRCICA Rules for the appointment procedure, Article 8(2) contributes to the efficiency and predictability of the arbitration process. Parties and practitioners can rely on established rules to guide the appointment process when necessary.

In summary, Article 8(2) establishes a default procedure for the appointment of the arbitral tribunal when the parties have not agreed on a different procedure or a time period. The provision ensures

clarity, efficiency, and adherence to the procedural framework outlined in the CRCICA Rules in the absence of a specific agreement between the parties.

## ARTICLE 9 APPOINTMENT OF A SOLE ARBITRATOR

- 1. If the parties have agreed, or the Centre has decided in accordance with article 7 of the Rules, that a sole arbitrator is to be appointed, and if within 30 days after receipt by all other parties of the proposal of a sole arbitrator, the parties have not reached agreement thereon, the sole arbitrator shall be appointed by the Centre.**

Article 9(1) of the CRCICA Rules 2024 deals with the appointment of a sole arbitrator when the parties have agreed or the Centre has decided that a sole arbitrator is to be appointed. Let us break down the key elements of this provision:

- 1. Requirement for Sole Arbitrator Agreement or Decision by the Centre:** Article 9(1) applies when the parties have either agreed among themselves or the Centre has decided (in accordance with Article 7 of the Rules) that a sole arbitrator is to be appointed. This could be a result of the parties' agreement or a determination by the Centre based on the circumstances of the case.
- 2. Thirty-Day Period for Agreement:** The provision sets a specific timeframe of 30 days after the receipt by all other parties of the proposal of a sole arbitrator. During this period, the parties are expected to reach an agreement on the appointment of the sole arbitrator. If no agreement is reached within this timeframe, the Centre steps in to make the appointment.
- 3. Default Authority of the Centre:** In the absence of an agreement among the parties within the specified timeframe, Article 9(1) designates the Centre as the default authority responsible for appointing the sole arbitrator. This ensures a structured and timely process for the appointment.
- 4. Efficiency and Timeliness:** The provision contributes to the efficiency of the arbitration process by setting a relatively short period for the parties to agree on the sole arbitrator. If the parties cannot reach an agreement within this timeframe, the Centre's involvement ensures a prompt appointment, avoiding unnecessary delays.
- 5. Preserving Party Autonomy:** While the Centre has the default authority to appoint the sole arbitrator, it is important to note that the appointment is contingent on the parties not reaching an agreement. The provision respects party autonomy by allowing the parties the initial opportunity to agree on the arbitrator.
- 6. Balance Between Party Autonomy and Procedural Order:** Article 9(1) strikes a balance between honouring the parties' autonomy to agree on the sole arbitrator and maintaining a procedural order by providing a default mechanism through the Centre in case of non-agreement.
- 7. Role of the Centre in Facilitating Appointment:** The Centre's role in appointing the sole arbitrator highlights its facilitative function in ensuring the smooth progress of the



arbitration process. This is in line with the Centre's broader role in administering arbitrations.

In summary, Article 9(1) of the CRCICA Rules 2024 establishes a clear and structured process for the appointment of a sole arbitrator when the parties have agreed or the Centre has decided on a sole arbitrator. It sets a timeframe for the parties to reach an agreement and designates the Centre as the default appointing authority if no agreement is reached within that period.

2. **The Centre shall appoint the sole arbitrator as promptly as possible. In making the appointment, the Centre shall use the following procedure, unless the parties agree that such procedure should not be used or unless the Centre determines in its discretion that the use of such procedure is not appropriate for the case:**
  - a. **The Centre shall communicate to each of the parties an identical list containing at least three names;**
  - b. **Within 15 days after the receipt of this list, each party shall return the list to the Centre after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;**
  - c. **After the expiration of the above period of time, the Centre shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties; and**
  - d. **If for any reason the appointment cannot be made according to this procedure, the Centre may exercise its discretion in appointing the sole arbitrator.**

Article 9(2) of the CRCICA Rules 2024 outlines the procedure for the Centre to appoint a sole arbitrator when the parties have agreed or the Centre has decided on the appointment. Let us analyse the key elements of this provision:

1. **Prompt Appointment by the Centre:** Article 9(2) emphasizes the need for the Centre to appoint the sole arbitrator as promptly as possible. This reflects the commitment to efficiency in the arbitration process.
2. **Default Procedure for Appointment:** The provision establishes a default procedure for the appointment of a sole arbitrator by the Centre. This default procedure is to be followed unless the parties agree on an alternative procedure or the Centre, in its discretion, determines that the default procedure is not appropriate for the case.
3. **List of Arbitrator Candidates:** The Centre initiates the appointment process by communicating to each party an identical list containing at least three names of potential arbitrators. This list is presented to the parties for their consideration and input.
4. **Party Objections and Preferences:** Within 15 days of receiving the list, each party is required to return the list to the Centre. During this period, each party has the opportunity to delete the name or names to which it objects and to number the remaining names on the list in order of preference. This allows parties to express their preferences and concerns about potential arbitrators.

5. Centre's Appointment from Approved Lists: After the expiration of the 15-day period, the Centre proceeds to appoint the sole arbitrator from among the names approved on the lists returned by the parties. The appointment is made in accordance with the order of preference indicated by the parties.
6. Centre's Discretion in Case of Procedure Failure: If, for any reason, the appointment cannot be made according to the prescribed procedure (e.g., if parties fail to return the lists or if there are challenges in the process), the Centre retains the discretion to appoint the sole arbitrator using its discretion. This ensures flexibility in cases where the prescribed procedure faces challenges.
7. Flexibility and Party Involvement: The procedure outlined in Article 9(2) provides a balance between a structured approach to appointment and flexibility. Parties have a role in expressing their preferences, and the default procedure accommodates variations in case-specific circumstances.
8. Exception to Default Procedure: It is important to note that the default procedure outlined in Article 9(2) may be deviated from if the parties agree on an alternative procedure or if the Centre determines, in its discretion, that the default procedure is not suitable for the case. This recognizes the importance of adapting the process to the specific needs of the arbitration.

In summary, Article 9(2) of the CRCICA Rules 2024 sets out a default procedure for the Centre to appoint a sole arbitrator, allowing for party involvement in expressing preferences. The provision ensures efficiency while providing flexibility to accommodate variations in specific cases.

3. **In making the appointment of the sole arbitrator, the Centre shall have regard to such considerations as are likely to secure the appointment of an available, independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties in case they are not of a common nationality. The Centre shall also take into account the qualifications and the ability of the arbitrator to conduct the arbitration in accordance with the Rules, and considerations of diversity.**

Article 9(3) of the CRCICA Rules 2024 outlines the considerations that the Centre should take into account when making the appointment of a sole arbitrator. Let us analyse the key elements of this provision:

1. Guiding Considerations: The provision specifies that, in making the appointment, the Centre shall have regard to certain considerations. These considerations are intended to guide the Centre in selecting an arbitrator who possesses specific qualities and characteristics.
2. Appointment of an Available, Independent, and Impartial Arbitrator: The Centre is directed to consider factors likely to secure the appointment of an arbitrator who is available, independent, and impartial. Availability ensures that the arbitrator is ready and able to commit to the arbitration process. Independence and impartiality are crucial to maintaining the integrity of the arbitration and ensuring a fair and unbiased resolution.
3. Nationality Consideration: The provision highlights the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties, especially if the

parties do not share a common nationality. This consideration contributes to diversity and may enhance perceptions of impartiality.

4. **Qualifications and Ability:** The Centre is instructed to take into account the qualifications and ability of the arbitrator to conduct the arbitration in accordance with the CRCICA Rules. This ensures that the appointed arbitrator is not only qualified but also capable of effectively managing the arbitration process.
5. **Considerations of Diversity:** Article 9(3) explicitly mentions considerations of diversity. This reflects a commitment to promoting diversity in the composition of arbitral tribunals, recognizing that diverse perspectives can contribute to a more robust and well-rounded decision-making process.
6. **Balancing Competing Considerations:** The provision requires the Centre to balance various considerations, such as availability, independence, impartiality, nationality, qualifications, and diversity. This balancing act aims to ensure a fair and effective arbitration process.
7. **Flexibility and Case-Specific Analysis:** The language used in Article 9(3) allows for flexibility, recognizing that each case may present unique circumstances. The Centre is expected to tailor its considerations to the specific characteristics and needs of the arbitration at hand.
8. **Transparent and Informed Decision-Making:** By outlining specific factors for consideration, the provision promotes transparency in the appointment process. Parties can reasonably expect that the Centre will make informed decisions based on relevant criteria.

In summary, Article 9(3) of the CRCICA Rules 2024 provides guidance to the Centre in making the appointment of a sole arbitrator. The considerations outlined in the provision aim to ensure the selection of an arbitrator who is available, independent, impartial, qualified, and capable of conducting the arbitration in accordance with the Rules, while also taking into account considerations of diversity and nationality.

## ARTICLE 10 APPOINTMENT OF THREE ARBITRATORS

1. **If three arbitrators are to be appointed, each party shall nominate one arbitrator. Following the appointment of the two arbitrators, in accordance with article 12, paragraph 2 of the Rules, they shall nominate the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal.**

Article 10(1) of the CRCICA Rules 2024 pertains to the procedure for appointing arbitrators when three arbitrators are to be appointed. Let us analyse the key components of this provision:

1. **Nomination of Arbitrators by Each Party:** Article 10(1) outlines that in cases where three arbitrators are to be appointed, each party involved in the arbitration shall nominate one arbitrator. This initial step ensures that each party has a role in selecting an arbitrator to represent its interests in the arbitral tribunal.

2. **Appointment of the Two Arbitrators:** Following the nominations by each party, Article 10(1) refers to Article 12, Paragraph 2 of the CRCICA Rules. According to Article 12(2), the two arbitrators nominated by the parties are appointed to the arbitral tribunal. This step completes the constitution of the tribunal with the inclusion of the party-appointed arbitrators.
3. **Nomination of the Presiding Arbitrator:** After the appointment of the two arbitrators, these arbitrators are tasked with nominating the third arbitrator, who will act as the presiding arbitrator of the arbitral tribunal. This ensures that the tribunal is fully constituted with three members, including a presiding arbitrator who will play a key role in managing the proceedings.
4. **Balancing Party-Appointed and Presiding Arbitrator:** The provision reflects a balance in the composition of the arbitral tribunal. Each party has the opportunity to nominate an arbitrator, ensuring representation of their respective interests. The presiding arbitrator, nominated by the two party-appointed arbitrators, contributes to the overall impartiality and effectiveness of the tribunal.
5. **Collaborative Decision-Making for Presiding Arbitrator:** By involving the two party-appointed arbitrators in the nomination of the presiding arbitrator, the provision encourages a collaborative approach to the decision-making process. This collaboration can contribute to a more harmonious functioning of the arbitral tribunal.
6. **Sequential Process:** The procedure outlined in Article 10(1) follows a sequential process, starting with the nomination of arbitrators by each party and culminating in the nomination of the presiding arbitrator. This sequential approach ensures clarity and order in the constitution of the arbitral tribunal.
7. **Flexibility for Parties to Agree Otherwise:** It is important to note that Article 10(1) provides the default procedure for appointing arbitrators when three arbitrators are required. However, parties are free to agree on a different procedure for the appointment of arbitrators, as allowed by Article 8(1) of the CRCICA Rules.

In summary, Article 10(1) of the CRCICA Rules 2024 outlines the process for appointing arbitrators when three arbitrators are involved, ensuring each party's nomination, the appointment of the two party-appointed arbitrators, and the subsequent nomination of the presiding arbitrator.

**2. If within 30 days after the receipt of a party's notification of the nomination of an arbitrator the other party has not notified the first party of the arbitrator it has nominated, the second arbitrator shall be appointed by the Centre.**

Article 10(2) of the CRCICA Rules 2024 addresses a situation where one party has nominated an arbitrator, but the other party fails to provide a notification regarding its nominated arbitrator within a specified timeframe. Let us break down the key elements of this provision:

1. **Timeframe for Notification:** Article 10(2) establishes a specific timeframe of 30 days after the receipt of a party's notification of the nomination of an arbitrator. During this period, the other party is expected to respond by notifying the first party of the arbitrator it has nominated.

2. **Consequence of Non-Notification:** If, within the stipulated 30-day period, the other party fails to provide the required notification regarding its nominated arbitrator, Article 10(2) specifies the consequence: the second arbitrator (presumably the one not nominated by the party making the initial nomination) shall be appointed by the Centre.
3. **Centre's Role in Appointment:** The provision designates the Centre as the entity responsible for appointing the second arbitrator in cases where the other party does not fulfil its obligation to notify the first party of its nominated arbitrator within the prescribed timeframe.
4. **Encouragement of Timely Response:** By establishing a timeframe and assigning a consequence for non-compliance, Article 10(2) encourages parties to respond promptly and fulfil their obligations in the appointment process. This helps in maintaining the efficiency of the arbitration proceedings.
5. **Balancing Party Autonomy and Procedural Order:** The provision strikes a balance between respecting party autonomy (allowing each party to nominate an arbitrator) and ensuring a procedural order by providing a mechanism for the appointment of the second arbitrator in case of non-compliance by one of the parties.
6. **Preserving the Constitution of the Tribunal:** The timely appointment of the second arbitrator is crucial for the constitution of the arbitral tribunal. Article 10(2) ensures that the arbitration process can proceed even if one party fails to nominate its arbitrator within the specified period.
7. **Flexibility for Parties to Agree Otherwise:** It is important to note that while Article 10(2) provides a default mechanism, parties are free to agree on a different procedure for the appointment of arbitrators, as allowed by Article 8(1) of the CRCICA Rules.

In summary, Article 10(2) of the CRCICA Rules 2024 introduces a procedural step to address a scenario where one party fails to provide the required notification regarding its nominated arbitrator within the prescribed timeframe. The Centre's role is to appoint the second arbitrator in such cases, ensuring the constitution of the arbitral tribunal is not hindered by delays.

**3. If within 30 days after the appointment of the second arbitrator the two arbitrators have not agreed on the nomination of the presiding arbitrator, the presiding arbitrator shall be appointed by the Centre in the same way as a sole arbitrator would be appointed in accordance with article 9 of the Rules.**

Article 10(3) of the CRCICA Rules 2024 addresses the situation where the two party-appointed arbitrators are unable to agree on the nomination of the presiding arbitrator within a specified timeframe. Let us examine the key elements of this provision:

1. **Timeframe for Agreement:** Article 10(3) establishes a specific timeframe of 30 days after the appointment of the second arbitrator. Within this period, the two arbitrators, who have been appointed by each party, are expected to reach an agreement on the nomination of the presiding arbitrator.
2. **Consequence of Non-Agreement:** If, within the stipulated 30-day period, the two arbitrators appointed by the parties are unable to agree on the nomination of the

presiding arbitrator, Article 10(3) specifies the consequence: the Centre shall appoint the presiding arbitrator.

3. **Centre's Role in Appointment:** Similar to the scenario described in Article 10(2), the Centre plays a crucial role in the appointment process. In this case, if the party-appointed arbitrators fail to agree, the Centre steps in to appoint the presiding arbitrator.
4. **Reference to Article 9 of the Rules:** Article 10(3) references Article 9 of the CRCICA Rules, which outlines the procedure for the appointment of a sole arbitrator. By referring to Article 9, the provision indicates that the process for appointing the presiding arbitrator in case of non-agreement mirrors the procedure for appointing a sole arbitrator.
5. **Preserving the Tribunal's Constitution:** The provision is designed to ensure the constitution of the arbitral tribunal is not hindered by disagreements between the party-appointed arbitrators. It provides a mechanism for resolving such disputes and moving the arbitration process forward.
6. **Efficiency in the Arbitration Process:** The timeframe and the provision for Centre appointment contribute to the efficiency of the arbitration process. If the party-appointed arbitrators cannot agree within the designated period, the Centre steps in to facilitate the appointment without unnecessary delays.
7. **Flexibility for Parties to Agree Otherwise:** It is important to note that while Article 10(3) provides a default mechanism, parties are free to agree on a different procedure for the appointment of arbitrators, as allowed by Article 8(1) of the CRCICA Rules.

In summary, Article 10(3) of the CRCICA Rules 2024 introduces a procedural step to address a scenario where the party-appointed arbitrators are unable to agree on the nomination of the presiding arbitrator within the specified timeframe. The Centre's role is crucial in ensuring the timely appointment of the presiding arbitrator to facilitate the progress of the arbitration proceedings.

4. **If the parties have not agreed upon the number of arbitrators and the Centre has decided that the dispute shall be referred to three arbitrators in accordance with article 7, paragraph 1 of the Rules, the claimant shall nominate an arbitrator within 30 days after the receipt of the Centre's decision, and the respondent shall nominate an arbitrator within 30 days after receiving notice of the claimant's nomination. If a party fails to nominate an arbitrator, the Centre shall appoint the arbitrator. The appointment of the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal shall be in accordance with paragraph 3 of this article.**

Article 10(4) of the CRCICA Rules 2024 addresses the situation where the parties have not agreed upon the number of arbitrators, and the Centre has decided that the dispute shall be referred to three arbitrators. Let us analyse the key elements of this provision:

1. **Centre's Decision on Three Arbitrators:** Article 10(4) begins by specifying that the Centre has decided, in accordance with Article 7, paragraph 1 of the Rules, that the dispute shall be referred to three arbitrators. This refers to the default provision in Article 7(1), which states that if the parties have not agreed on the number of arbitrators within a specified timeframe, three arbitrators shall be appointed.

2. **Claimant's and Respondent's Nomination Period:** The provision sets out a clear timeframe for the claimant and respondent to nominate their respective arbitrators. The claimant is required to nominate an arbitrator within 30 days after receiving the Centre's decision, and the respondent must nominate an arbitrator within 30 days after receiving notice of the claimant's nomination.
3. **Failure to Nominate an Arbitrator:** If a party fails to nominate an arbitrator within the designated timeframe, Article 10(4) stipulates that the Centre shall appoint the arbitrator. This ensures that the arbitration process can proceed even if one of the parties does not fulfil its obligation to nominate an arbitrator.
4. **Presiding Arbitrator Appointment:** The appointment of the third arbitrator, who will act as the presiding arbitrator of the arbitral tribunal, is subject to the procedure outlined in paragraph 3 of Article 10. This means that if the party-appointed arbitrators fail to agree on the presiding arbitrator, the Centre will step in to make the appointment.
5. **Efficiency and Procedural Order:** Article 10(4) aims to maintain efficiency and procedural order by providing a clear process for the nomination and appointment of arbitrators when the parties have not agreed on the number of arbitrators. The Centre's involvement in case of a party's failure to nominate ensures the constitution of the tribunal.
6. **Flexibility for Parties to Agree Otherwise:** As with other provisions, it is important to note that parties are free to agree on a different procedure for the appointment of arbitrators, as allowed by Article 8(1) of the CRCICA Rules.

In summary, Article 10(4) of the CRCICA Rules 2024 establishes a procedural framework for the appointment of arbitrators when the parties have not agreed on the number of arbitrators, and the Centre has decided on three arbitrators. The provision ensures timely nominations, addresses failure to nominate, and outlines the process for appointing the presiding arbitrator if needed.

## ARTICLE 11

### CONSTITUTION OF THE ARBITRAL TRIBUNAL IN MULTI-PARTY ARBITRATION

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

Article 11(1) of the CRCICA Rules 2024 addresses the situation where three arbitrators are to be appointed, and there are multiple parties either as claimants or respondents. Let us analyse the key elements of this provision:

1. **Application to Article 10, Paragraph 1:** Article 11(1) specifies that its purpose is related to Article 10, Paragraph 1 of the CRCICA Rules. This indicates that the content of Article 11(1) is meant to be relevant to the appointment of arbitrators as outlined in Article 10, particularly in cases where three arbitrators are to be appointed.
2. **Multiple Parties and Joint Nomination:** The provision addresses scenarios where there are multiple parties either as claimants or respondents. In such cases, Article 11(1) establishes

that, unless the parties have agreed to another method of appointment, the multiple parties jointly, whether as claimant or as respondent, shall nominate an arbitrator.

3. **Encouraging Joint Participation:** The language used in Article 11(1) encourages joint participation and collaboration among multiple parties in the nomination of an arbitrator. This is a practical approach to streamline the appointment process when there are multiple parties involved on one side of the dispute.
4. **Flexibility for Parties to Agree Otherwise:** Article 11(1) acknowledges the possibility of parties agreeing to another method of appointment of arbitrators. This highlights the flexibility provided to parties to customize the appointment process based on their preferences, as allowed by Article 8(1) of the CRCICA Rules.
5. **Efficiency in the Appointment Process:** By requiring joint nomination when there are multiple parties, Article 11(1) contributes to the efficiency of the appointment process. It avoids potential delays that could arise if each party were to nominate a separate arbitrator.
6. **Procedural Simplicity:** The provision introduces a measure of procedural simplicity, particularly in cases with multiple parties on one side of the dispute. A joint nomination can help in streamlining the process and ensuring a coordinated approach to the appointment of arbitrators.

In summary, Article 11(1) of the CRCICA Rules 2024 provides a specific mechanism for the appointment of arbitrators when there are multiple parties either as claimants or respondents in cases where three arbitrators are to be appointed. The provision encourages joint nomination unless the parties have agreed to an alternative method, allowing for flexibility in the appointment process.

**2. If the concerned multiple parties fail to nominate an arbitrator within the time limit set forth under article 10, paragraph 2 or 4 of the Rules, as the case may be, the Centre shall appoint such arbitrator pursuant to article 10, paragraph 2 or 4 of the Rules.**

Article 11(2) of the CRCICA Rules 2024 outlines the procedure to be followed if multiple parties, whether as claimants or respondents, fail to nominate an arbitrator within the specified time limit under Article 10, Paragraph 2 or 4. Let us break down the key elements of this provision:

1. **Reference to Article 10, Paragraph 2 or 4:** Article 11(2) refers to specific paragraphs of Article 10, namely Paragraph 2 or 4. This is significant because it ties the consequences outlined in Article 11(2) to the provisions of Article 10, which deals with the appointment of arbitrators.
2. **Failure to Nominate an Arbitrator:** The provision specifies that if the multiple parties, who are required to jointly nominate an arbitrator, fail to do so within the designated time limit set forth in Article 10, Paragraph 2 or 4, the Centre shall step in and appoint such arbitrator.
3. **Centre's Role in Appointment:** Similar to other provisions related to the appointment of arbitrators, Article 11(2) underscores the important role played by the Centre in case of a failure by the concerned multiple parties to fulfil their obligation to jointly nominate an arbitrator.



4. Consistency with Article 10: The reference to Article 10 ensures consistency in the rules governing the appointment of arbitrators. It aligns the consequences of non-nomination with the general framework provided in Article 10 of the CRCICA Rules.
5. Efficiency in the Arbitration Process: Article 11(2) contributes to the efficiency of the arbitration process by providing a mechanism for the prompt appointment of an arbitrator when multiple parties fail to nominate within the specified timeframe.
6. Preserving the Tribunal's Constitution: The provision ensures that the constitution of the arbitral tribunal is not hindered by delays or failures in the nomination process. The Centre's intervention helps maintain procedural order and keeps the arbitration process moving forward.
7. Flexibility for Parties to Agree Otherwise: As with other provisions, Article 11(2) acknowledges the possibility of parties agreeing to another method of appointment of arbitrators, providing flexibility in line with Article 8(1) of the CRCICA Rules.

In summary, Article 11(2) of the CRCICA Rules 2024 establishes a clear consequence for the failure of multiple parties to jointly nominate an arbitrator within the designated time limit. The Centre is empowered to step in and appoint the arbitrator to ensure the timely progression of the arbitration proceedings.

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

Article 11(3) of the CRCICA Rules 2024 addresses the situation where the parties have agreed that the arbitral tribunal is to be constituted of a number of arbitrators other than one or three. Let us analyse the key elements of this provision:

1. Customized Number of Arbitrators: Article 11(3) applies when the parties have expressly agreed that the arbitral tribunal will be composed of a number of arbitrators other than one or three. This reflects the parties' autonomy to determine the composition of the tribunal based on their preferences and the complexity of the dispute.
2. Method of Appointment Agreed Upon by the Parties: The provision specifies that in cases where the parties have agreed on a number of arbitrators different from one or three, the arbitrators shall be appointed according to the method agreed upon by the parties. This underscores the principle of party autonomy in determining the procedural aspects of the arbitration.
3. Flexibility and Adherence to Party Agreement: Article 11(3) highlights the flexibility provided to parties in shaping the arbitration process based on their mutual agreement. The chosen method for appointing arbitrators, as agreed upon by the parties, takes precedence in these situations.
4. Consistency with the Principle of Party Autonomy: The provision aligns with the broader principle of party autonomy in arbitration, emphasizing that the parties have the freedom to tailor the arbitration procedure to suit their needs, including the number and appointment of arbitrators.

5. **Efficiency and Streamlined Process:** By allowing the parties to follow the method they have agreed upon for the appointment of arbitrators, Article 11(3) contributes to the efficiency and streamlined conduct of the arbitration proceedings.
6. **No Prescribed Default Procedure:** In contrast to the detailed procedures outlined in other articles for cases where the parties have not agreed on the number of arbitrators (such as Article 7), Article 11(3) recognizes that the parties themselves have set out a specific procedure, and there is no need for default rules in such cases.

In summary, Article 11(3) of the CRCICA Rules 2024 recognizes and respects the parties' autonomy to determine the number of arbitrators in cases where it is other than one or three. The provision ensures that the agreed-upon method for the appointment of arbitrators prevails, emphasizing the principle of party autonomy in shaping the arbitration process.

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

Article 11(4) of the CRCICA Rules 2024 outlines the procedure to be followed in the event of a failure to constitute the arbitral tribunal when the parties have agreed on a number of arbitrators other than one or three. Let us analyse the key elements of this provision:

1. **Failure to Constitute the Arbitral Tribunal:** Article 11(4) is triggered in the event of a failure to constitute the arbitral tribunal according to the agreed-upon method for cases where the parties have chosen a number of arbitrators other than one or three.
2. **Centre's Intervention:** The provision empowers the Centre to step in and constitute the arbitral tribunal if the agreed-upon method fails or is not implemented. This underscores the role of the Centre in ensuring the arbitration process moves forward even in the face of procedural challenges.
3. **Revocation of Appointments:** Article 11(4) grants the Centre the authority to revoke any appointments already made. This indicates a mechanism for rectifying any deficiencies in the composition of the arbitral tribunal, potentially due to procedural irregularities or failures.
4. **Reappointment of Arbitrators:** In the event of a failure, the Centre is given the authority to appoint or reappoint each of the arbitrators. This provides a remedy for addressing any lapses in the original appointment process.
5. **Designation of Presiding Arbitrator:** The Centre is also authorized to designate one of the arbitrators as the presiding arbitrator. This is consistent with the general principles of arbitral tribunal composition, where the presiding arbitrator often plays a key role in procedural and substantive matters.
6. **Efficiency and Progression of Arbitration:** Article 11(4) serves the purpose of maintaining the efficiency and progression of the arbitration proceedings. It ensures that, in case of a failure to constitute the arbitral tribunal, necessary steps are taken promptly to address the situation and move forward with the resolution of the dispute.

7. Flexibility in Remedial Measures: The provision allows the Centre flexibility in adopting remedial measures, including the revocation and reappointment of arbitrators, to address any shortcomings in the constitution of the arbitral tribunal.

In summary, Article 11(4) of the CRCICA Rules 2024 provides a mechanism for the Centre to intervene and constitute the arbitral tribunal when the agreed-upon method fails or is not implemented, ensuring the progression of the arbitration process and addressing any procedural deficiencies.

## ARTICLE 12

### DISCLOSURE, COMPLETION OF APPOINTMENT OF ARBITRATORS AND TRANSMISSION OF FILE

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

Article 12(1) of the CRCICA Rules 2024 establishes obligations for arbitrators regarding the disclosure of any circumstances that may give rise to doubts about their impartiality or independence. Let us analyse the key elements of this provision:

1. **Timely and Comprehensive Disclosure:** The article emphasizes the importance of arbitrators promptly disclosing any circumstances that could raise justifiable doubts about their impartiality or independence. This obligation applies from the moment an arbitrator is approached in connection with a potential appointment and continues throughout the arbitral proceedings.
2. **Continuous Duty to Disclose:** The duty to disclose is not limited to a one-time event but extends throughout the entire duration of the arbitration process. This ensures that arbitrators remain vigilant and forthcoming about any developments that could impact their impartiality or independence as the case progresses.
3. **Written Disclosure Requirement:** The disclosure must be made in writing. This requirement ensures a clear record of the disclosed information, contributing to transparency and accountability in the arbitration process.
4. **Interpretation in Favor of Disclosure:** The provision states that any doubts regarding the duty to disclose a fact, circumstance, or relationship should be interpreted in favour of disclosure. This approach underscores the importance of transparency and erring on the side of openness when determining whether certain information should be disclosed.
5. **Protection of Impartiality and Independence:** The overarching goal of Article 12(1) is to safeguard the impartiality and independence of arbitrators. By requiring disclosure of circumstances that may raise doubts, the rule contributes to maintaining the integrity of the arbitration process.
6. **Objective Standard for Justifiable Doubts:** The standard for disclosure is based on circumstances likely to give rise to justifiable doubts. This objective standard is important

for maintaining public confidence in the arbitral process and ensuring that arbitrators are perceived as unbiased and independent.

7. **Preservation of Public Confidence:** The provision contributes to the preservation of public confidence in the arbitral tribunal by promoting transparency and ethical conduct. The requirement for arbitrators to disclose potential conflicts or biases enhances the perceived fairness of the arbitration proceedings.

In summary, Article 12(1) of the CRCICA Rules 2024 sets forth a robust framework for arbitrators to disclose any circumstances that may compromise their impartiality or independence. This disclosure obligation is continuous, extends to written communication, and emphasizes a proactive approach to maintaining the integrity of the arbitral process.

2. **The appointment of an arbitrator shall be completed only upon the acceptance of his or her mission. A prospective arbitrator shall submit, within one week after being notified of his or her nomination, a written declaration confirming his or her acceptance, availability, impartiality and independence. By accepting his or her mission, the arbitrator shall comply with the Rules. The Centre shall send a copy of the statement of acceptance, availability, impartiality and independence to the parties and the other arbitrators.**

Article 12(2) of the CRCICA Rules 2024 outlines the procedures and requirements related to the appointment of arbitrators, emphasizing the need for acceptance, availability, impartiality, and independence. Let us break down the key elements of this provision:

1. **Completion of Appointment upon Acceptance:** The article states that the appointment of an arbitrator is considered complete only upon the acceptance of the mission. This reflects the voluntary nature of an arbitrator's role and underscores the significance of their willingness to take on the responsibilities associated with the arbitration.
2. **Timeframe for Submission of Written Declaration:** A prospective arbitrator is required to submit a written declaration confirming acceptance, availability, impartiality, and independence within one week after being notified of their nomination. This timeframe sets a prompt and clear expectation for the prospective arbitrator to communicate their commitment to the role.
3. **Content of Written Declaration:** The written declaration submitted by the prospective arbitrator must confirm their acceptance of the mission, express their availability, and provide assurances of impartiality and independence. This declaration is a crucial document affirming the arbitrator's commitment to the ethical standards and principles outlined in the Rules.
4. **Compliance with the Rules:** By accepting the mission, the arbitrator commits to complying with the CRCICA Rules 2024. This includes adherence to the procedural and ethical standards set forth in the rules governing the arbitration proceedings.
5. **Transmission of Declaration to Parties and Other Arbitrators:** The Centre, upon receiving the statement of acceptance, availability, impartiality, and independence, is obligated to send a copy of this statement to the parties involved in the arbitration and the other arbitrators. This transparency contributes to openness in the arbitral process.

6. **Promotion of Transparency and Confidence:** The procedural requirement of promptly sharing the arbitrator’s acceptance and declarations with all relevant parties enhances transparency in the appointment process. It also fosters confidence in the fairness and integrity of the arbitration proceedings.
7. **Efficient Appointment Process:** The specified timeframe for submitting the written declaration ensures an efficient appointment process, allowing the parties to move forward with the constitution of the arbitral tribunal in a timely manner.

In summary, Article 12(2) of the CRCICA Rules 2024 establishes procedures for the completion of arbitrator appointments, emphasizing the importance of a timely and transparent process, along with the arbitrator’s commitment to the ethical standards outlined in the Rules.

**3. In all cases, the Centre may, upon the approval of the Advisory Committee, not proceed with the appointment of any arbitrator due to past failure(s) to comply with his or her duties under the Rules.**

Article 12(3) of the CRCICA Rules 2024 grants the Centre the authority, subject to the approval of the Advisory Committee, to refrain from proceeding with the appointment of any arbitrator based on past failure(s) to comply with their duties under the Rules. Let us analyse the key elements of this provision:

1. **Discretionary Authority of the Centre:** The article provides the Centre with discretionary authority to decide not to proceed with the appointment of an arbitrator. This authority is contingent upon past failures of the arbitrator to fulfil their duties as outlined in the Rules.
2. **Approval of the Advisory Committee:** The Centre’s decision not to proceed with the appointment is subject to the approval of the Advisory Committee. This implies an additional layer of review and oversight, suggesting that such decisions are made with careful consideration and possibly involve consultation with a governing body.
3. **Consideration of Past Non-Compliance:** The basis for the Centre’s decision is the past failure(s) of the arbitrator to comply with their duties under the Rules. This underscores the importance of arbitrators adhering to the ethical and procedural obligations outlined in the Rules.
4. **Preservation of the Integrity of the Arbitration Process:** Article 12(3) reflects a commitment to maintaining the integrity of the arbitration process. It acknowledges that past non-compliance by an arbitrator could have implications for their suitability to serve on future arbitration panels.
5. **Possibility of Sanctions:** The decision not to proceed with an appointment implies a form of sanction or consequence for arbitrators who have a history of non-compliance with their duties under the Rules. This aligns with the broader goal of promoting accountability and adherence to ethical standards in arbitration.
6. **Advisory Committee’s Role:** The involvement of the Advisory Committee suggests a collaborative and consultative approach to decisions related to arbitrator appointments. This involvement may bring additional expertise and perspectives to the evaluation process.

7. **Enhancement of Arbitrator Accountability:** By having the authority to withhold an appointment based on past non-compliance, Article 12(3) contributes to the accountability of arbitrators, emphasizing the importance of their ongoing commitment to the obligations set forth in the Rules.

In summary, Article 12(3) of the CRCICA Rules 2024 grants the Centre discretionary authority, with the approval of the Advisory Committee, to refrain from proceeding with the appointment of an arbitrator based on past failures to comply with their duties under the Rules. This provision aims to uphold the standards of the arbitration process and ensures that arbitrators fulfil their responsibilities in accordance with ethical and procedural requirements.

**4. The Centre shall transmit the file to any arbitrator once appointed in accordance with paragraph 2 of this article.**

Article 12(4) of the CRCICA Rules 2024 addresses the procedural step following the appointment of an arbitrator, specifying that the Centre shall transmit the file to the appointed arbitrator. Let us analyse the key elements of this provision:

1. **Transmission of the File:** The primary obligation outlined in Article 12(4) is the transmission of the case file to any arbitrator who has been appointed in accordance with the procedures set forth in paragraph 2 of the article. This emphasizes the importance of providing the appointed arbitrator with all relevant information and documentation related to the arbitration proceedings.
2. **Post-Appointment Procedure:** The provision focuses on the post-appointment stage, ensuring that the arbitrator, once appointed, is promptly provided with the necessary materials to fulfil their role in the arbitration process.
3. **Efficiency in Case Handling:** Transmitting the case file to the arbitrator promptly is indicative of an efficient and streamlined process. This is crucial for the arbitrator to familiarize themselves with the details of the case and to commence their responsibilities without unnecessary delays.
4. **Continuation of Transparency:** The transmission of the case file to the appointed arbitrator contributes to the overall transparency of the arbitration process. It ensures that the arbitrator has access to all relevant information, promoting fairness and informed decision-making.
5. **Cooperation with the Centre:** The article highlights the cooperative relationship between the appointed arbitrator and the Centre. The Centre, as a key administrative body, plays a role in facilitating the smooth functioning of the arbitration proceedings by transmitting essential documents to the arbitrator.
6. **Fulfilment of Arbitrator's Role:** Providing the arbitrator with the case file is a fundamental step in enabling them to fulfil their duties, including understanding the parties' positions, reviewing evidence, and making informed decisions throughout the arbitration process.
7. **Integration with Appointment Procedures:** The reference to appointment procedures in paragraph 2 underscores that this transmission of the case file is tied to the specific process of arbitrator appointment outlined in the preceding paragraphs of Article 12.

In summary, Article 12(4) of the CRCICA Rules 2024 underscores the importance of the efficient and transparent transmission of the case file to an arbitrator once they have been appointed, ensuring that they have the necessary information to proceed with their responsibilities in the arbitration proceedings.

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

Article 12(5) of the CRCICA Rules 2024 establishes guidelines regarding communication by an arbitrator and emphasizes the importance of avoiding *ex parte* communications with any party involved in the arbitration. Let us analyse the key elements of this provision:

1. **Avoidance of Ex Parte Communications:** The article begins by directing the arbitrator to avoid engaging in *ex parte* communications with any party related to the arbitration. *Ex parte* communications refer to communications with one party without the presence or knowledge of the other parties involved in the dispute.
2. **Transparency and Disclosure:** In the event that an arbitrator receives any *ex parte* communication, the provision mandates that the arbitrator must inform the other parties and arbitrators about the substance of such communication. This emphasizes transparency and disclosure to ensure that all parties are aware of any off-the-record communications.
3. **Preservation of Fairness:** The prohibition of *ex parte* communications is rooted in the principle of preserving fairness in the arbitration process. It prevents situations where one party may have undisclosed access to the arbitrator, potentially compromising the perceived or actual impartiality of the arbitration proceedings.
4. **Communication Protocol:** By outlining a clear communication protocol, the provision contributes to maintaining the integrity of the arbitral process. It underscores the importance of open and transparent communication channels that involve all parties and arbitrators.
5. **Arbitrator's Duty to Inform:** The duty imposed on the arbitrator to inform other parties and arbitrators about the substance of any *ex parte* communication highlights the proactive role that arbitrators are expected to play in ensuring a fair and balanced arbitration process.
6. **Preventing Unfair Influence:** *Ex parte* communications have the potential to create an imbalance of information or influence in favour of one party. The provision seeks to prevent any unfair advantage that might arise from undisclosed communications between an arbitrator and a single party.
7. **Adherence to Ethical Standards:** Article 12(5) aligns with broader ethical standards in arbitration, emphasizing the need for arbitrators to maintain independence, impartiality, and transparency throughout the proceedings.

In summary, Article 12(5) of the CRCICA Rules 2024 underscores the importance of avoiding *ex parte* communications by arbitrators and establishes a mechanism for disclosure in the event such communications occur, promoting transparency and fairness in the arbitration process.

**6. The arbitrator shall avoid any act or behaviour likely to hinder the deliberations or to delay the resolution of the dispute.**

Article 12(6) of the CRCICA Rules 2024 outlines a duty for arbitrators to avoid any act or behaviour that could impede the deliberations or cause delays in the resolution of the dispute. Let us analyse the key elements of this provision:

1. **Duty to Avoid Hindrance or Delay:** The primary obligation set forth in Article 12(6) is for the arbitrator to refrain from engaging in any act or behaviour that has the potential to hinder the deliberations of the arbitral tribunal or cause unnecessary delays in resolving the dispute.
2. **Promotion of Efficient Proceedings:** The provision underscores the importance of conducting arbitration proceedings efficiently. Timely resolution of disputes is a fundamental goal of arbitration, and arbitrators are expected to contribute to achieving this objective by avoiding actions that might impede the process.
3. **Maintaining the Integrity of Deliberations:** The reference to hindering deliberations implies a commitment to maintaining the integrity of the decision-making process within the arbitral tribunal. It emphasizes the need for a focused and unimpeded exchange of ideas and opinions among arbitrators.
4. **Minimizing Procedural Delays:** Delays in dispute resolution can be detrimental to the parties involved. By prohibiting acts or behaviours that could contribute to delays, the provision seeks to minimize procedural impediments and ensure a more expeditious arbitration process.
5. **Preserving Arbitration's Advantages:** Arbitration is often chosen for its speed and flexibility compared to traditional litigation. Article 12(6) aligns with the desire to preserve these advantages by discouraging actions that might undermine the efficiency of the arbitration proceedings.
6. **Arbitrator's Role in Case Management:** The provision indirectly emphasizes the arbitrator's role in case management. Arbitrators are not merely passive decision-makers but are actively involved in steering the proceedings and ensuring their smooth progression.
7. **Compliance with Ethical Standards:** The duty to avoid hindrance or delay is consistent with broader ethical standards in arbitration. Arbitrators are expected to conduct themselves in a manner that upholds the principles of fairness, efficiency, and procedural integrity.

In summary, Article 12(6) of the CRCICA Rules 2024 places a duty on arbitrators to refrain from any act or behaviour that could hinder deliberations or cause delays in the resolution of the dispute. This provision reinforces the importance of conducting arbitration proceedings efficiently and in a manner that aligns with the advantages often associated with arbitration as a dispute resolution mechanism.



**ARTICLE 13  
REMOVAL OF AN ARBITRATOR**

**In the event that an arbitrator fails to act or in the event of de jure or de facto impossibility of performing his or her functions in accordance with the Rules, or in the event that he or she deliberately violates the Rules or delays the arbitral proceedings, or if the arbitrator does not fulfill the legal or contractual requirements, the said arbitrator may be removed, at the request of a party, and after giving him or her, the remaining arbitrators and the other party(s) the opportunity to express their views in this respect, by a decision from an impartial and independent tripartite ad hoc committee to be composed by the Centre from among the members of the Advisory Committee (the “Tripartite ad hoc Committee”).**

Article 13 of the CRCICA Rules 2024 addresses the procedures and grounds for the removal of an arbitrator in specific situations. Let us break down the key elements of this provision:

1. **Grounds for Removal:** The article outlines several grounds that may warrant the removal of an arbitrator. These include the arbitrator’s failure to act, de jure or de facto impossibility of performing functions in accordance with the Rules, deliberate violation of the Rules, unjustified delay in arbitral proceedings, or non-fulfilment of legal or contractual requirements.
2. **Request for Removal:** The initiation of the removal process is contingent upon a request from one of the parties involved in the arbitration. If a party believes that circumstances exist that justify the removal of an arbitrator, they may submit a request for the arbitrator’s removal.
3. **Opportunity for Expression of Views:** The article emphasizes fairness by requiring that, before a decision is made, the arbitrator facing potential removal, the remaining arbitrators, and the other party(s) are given the opportunity to express their views on the matter. This ensures that all relevant perspectives are considered.
4. **Tripartite Ad Hoc Committee:** The decision to remove an arbitrator is entrusted to a tripartite ad hoc committee. This committee is composed by the Centre from among the members of the Advisory Committee. The use of a tripartite structure enhances impartiality and independence in the decision-making process.
5. **Impartial and Independent Decision:** The ad hoc committee is required to be impartial and independent, reinforcing the importance of an unbiased evaluation of the circumstances leading to the potential removal of the arbitrator.
6. **Composition of the Ad Hoc Committee:** The ad hoc committee is composed from members of the Advisory Committee. The Advisory Committee likely consists of individuals with expertise and experience in international arbitration, contributing to the quality and reliability of the decision-making process.
7. **Procedural Safeguards:** The procedural steps outlined in Article 13 ensure procedural fairness and due process. The arbitrator facing potential removal, along with the other relevant parties, is provided an opportunity to present their views before any decision is made.

8. Flexibility in Reasons for Removal: The article does not provide an exhaustive list of reasons for removal, using language such as “may be removed” and listing examples. This allows for flexibility in considering various circumstances that may warrant an arbitrator’s removal.

In summary, Article 13 of the CRCICA Rules 2024 establishes a process for the removal of an arbitrator in specified situations, emphasizing fairness, impartiality, and independence in the decision-making process. The provision ensures that such a significant decision is made through careful consideration of the circumstances and with the input of relevant parties.

## ARTICLE 14 CHALLENGE OF AN ARBITRATOR

1. **Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence.**

Article 14(1) of the CRCICA Rules 2024 addresses the circumstances under which an arbitrator may be challenged based on concerns about impartiality or independence. Here is an analysis of the key elements:

1. Grounds for Challenge: The article specifies that any arbitrator can be challenged if circumstances exist that give rise to justifiable doubts regarding the arbitrator’s impartiality or independence. This places a significant emphasis on the importance of maintaining an unbiased and independent arbitration process.
2. Subjective Standard: The standard for challenging an arbitrator is subjective, relying on the existence of circumstances that would create justifiable doubts. This allows for a certain degree of flexibility, recognizing that perceptions of impartiality and independence may vary.
3. Objective Observations: The use of the term “circumstances” suggests that the challenge can be based on objective observations or factors that, when considered collectively, give rise to doubts about an arbitrator’s ability to act impartially or independently.
4. Presumption in Favor of Challenge: The provision implies that any doubts about an arbitrator’s impartiality or independence should be resolved in favour of allowing the challenge. This presumption aligns with the overarching goal of ensuring a fair and unbiased arbitration process.
5. Protecting the Integrity of Arbitration: By allowing challenges based on doubts about an arbitrator’s impartiality or independence, the rule contributes to protecting the integrity of the arbitration process. It reflects a commitment to maintaining high ethical standards and fostering confidence in the arbitration system.
6. Promoting Fairness: The right to challenge an arbitrator based on impartiality or independence concerns promotes fairness in the eyes of the parties involved. It provides a mechanism for addressing potential conflicts of interest or other issues that could compromise the neutrality of the arbitrator.

7. **Procedural Safeguard:** The provision serves as a procedural safeguard to address concerns that may arise during the arbitration proceedings. It allows parties to raise challenges when necessary, contributing to the transparency and legitimacy of the arbitration process.
8. **Consistency with International Standards:** The requirement for arbitrators to be impartial and independent is consistent with widely accepted international standards for arbitration. This provision reflects principles found in various arbitration rules and conventions.

In summary, Article 14(1) of the CRCICA Rules 2024 establishes a mechanism for challenging an arbitrator if circumstances give rise to justifiable doubts about the arbitrator's impartiality or independence. This provision underscores the importance of maintaining a fair and unbiased arbitration process.

**2. A party may challenge the arbitrator appointed by it or in whose appointment it has participated only for reasons of which it becomes aware after the appointment has been made.**

Article 14(2) of the CRCICA Rules 2024 introduces a limitation on when a party can challenge an arbitrator it has appointed or participated in appointing. Here is an analysis of the key elements:

1. **Limitation on Grounds for Challenge:** The article specifies that a party can challenge an arbitrator it appointed or participated in appointing only for reasons of which it becomes aware after the appointment has been made. This introduces a limitation on the grounds for challenge, restricting challenges to circumstances that arise post-appointment.
2. **Timing Restriction:** The limitation is temporal, emphasizing that the party must become aware of the grounds for challenge after the arbitrator's appointment. This implies that challenges based on pre-existing or known reasons are not permissible.
3. **Encouraging Due Diligence:** The provision encourages parties to exercise due diligence in vetting and considering potential arbitrators before their appointment. It suggests that challenges should be based on information or circumstances that were not reasonably discoverable at the time of the appointment.
4. **Preventing Strategic Challenges:** By imposing a limitation, the rule aims to prevent strategic or tactical challenges by parties who might seek to challenge an arbitrator based on information known to them before the appointment but not disclosed until later in the proceedings.
5. **Preserving Stability in the Arbitration Process:** The rule contributes to maintaining stability in the arbitration process. Once an arbitrator has been appointed, challenges from the appointing party are restricted to new and unforeseen circumstances, promoting the finality of the appointment.
6. **Balancing Party Autonomy:** While party autonomy is a fundamental principle in arbitration, this provision introduces a balance by limiting challenges to circumstances that arise post-appointment. It acknowledges the need for stability and efficiency in the arbitral process.

7. **Ensuring Fairness and Efficiency:** The rule aligns with the broader goals of ensuring fairness and efficiency in the arbitration process. It encourages parties to raise legitimate concerns promptly, minimizing disruptions and delays that could result from challenges based on known factors.
8. **Consistency with International Standards:** This limitation aligns with international arbitration standards, which generally recognize the importance of party-appointed arbitrators and seek to balance party autonomy with the efficiency and fairness of the arbitration proceedings.

In summary, Article 14(2) of the CRCICA Rules 2024 places a temporal restriction on the grounds for challenging an arbitrator appointed by a party, allowing challenges only for reasons that become known after the appointment. This provision aims to balance party autonomy with the need for stability, fairness, and efficiency in the arbitration process.

**3. A party that intends to challenge an arbitrator shall file with the Centre a written notice of its challenge within 15 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after the circumstances justifying the challenge became known to that party. The notice of challenge shall state the reasons for the challenge.**

Article 14(3) of the CRCICA Rules 2024 outlines the procedural requirements and timelines for a party intending to challenge an arbitrator. Here is an analysis of the key elements:

1. **Timely Filing Requirement:** The article establishes a requirement for a party intending to challenge an arbitrator to file a written notice of the challenge within a specific timeframe. The party must file the notice either within 15 days after being notified of the appointment of the challenged arbitrator or within 15 days after the party becomes aware of the circumstances justifying the challenge.
2. **Notice Contents:** The notice of challenge is required to state the reasons for the challenge. This ensures that the challenging party provides clear and specific grounds for the objection, promoting transparency and allowing the other party and the Centre to understand the basis for the challenge.
3. **Dual Trigger Points:** The rule provides flexibility by allowing a party to file a challenge within 15 days of either being notified of the challenged arbitrator's appointment or becoming aware of circumstances justifying the challenge. This dual trigger accommodates different scenarios that may prompt a challenge.
4. **Balancing Promptness and Flexibility:** The 15-day timeline reflects an emphasis on promptness in challenging an arbitrator. However, the inclusion of the alternative trigger point recognizes that parties may need time to investigate and gather information before filing a challenge, striking a balance between prompt action and the need for flexibility.
5. **Procedural Orderliness:** The requirement for timely filing contributes to the orderly conduct of the arbitration proceedings. It allows for the expeditious resolution of challenges, minimizing disruptions and ensuring the smooth progression of the case.
6. **Ensuring Due Process:** The provision ensures due process by giving the challenging party a reasonable timeframe to file a notice of challenge. This allows parties to make informed decisions based on a careful assessment of the circumstances justifying the challenge.

7. Centre as Recipient of Notice: The notice of challenge is to be filed with the Centre. This centralizes the administration of challenges, ensuring that the arbitral institution is informed of and involved in the process. The Centre can then facilitate the resolution of the challenge in accordance with the rules.
8. Encouraging Efficiency and Finality: By imposing a relatively short timeline for filing a challenge, the rule encourages efficiency and contributes to the finality of the arbitral proceedings. Challenges that are promptly addressed help maintain momentum in the arbitration process.

In summary, Article 14(3) of the CRCICA Rules 2024 outlines a procedure for parties to challenge an arbitrator, emphasizing the timely filing of a written notice of challenge with specific content requirements. This contributes to the efficient and orderly resolution of challenges while ensuring due process.

**4. The Centre shall communicate the notice of challenge to all other parties, to the challenged arbitrator and to the other arbitrators. The Centre shall request comments on the challenge from the parties, the challenged arbitrator and the other arbitrators.**

Article 14(4) of the CRCICA Rules 2024 addresses the procedural steps to be taken by the Centre in response to a party's notice of challenge to an arbitrator. Here is an analysis of the key elements:

1. Communication by the Centre: The article stipulates that the Centre is responsible for communicating the notice of challenge to all other parties involved in the arbitration, as well as to the challenged arbitrator and the other arbitrators. This ensures that all relevant parties are promptly informed of the challenge, promoting transparency in the process.
2. Request for Comments: The Centre, after communicating the notice of challenge, is mandated to request comments on the challenge from various stakeholders. These stakeholders include the parties to the arbitration, the challenged arbitrator, and the other arbitrators. This step is essential for gathering perspectives on the challenge from all involved parties.
3. Soliciting Input from Relevant Parties: By seeking comments from the parties and arbitrators, the Centre facilitates a comprehensive and informed assessment of the challenge. It allows parties to express their views on the grounds raised in the challenge, and it enables the challenged arbitrator and other arbitrators to respond to the allegations.
4. Ensuring Due Process: The involvement of all parties and arbitrators in providing comments ensures due process. It allows each stakeholder to present their side of the story and address any concerns raised in the challenge, contributing to a fair and equitable resolution.
5. Centralized Administration: Centralizing the administration of the challenge process with the Centre helps maintain procedural orderliness. The Centre serves as a neutral intermediary, coordinating communications and facilitating the exchange of information among the parties and arbitrators.
6. Efficient Resolution: By promptly communicating the challenge and soliciting comments, the Centre contributes to the efficient resolution of challenges. This helps prevent undue

delays in the arbitration proceedings, aligning with the overall goal of maintaining the efficiency and effectiveness of the arbitration process.

7. **Impartiality of the Centre:** Involving the Centre in the communication and comment-seeking process reinforces the impartiality of the proceedings. The Centre acts as an independent third party, ensuring that the challenge is considered objectively and fairly.
8. **Preserving the Arbitral Tribunal's Composition:** While the challenge is under consideration, the composition of the arbitral tribunal remains intact. This provision helps maintain the stability of the tribunal and the continuity of the arbitration process pending the resolution of the challenge.

In summary, Article 14(4) of the CRCICA Rules 2024 outlines the role of the Centre in communicating the notice of challenge and soliciting comments from the parties and arbitrators involved in response to the challenge. This procedural step is crucial for ensuring transparency, due process, and an efficient resolution of challenges to arbitrators.

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

Article 14(5) of the CRCICA Rules 2024 addresses the voluntary removal or withdrawal of an arbitrator after being challenged by a party. Here is an analysis of the key elements:

1. **Party Agreement for Removal:** The provision allows for a collaborative approach by stating that when an arbitrator is challenged, all parties involved in the arbitration may collectively agree to remove that arbitrator. This reflects a consensual decision-making process among the parties.
2. **Arbitrator's Voluntary Withdrawal:** The article also acknowledges that, following a challenge, the challenged arbitrator has the option to voluntarily withdraw from their position. This recognizes the arbitrator's autonomy and the possibility that they may choose to step down without a formal agreement among the parties.
3. **Non-Admission of Challenge Validity:** Importantly, the article clarifies that the removal of the arbitrator, whether by party agreement or the arbitrator's withdrawal, does not imply an acceptance of the validity of the grounds raised in the challenge. This safeguards the arbitrator's professional reputation by making it clear that the removal is not an acknowledgment of wrongdoing.
4. **Preservation of Neutrality:** Allowing an arbitrator to withdraw without admitting the validity of the challenge helps maintain the neutrality and impartiality of the arbitral tribunal. It avoids creating an impression that the arbitrator's withdrawal is an acknowledgment of any impropriety.
5. **Flexibility in Resolution:** Providing parties with the option to collectively agree on removal or allowing the arbitrator to withdraw recognizes the need for flexibility in resolving challenges. It acknowledges that parties and arbitrators may find alternative solutions to address concerns without resorting to a formal determination of the challenge.

6. **Efficient Resolution of Challenges:** The provision contributes to the efficient resolution of challenges by allowing parties to reach a consensus on the removal of the arbitrator or permitting the arbitrator to voluntarily withdraw. This can prevent prolonged disputes over challenges and contribute to the smooth progression of the arbitration proceedings.

In summary, Article 14(5) of the CRCICA Rules 2024 provides a mechanism for parties to agree on the removal of a challenged arbitrator or for the arbitrator to voluntarily withdraw without admitting the validity of the challenge. This approach emphasizes flexibility, collaboration, and the preservation of an arbitrator's professional standing in the absence of an admission of fault.

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

Article 14(6) of the CRCICA Rules 2024 outlines the procedures to be followed if a challenge to an arbitrator is not resolved through party agreement or the voluntary withdrawal of the challenged arbitrator. Here is an analysis of the key elements:

1. **Time Limit for Resolution:** The provision sets a specific time limit of 15 days from the date of communicating the notice of challenge within which the parties must reach an agreement on the removal of the challenged arbitrator or the arbitrator must voluntarily withdraw. This time constraint aims to expedite the resolution of challenges and maintain the efficiency of the arbitration process.
2. **Options for Resolution:** If, within the specified time frame, all parties do not agree to remove the challenged arbitrator or the arbitrator does not voluntarily withdraw, the party making the challenge is given the option to pursue the challenge further. This ensures that challenges are not indefinitely prolonged and provides a clear course of action for the challenging party.
3. **Decision by Tripartite ad hoc Committee:** In the event that the challenging party elects to pursue the challenge, the article specifies that the challenge shall be finally decided by a Tripartite ad hoc Committee. This committee is to be composed by the Centre from among the members of the Advisory Committee. The use of a tripartite committee ensures a balanced and impartial decision-making process.
4. **Finality of Committee Decision:** The provision indicates that the decision of the Tripartite ad hoc Committee is final. Once the committee renders a decision on the challenge, it concludes the matter definitively. This finality contributes to the overall efficiency and certainty of the arbitration proceedings.
5. **Tripartite Composition for Impartiality:** By requiring a Tripartite ad hoc Committee, the article emphasizes the importance of an impartial and independent decision-making body. The composition of the committee from members of the Advisory Committee helps ensure a fair and unbiased resolution of the challenge.
6. **Preservation of Arbitral Integrity:** The article's structured approach to resolving challenges within a specified time frame and through an independent committee contributes to the overall integrity of the arbitral process. It prevents challenges from unduly disrupting proceedings and allows for timely resolution while maintaining fairness.

In summary, Article 14(6) of the CRCICA Rules 2024 provides a mechanism for the challenging party to pursue a challenge if the parties do not agree on removal or if the challenged arbitrator does not voluntarily withdraw within the designated time frame. The resolution is then entrusted to a Tripartite ad hoc Committee, ensuring impartiality and finality in the decision-making process.

**7. The arbitral tribunal, including the challenged arbitrator, may continue the arbitration unless the challenge is accepted. The arbitral tribunal shall not issue an award until after the Tripartite ad hoc Committee has decided on the challenge.**

Article 14(7) of the CRCICA Rules 2024 addresses the continuation of the arbitration proceedings in the context of a challenge to an arbitrator. Here is an analysis of the key elements:

1. **Continuation of Arbitration:** The provision states that the arbitral tribunal, which includes the challenged arbitrator, is allowed to continue with the arbitration proceedings unless the challenge is accepted. This reflects the principle of procedural continuity, emphasizing the importance of avoiding unnecessary delays in the arbitration process.
2. **Effect of Challenge Acceptance:** The continuation of the arbitration is contingent upon the non-acceptance of the challenge. If the challenge is accepted, it implies that the arbitrator is to be removed from the tribunal, and the proceedings may be affected. The provision recognizes that the acceptance of a challenge can have implications for the composition and functioning of the arbitral tribunal.
3. **Restriction on Issuing Awards:** A notable restriction is imposed by the provision: the arbitral tribunal is prohibited from issuing an award until after the Tripartite ad hoc Committee has decided on the challenge. This underscores the significance of resolving challenges definitively before proceeding to the issuance of awards. It ensures that any decision reached by the arbitral tribunal is not rendered in a situation where the composition of the tribunal is under dispute.
4. **Preservation of Fairness and Integrity:** By preventing the issuance of an award until the challenge is resolved by the Tripartite ad hoc Committee, the article contributes to maintaining the fairness and integrity of the arbitral process. It ensures that decisions are made by a tribunal whose composition is free from unresolved challenges, thereby enhancing the legitimacy of any awards rendered.
5. **Sequential Decision-Making:** The provision establishes a clear sequence of events: the arbitral tribunal may continue with the proceedings unless the challenge is accepted, and no award can be issued until after the Tripartite ad hoc Committee has decided on the challenge. This sequential approach promotes a structured and orderly resolution of challenges.

In summary, Article 14(7) of the CRCICA Rules 2024 strikes a balance between the need for procedural continuity in arbitration and the requirement to address challenges to arbitrators. It allows the arbitral tribunal to continue proceedings unless a challenge is accepted, while placing a restriction on the issuance of awards until the challenge is resolved by the Tripartite ad hoc Committee.



**ARTICLE 15  
REPLACEMENT OF ARBITRATORS**

- 1. Subject to paragraph 2 of this article, in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed pursuant to the procedure provided for in articles 8 to 12 of the Rules that was applicable to the appointment of the arbitrator being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment. However, the Centre may determine shorter time limits if the circumstances so warrant.**

Article 15(1) of the CRCICA Rules 2024 addresses the procedure for the replacement of an arbitrator during the course of arbitral proceedings. Here is an analysis of the key elements:

- 1. Substitute Arbitrator Appointment Procedure:** The article establishes that if an arbitrator needs to be replaced during the ongoing arbitral proceedings, a substitute arbitrator shall be appointed. The procedure for this appointment is to be in accordance with the rules specified in articles 8 to 12 of the CRCICA Rules 2024.
- 2. Continuity with Original Appointment Procedure:** The provision emphasizes the continuity with the procedure that was applicable to the appointment of the arbitrator being replaced. This ensures consistency in the process and aligns with the principles that governed the original appointment.
- 3. Applicability Despite Party's Previous Failure:** A noteworthy aspect is that the procedure applies even if, during the original appointment process, a party failed to exercise its right to appoint or participate in the appointment of the arbitrator being replaced. This reflects a commitment to maintaining a fair and consistent process for the replacement, irrespective of any previous lapses in participation by a party.
- 4. Flexibility for Shorter Time Limits:** While the general rule is to follow the appointment procedure from articles 8 to 12, the article provides the Centre with the authority to determine shorter time limits for the appointment of a substitute arbitrator if circumstances warrant. This recognizes the need for flexibility in certain situations, allowing for expeditious replacement when required.

In summary, Article 15(1) of the CRCICA Rules 2024 ensures a structured and rule-based procedure for the replacement of an arbitrator during arbitral proceedings. It prioritizes consistency with the original appointment procedure, accommodates situations where a party may not have participated in the initial appointment, and allows for flexibility in time limits when necessary.

- 2. If, at the request of a party, the Centre determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, the Centre may, after giving an opportunity to the parties and the remaining arbitrators to express their views and upon the approval of the Advisory Committee, either appoint the substitute arbitrator or, after the closure of the hearings, authorise the other arbitrators to proceed with the arbitration and make any decision or award.**

Article 15(2) of the CRCICA Rules 2024 addresses the exceptional circumstances under which a party may be deprived of its right to appoint a substitute arbitrator during arbitral proceedings. Here is an analysis of the key elements:

1. **Exceptional Circumstances Justification:** The provision recognizes the existence of exceptional circumstances that may warrant depriving a party of its right to appoint a substitute arbitrator. These circumstances would need to be sufficiently compelling to justify such a departure from the usual practice.
2. **Centre's Discretion:** The article grants discretionary power to the Centre to make a determination regarding the justification for depriving a party of its right to appoint a substitute arbitrator. This emphasizes the importance of case-specific considerations and allows for flexibility in addressing unique situations.
3. **Opportunity for Expression of Views:** Before making a decision, the Centre is required to provide an opportunity for the parties and the remaining arbitrators to express their views on the matter. This ensures a fair and transparent process, allowing relevant stakeholders to contribute their perspectives.
4. **Advisory Committee Approval:** The approval of the Advisory Committee is stipulated as a prerequisite for the Centre to either appoint the substitute arbitrator or authorize the other arbitrators to proceed with the arbitration without a substitute. This adds an additional layer of review and oversight to the decision-making process.
5. **Timing Consideration:** The article acknowledges that, if deemed necessary, the Centre may make the decision either before the closure of hearings or, if hearings have concluded, authorize the remaining arbitrators to proceed. This recognizes that the timing of the decision may vary based on the circumstances of the case.

In summary, Article 15(2) of the CRCICA Rules 2024 provides a mechanism for the Centre to address exceptional circumstances where a party may be deprived of its right to appoint a substitute arbitrator. The provision emphasizes the Centre's discretionary authority, the importance of stakeholder input, and the need for Advisory Committee approval to ensure a fair and carefully considered decision.

## ARTICLE 16

### REPETITION OF HEARINGS IN THE EVENT OF THE REPLACEMENT OF AN ARBITRATOR

**Where an arbitrator has been replaced, the arbitral tribunal shall, after consultation with the parties, decide whether and to what extent the hearings are to be repeated. Unless otherwise agreed by the parties, at least one oral hearing shall be held in the presence of the substitute arbitrator.**

Article 16 of the CRCICA Rules 2024 addresses the procedures to be followed when an arbitrator has been replaced during arbitral proceedings. Here is an analysis of the key points:

1. **Arbitrator Replacement:** The article presupposes a situation where an arbitrator has been replaced for any reason, and it sets forth the subsequent steps to be taken by the arbitral tribunal.

2. **Consultation with Parties:** After the replacement of an arbitrator, the arbitral tribunal is required to consult with the parties. This underscores the importance of involving the parties in the decision-making process, ensuring transparency and fairness.
3. **Decision on Repeating Hearings:** The arbitral tribunal is empowered to decide whether and to what extent the hearings are to be repeated following the replacement of an arbitrator. This decision-making authority allows flexibility based on the circumstances of the case.
4. **Mandatory Oral Hearing:** Unless otherwise agreed by the parties, the article establishes a default rule that at least one oral hearing shall be held in the presence of the substitute arbitrator. This provision promotes a fair and inclusive process, ensuring that the new arbitrator has an opportunity to participate in oral proceedings.
5. **Party Agreement Exception:** The reference to parties agreeing otherwise recognizes the principle of party autonomy. If the parties unanimously agree on an alternative approach regarding hearings after an arbitrator's replacement, their agreement will prevail.

In summary, Article 16 of the CRCICA Rules 2024 addresses the practical implications of arbitrator replacement, emphasizing the need for consultation with parties and providing guidance on the repetition of hearings. The mandatory requirement for at least one oral hearing in the presence of the substitute arbitrator underscores the importance of maintaining fairness and due process in the arbitral proceedings.

SECTION III  
ARBITRAL PROCEEDINGSARTICLE 17  
CONDUCT OF ARBITRATION AND JOINDER

- 1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given an equal and reasonable opportunity of presenting its case. The arbitral tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.**

Article 17(1) of the CRCICA Rules 2024 outlines the broad authority of the arbitral tribunal in conducting the arbitration proceedings. Here is an analysis of the key points:

- 1. Discretionary Power of the Arbitral Tribunal:** the article emphasizes that the arbitral tribunal has the discretion to conduct the arbitration in a manner it deems appropriate. This grants flexibility to the tribunal to adapt the proceedings to the specific circumstances of each case.
  - 2. Principle of Equality:** The arbitral tribunal is required to treat the parties with equality. This fundamental principle ensures that each party is afforded a fair and impartial hearing, contributing to the overall integrity of the arbitration process.
  - 3. Equal and Reasonable Opportunity for Parties:** Parties must be given an equal and reasonable opportunity to present their case. This ensures that neither party is unfairly disadvantaged in terms of presenting evidence, arguments, or witnesses.
  - 4. Avoidance of Unnecessary Delay and Expense:** The arbitral tribunal is obligated to conduct proceedings in a manner that avoids unnecessary delay and expense. This promotes efficiency in the arbitration process, contributing to a timely resolution of the dispute and minimizing costs for the parties.
  - 5. Fair and Efficient Process:** The overarching objective is to provide a fair and efficient process for resolving the parties' dispute. This dual emphasis on fairness and efficiency reflects a commitment to delivering justice in a timely and cost-effective manner.
  - 6. Flexibility in Procedure:** The reference to "such manner as it considers appropriate" indicates that the arbitral tribunal has flexibility in determining procedural matters. This flexibility allows the tribunal to tailor its approach to the specifics of each case.
  - 7. In summary, Article 17(1) of the CRCICA Rules 2024 underscores the discretionary powers of the arbitral tribunal, while emphasizing the principles of equality, providing equal and reasonable opportunities to the parties, and ensuring a fair and efficient process. The article reflects the modern approach to arbitration, which aims to balance flexibility with the need for procedural fairness and efficiency.**
- 2. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal may convene a preliminary meeting and shall establish the provisional timetable of the arbitration. The arbitral tribunal may, at any time, after inviting**

**the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.**

Article 17(2) of the CRCICA Rules 2024 addresses the procedural aspects of the arbitration process. Here is an analysis of the key points:

1. **Preliminary Meeting:** The arbitral tribunal is empowered to convene a preliminary meeting as soon as practicable after its constitution. This meeting serves as an early opportunity for the tribunal to organize and plan the arbitration proceedings efficiently.
2. **Establishment of Provisional Timetable:** During the preliminary meeting, the arbitral tribunal is required to establish a provisional timetable for the arbitration. This timetable outlines the schedule and key milestones for the proceedings, providing a structured framework for the parties and the tribunal to follow.
3. **Inviting Parties to Express Views:** The arbitral tribunal must invite the parties to express their views during the preliminary meeting. This ensures that the parties have an opportunity to contribute to the planning of the arbitration and provide input on the proposed timetable.
4. **Flexibility in Time Periods:** The article grants the arbitral tribunal the authority to extend or abridge any period of time prescribed under the CRCICA Rules or agreed upon by the parties. This flexibility allows the tribunal to adapt to changing circumstances or unforeseen events, contributing to the efficiency of the arbitration process.
5. **Efficient Case Management:** The emphasis on convening a preliminary meeting and establishing a provisional timetable aligns with modern case management practices in arbitration. Efficient case management is crucial for timely and cost-effective dispute resolution.
6. **Balancing Procedural Control:** By involving the parties in the preliminary meeting and inviting their views on the timetable, the article reflects a balanced approach to procedural control. While the arbitral tribunal has the authority to manage the proceedings, the input of the parties is valued in shaping the arbitration process.

In summary, Article 17(2) of the CRCICA Rules 2024 underscores the importance of early case management through a preliminary meeting and the establishment of a provisional timetable. The provision reflects a commitment to efficiency, flexibility, and collaborative procedural decision-making in the arbitration process.

**3. The arbitral tribunal may, after inviting the parties to express their views and taking into account the circumstances of the case, utilize any technological means as it considers appropriate to conduct the proceedings.**

Article 17(3) of the CRCICA Rules 2024 addresses the use of technological means in the conduct of arbitration proceedings. Here is an analysis of the key points:

1. **Flexibility in Technology Use:** The provision grants the arbitral tribunal the discretion to utilize any technological means it considers appropriate for conducting the proceedings. This flexibility recognizes the evolving nature of technology and allows the tribunal to adopt suitable tools and methods based on the specific circumstances of the case.

2. **Inviting Parties' Views:** The arbitral tribunal is required to invite the parties to express their views on the use of technological means. This reflects a collaborative approach, ensuring that the parties have an opportunity to provide input and that the chosen technology aligns with their preferences and needs.
3. **Adaptation to Circumstances:** The tribunal is encouraged to take into account the circumstances of the case when deciding on the use of technology. This acknowledges that different cases may have varying requirements, and the choice of technology should be tailored to best suit the particularities of each dispute.
4. **Examples of Technological Means:** The term “technological means” is broad and encompasses a wide range of tools and methods. This may include video conferencing, electronic document management, virtual hearings, online platforms for communication, and other advancements that facilitate efficient and effective arbitration proceedings.
5. **Efficiency and Cost-Effectiveness:** The provision aligns with the broader trend in international arbitration towards leveraging technology to enhance efficiency and reduce costs. By allowing the use of technological means, the arbitral tribunal can streamline the proceedings, especially in cases where in-person attendance may be challenging or impractical.
6. **Global Nature of Arbitration:** Given the often international nature of arbitration, the use of technology can overcome geographical barriers, enabling parties, arbitrators, and other participants to engage in the process without the need for physical presence.

In summary, Article 17(3) reflects a forward-looking approach to the use of technology in arbitration. It encourages the arbitral tribunal to embrace technological advancements while ensuring that the preferences and circumstances of the parties are considered in the decision-making process. This aligns with the broader trend in the arbitration community towards embracing digital tools for more efficient and accessible dispute resolution.

**4. The parties shall act in good faith, and shall also make every effort to cooperate towards the efficient conduct of the proceedings and to avoid unnecessary delay and expense. The parties undertake to comply with any order made by the arbitral tribunal without delay.**

Article 17(4) of the CRCICA Rules 2024 focuses on the parties' responsibilities to act in good faith, cooperate for the efficient conduct of proceedings, and comply with orders issued by the arbitral tribunal. Here is an analysis of the key points:

1. **Good Faith Requirement:** The provision emphasizes the principle of good faith, requiring the parties to approach the arbitration process with honesty, fairness, and a genuine intention to resolve the dispute. Good faith is a fundamental principle in arbitration, promoting a cooperative and constructive atmosphere throughout the proceedings.
2. **Cooperation for Efficiency:** Parties are obligated to make every effort to cooperate for the efficient conduct of the proceedings. This cooperative approach is crucial for maintaining a smooth arbitration process, avoiding unnecessary delays, and ensuring that the tribunal can address the substantive issues in a timely manner.
3. **Avoidance of Unnecessary Delay and Expense:** The provision underscores the importance of avoiding unnecessary delay and expense in the arbitration process. This aligns with the

broader goal of making arbitration a cost-effective and efficient means of dispute resolution. Parties are encouraged to streamline procedures and contribute to a swift resolution.

4. **Compliance with Tribunal Orders:** Parties commit to complying with any order issued by the arbitral tribunal promptly. This reflects the authority of the tribunal to issue orders to regulate the proceedings, and parties are expected to adhere to these orders without undue delay. Non-compliance could lead to consequences as determined by the tribunal.
5. **Enforcement of the Arbitral Process:** By requiring parties to act in good faith, cooperate, and comply with tribunal orders, the provision contributes to the effective enforcement of the arbitral process. This ensures that the proceedings move forward efficiently and that the tribunal's decisions are respected.
6. **Maintaining Integrity and Fairness:** The overarching aim is to maintain the integrity and fairness of the arbitration process. Cooperation, good faith, and compliance with orders are essential elements that contribute to a just and orderly resolution of the dispute.

In summary, Article 17(4) sets the tone for the parties' conduct throughout the arbitration. It encourages a collaborative and efficient approach, emphasizing the principles of good faith, cooperation, and compliance with tribunal orders, all of which are vital for the success of the arbitration process.

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

Article 17(5) of the CRCICA Rules 2024 addresses the issue of joinder of third persons in arbitration proceedings. Here is an analysis of the key points:

1. **Joinder Procedure:** The provision grants parties the right to request the joinder of one or more third persons to the arbitration, provided that such third persons are parties to the arbitration agreement. This reflects a flexibility in the arbitral process, allowing for the inclusion of additional parties who have a direct interest in the dispute.
2. **Limitations on Joinder:** The arbitral tribunal has the discretion to permit or deny the joinder of third persons. However, joinder may be denied if the tribunal determines, after providing all parties and the potential new party with an opportunity to be heard, that allowing joinder would result in prejudice to any of the existing parties. This protection against prejudice ensures fairness in the proceedings.
3. **No Impact on Tribunal's Constitution:** Importantly, the provision states that if joinder is allowed, it will not affect the constitution of the arbitral tribunal. This means that the existing tribunal, as constituted at the outset, remains in place even after the joinder of additional parties. This helps maintain continuity in the arbitration process.

4. **Single or Multiple Awards:** The arbitral tribunal is given the authority to decide whether to issue a single award or multiple awards concerning all the parties involved in the arbitration, including those who are joined later. This provides flexibility in crafting the final disposition of the dispute, taking into account the complexity of the case and the various parties involved.
5. **Fairness and Due Process:** The provision ensures that parties and any potential new party seeking joinder have an opportunity to be heard before a decision is made. This commitment to due process and fairness underlines the integrity of the arbitration proceedings.
6. **Efficiency and Consolidation:** Allowing joinder can contribute to the efficiency of the arbitration process by consolidating related disputes involving multiple parties. This may streamline proceedings and result in a more cohesive resolution of interconnected issues.

In summary, Article 17(5) of the CRCICA Rules balances the flexibility to allow joinder with safeguards against prejudice to existing parties. It reflects a commitment to fairness, due process, and efficiency in handling complex arbitration cases involving multiple parties.

**6. The arbitral tribunal may, after consulting with the parties, appoint a secretary to the arbitral tribunal with no additional fees.**

Article 17(6) of the CRCICA Rules 2024 addresses the appointment of a secretary to the arbitral tribunal. Here is an analysis of the key points:

1. **Appointment of a Secretary:** The provision empowers the arbitral tribunal to appoint a secretary. A secretary in this context is typically an individual who assists the tribunal in its administrative and organisational functions. This can include tasks such as managing documents, scheduling hearings, and other logistical support.
2. **Consultation with the Parties:** Before making such an appointment, the arbitral tribunal is required to consult with the parties. This emphasis on consultation ensures transparency and allows the parties to express their views on the necessity and appropriateness of appointing a secretary.
3. **No Additional Fees:** Notably, the provision specifies that the secretary appointed by the tribunal is to serve without additional fees. This indicates that the costs associated with the secretary's role are presumably included within the general administrative costs covered by the arbitration fees paid by the parties.
4. **Efficiency and Administrative Support:** The appointment of a secretary is a common practice in arbitration to enhance the efficiency of proceedings. A secretary can play a crucial role in managing the procedural aspects of the case, allowing arbitrators to focus more on substantive issues.
5. **Cost Considerations:** By stating that there are no additional fees for the secretary's services, the provision addresses a potential concern regarding costs. It ensures that parties are not burdened with extra expenses solely related to the appointment of a secretary.



6. Flexibility in Implementation: The provision does not prescribe detailed rules regarding the role or qualifications of the secretary, providing flexibility for the arbitral tribunal to define the scope of the secretary’s responsibilities based on the needs of the arbitration.

In summary, Article 17(6) of the CRCICA Rules recognizes the potential benefits of having a secretary to support the arbitral tribunal in its administrative functions. The provision ensures a consultative process with the parties and addresses cost concerns by stipulating that the secretary serves without additional fees. This reflects a practical approach to managing arbitration proceedings efficiently.

## ARTICLE 18 PLACE OF ARBITRATION

1. **If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case. The award shall be deemed to have been made at the place of arbitration, irrespective of where it is signed.**

Article 18(1) of the CRCICA Rules 2024 addresses the determination of the place of arbitration in cases where the parties have not previously agreed on this matter. Here is an analysis of the key points:

1. No Prior Agreement on the Place of Arbitration: The provision applies when the parties involved in the arbitration have not reached a prior agreement on the location or place where the arbitration proceedings will take place. This is a common scenario, as parties may not always specify the place of arbitration in their arbitration agreements.
2. Arbitral Tribunal’s Role in Determining the Place: According to the provision, the responsibility for determining the place of arbitration falls upon the arbitral tribunal. The tribunal is expected to make this determination by taking into account the circumstances of the case. This approach provides flexibility and allows the tribunal to consider factors relevant to the specific arbitration, such as the convenience of the parties and witnesses, accessibility, and other practical considerations.
3. Deeming the Award to Have Been Made at the Place of Arbitration: The provision includes a crucial clarification that, regardless of where the award is physically signed, it is deemed to have been made at the place of arbitration. This is a significant legal concept in arbitration, as the legal seat or place of arbitration can have implications for matters such as the supervisory court, procedural rules, and the enforcement of the award.
4. Flexibility and Adaptability: The provision reflects the adaptable nature of arbitration. It acknowledges that the determination of the place of arbitration may vary from case to case and depends on the unique circumstances surrounding each arbitration.
5. Legal Certainty: By establishing a rule that the award is deemed to have been made at the place of arbitration, the provision contributes to legal certainty. This clarification can be important for issues related to the validity and recognition of the award under the laws of the place of arbitration.

In summary, Article 18(1) of the CRCICA Rules provides a mechanism for determining the place of arbitration when the parties have not agreed on this aspect. It entrusts this responsibility to the arbitral

tribunal, emphasizing flexibility and taking into account the specific circumstances of each case. The provision also reinforces the legal significance of the determined place of arbitration in relation to the award.

2. **The arbitral tribunal may conduct the deliberations at any location and in the manner it deems appropriate. Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.**

Article 18(2) of the CRCICA Rules 2024 provides guidance on the conduct of deliberations and meetings by the arbitral tribunal. Here is an analysis of the key points:

1. **Flexible Deliberations:** The provision grants significant flexibility to the arbitral tribunal regarding the conduct of deliberations. It states that the tribunal may conduct deliberations at any location it deems appropriate. This flexibility allows arbitrators to choose a venue that is convenient and efficient for their discussions.
2. **Arbitral Tribunal's Discretion:** The discretion given to the arbitral tribunal underscores the principle of party autonomy and the tribunal's authority to manage the arbitration process. The arbitrators have the freedom to determine the most suitable and effective way to carry out their deliberations.
3. **Meetings at Any Location:** The provision extends the flexibility beyond deliberations to other meetings, including hearings. Unless the parties have agreed otherwise, the arbitral tribunal has the authority to meet at any location it considers appropriate for various purposes. This could include meetings with the parties, witnesses, or experts.
4. **Party Agreement Exception:** The provision notes that this flexibility is subject to any agreement between the parties. If the parties have reached a specific agreement regarding the location of deliberations or meetings, that agreement would take precedence.
5. **Efficiency and Convenience:** Allowing the arbitral tribunal to choose locations based on what it deems appropriate contributes to the efficiency of the arbitration process. It enables the tribunal to make decisions that align with the circumstances of the case, potentially reducing costs and increasing convenience for all involved parties.
6. **Reflecting Modern Arbitration Practices:** The provision acknowledges the evolving nature of arbitration and the increasing use of technology. The use of various locations for deliberations and meetings may involve virtual or remote interactions, reflecting contemporary practices in international arbitration.

In summary, Article 18(2) of the CRCICA Rules empowers the arbitral tribunal with broad discretion to conduct deliberations and meetings in a manner it finds suitable, contributing to the flexibility, efficiency, and modernisation of the arbitration process.

**ARTICLE 19  
LANGUAGE**

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

Article 19(1) of the CRCICA Rules 2024 addresses the issue of determining the language or languages to be used in the arbitral proceedings when there is no prior agreement by the parties. Here is an analysis of the key points:

1. **Tribunal's Responsibility:** The provision places the responsibility for determining the language or languages of the proceedings squarely on the arbitral tribunal. The tribunal is required to make this determination promptly after its full constitution.
2. **Party Autonomy Consideration:** The reference to the absence of an agreement by the parties emphasizes the importance of party autonomy in arbitration. If the parties have not agreed on the language, the tribunal steps in to make this determination.
3. **Practical and Efficient Proceedings:** Determining the language is a crucial aspect of ensuring that the arbitral proceedings are conducted in a practical and efficient manner. A common language is necessary for effective communication between the tribunal, parties, and other participants.
4. **Consideration of Circumstances:** The term "promptly" suggests that the tribunal should make this determination without undue delay. This is important to ensure that the proceedings can move forward smoothly. The tribunal may consider factors such as the languages of the parties, the arbitration agreement, and any other relevant circumstances.
5. **Potential for Multilingual Proceedings:** The use of the plural "languages" acknowledges the possibility of multilingual proceedings. In complex international arbitrations involving parties from different linguistic backgrounds, the tribunal may decide to allow the use of multiple languages.
6. **Flexibility and Adaptability:** The provision provides flexibility for the tribunal to adapt to the circumstances of each case. This adaptability is essential in the context of international arbitration, where parties from diverse legal and cultural backgrounds may be involved.
7. **Ensuring Fairness and Equality:** The determination of the language by the tribunal must be done in a manner that ensures fairness and equality among the parties. The language chosen should not unduly disadvantage any party and should facilitate clear communication.

In summary, Article 19(1) of the CRCICA Rules reflects the principles of party autonomy and practicality in the determination of the language or languages to be used in the arbitral proceedings, with a focus on ensuring fair and efficient communication.

**2. The arbitral tribunal may order that any documents submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.**

Article 19(2) of the CRCICA Rules 2024 provides the arbitral tribunal with the authority to issue orders regarding the translation of documents submitted during the arbitral proceedings. Here is an analysis of the key points:

1. **Tribunal's Discretion:** The provision grants the arbitral tribunal discretion in determining whether any documents submitted in the course of the proceedings, which are in their original language, should be accompanied by a translation. This discretion allows the tribunal to assess the necessity of translations based on the circumstances of each case.
2. **Original Language Requirement:** The reference to documents being delivered in their original language acknowledges that parties may submit documents in a language other than the language of the arbitration. This is common in international arbitration where parties may use their native languages for documentation.
3. **Translation Accompaniment:** The tribunal is empowered to order that such documents be accompanied by a translation into the language or languages either agreed upon by the parties or determined by the arbitral tribunal. This reflects a practical approach to ensure effective communication and understanding among all parties involved.
4. **Party Agreement Consideration:** The provision recognizes the significance of party agreement in determining the language for translations. If the parties have agreed on specific languages, the tribunal may order translations in accordance with that agreement.
5. **Tribunal's Determination:** In the absence of an agreement between the parties on the languages for translations, the tribunal has the authority to determine the appropriate language or languages for the translations. This decision would likely be guided by considerations of fairness, efficiency, and the needs of the arbitration.
6. **Efficient Conduct of Proceedings:** The power of the tribunal to order translations is aligned with the broader objective of ensuring the efficient conduct of the arbitral proceedings. Clear and accessible communication, facilitated by translations when necessary, contributes to a fair and effective arbitration process.

In summary, Article 19(2) provides the arbitral tribunal with the discretion to order translations of documents submitted in their original language, taking into account party agreement and the tribunal's determination of the appropriate language or languages for the translations.

**3. Until the arbitral tribunal is fully constituted, the Centre shall determine the initial language to be used in the proceedings, after taking into account all relevant circumstances including the language of the arbitration agreement.**

Article 19(3) of the CRCICA Rules 2024 addresses the determination of the initial language to be used in the proceedings before the arbitral tribunal is fully constituted. Here is an analysis of the key points:

1. **Pre-constitution Language Determination:** The provision specifies that until the arbitral tribunal is fully constituted, the responsibility for determining the initial language to be used in the proceedings lies with the Centre. This is a practical measure to ensure that the arbitration process can commence smoothly even before the tribunal is in place.

2. **Consideration of Relevant Circumstances:** The Centre is instructed to take into account all relevant circumstances when making the determination. This broad language allows flexibility and considers factors that might influence the choice of language. The inclusion of “all relevant circumstances” suggests a comprehensive approach, which may include the language of the arbitration agreement, the parties involved, and the nature of the dispute.
3. **Incorporation of Arbitration Agreement Language:** The reference to “including the language of the arbitration agreement” highlights the importance of the language chosen by the parties when forming the arbitration agreement. This emphasizes a connection between the language of the agreement and the language to be used in the proceedings.
4. **Practical Considerations:** The provision recognizes the practical necessity of commencing proceedings before the full constitution of the arbitral tribunal. Delays in constituting the tribunal should not impede the initiation of the arbitration process, and the determination of the initial language by the Centre facilitates this.
5. **Flexibility in Language Choice:** The use of the term “initial language” suggests that the determination made by the Centre may be subject to change or refinement once the arbitral tribunal is fully constituted. This provides flexibility and acknowledges that the language needs of the proceedings may evolve.
6. **Efficiency and Adaptability:** By allowing the Centre to make this determination, the provision contributes to the efficiency and adaptability of the arbitration process. It ensures that the language used at the outset is practical and suitable for the circumstances, pending the establishment of the arbitral tribunal.

In summary, Article 19(3) grants the Centre the authority to determine the initial language for arbitral proceedings, considering all relevant circumstances, including the language of the arbitration agreement, until the arbitral tribunal is fully constituted.

## ARTICLE 20 STATEMENT OF CLAIM

1. **The claimant shall communicate its statement of claim in writing within a period of time to be determined by the arbitral tribunal. The claimant may elect to treat its notice of arbitration referred to in article 3 of the Rules as a statement of claim, provided that the notice of arbitration also complies with the requirements of paragraphs 2 and 3 of this article.**

Article 20(1) of the CRCICA Rules 2024 addresses the requirement for the claimant to submit a written statement of claim in arbitral proceedings. Here is an analysis of the key points:

1. **Submission of Statement of Claim:** The article stipulates that the claimant is obligated to communicate its statement of claim in writing. This is a fundamental step in the arbitral process where the party initiating the arbitration (the claimant) outlines the details of its claims, setting the groundwork for the proceedings.
2. **Timeframe Determined by the Arbitral Tribunal:** The specific period within which the claimant must submit the statement of claim is not fixed in the rule itself. Instead, it is left

to be determined by the arbitral tribunal. This allows flexibility to adapt the timeline based on the circumstances of the case, ensuring a fair and efficient process.

3. **Alternative Option for Claimant:** An interesting feature of this provision is the allowance for the claimant to treat its notice of arbitration (filed under Article 3 of the Rules) as a statement of claim. This option is contingent upon the notice of arbitration complying with the requirements specified in paragraphs 2 and 3 of Article 20.
4. **Incorporation of Notice of Arbitration as Statement of Claim:** The provision recognizes that the notice of arbitration, which serves as the initial communication initiating the arbitration, may already contain substantial details that could fulfil the function of a statement of claim. This avoids unnecessary duplication of efforts for the claimant.
5. **Requirements for the Statement of Claim:** While the rule refers to compliance with paragraphs 2 and 3 of Article 20, the specific details of these paragraphs are not provided in the presented text. Typically, such requirements would include the necessary details and particulars of the claim, such as the nature of the dispute, facts and legal arguments, identification of the parties and the arbitration agreement, and any supporting documents.
6. **Flexibility in Tailoring the Process:** Allowing the arbitral tribunal to determine the timeframe for submitting the statement of claim provides flexibility to tailor the procedural steps based on the complexity and unique aspects of each case. This is consistent with the overall aim of facilitating an effective and fair arbitration process.

In summary, Article 20(1) emphasizes the claimant's obligation to submit a written statement of claim, with the timeframe for submission being at the discretion of the arbitral tribunal. Additionally, the provision allows the claimant the option to consider its notice of arbitration as a statement of claim under certain conditions.

**2. The statement of claim shall include the following particulars:**

- a. **The names and contact details of the parties;**
- b. **A statement of the facts supporting the claim;**
- c. **The points at issue;**
- d. **The relief or remedy sought with the amount of all quantified claims; and**
- e. **The legal grounds or arguments supporting the claim.**

Article 20(2) of the CRCICA Rules 2024 outlines the specific particulars that must be included in the statement of claim submitted by the claimant in arbitral proceedings. Here is an analysis of the key elements:

1. **Identification of Parties:** The article requires the statement of claim to include the names and contact details of the parties involved in the arbitration. This is crucial for clarity and to ensure that all parties are properly identified.

2. **Statement of Facts:** The claimant is obligated to provide a clear and concise statement of the facts that support the claims being asserted. This is an essential element as it forms the basis for understanding the background and context of the dispute.
3. **Specification of Points at Issue:** The statement of claim must outline the specific points at issue. This helps in identifying and narrowing down the core matters that are in dispute between the parties. It contributes to the efficient and focused resolution of the dispute.
4. **Relief or Remedy Sought:** The claimant is required to specify the relief or remedy sought in the arbitration. This includes not only a description of the remedy but also the amount of all quantified claims. Clearly stating the relief sought enables the arbitral tribunal and the respondent to understand the scope and nature of the claims.
5. **Legal Grounds or Arguments:** The statement of claim must articulate the legal grounds or arguments supporting the claim. This involves presenting the applicable legal principles, contractual provisions, or any other legal basis on which the claimant relies. Providing this information is essential for the tribunal to assess the legal merits of the claims.

The particulars outlined in Article 20(2) collectively ensure that the statement of claim is comprehensive, informative, and sufficiently detailed to enable a thorough understanding of the claimant's case. This level of detail is crucial for facilitating an efficient and fair arbitral process, allowing the arbitral tribunal and the respondent to respond appropriately to the claims presented.

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

Article 20(3) of the CRCICA Rules 2024 addresses the submission of supporting documents and evidence by the claimant along with the statement of claim. Here is an analysis of this provision:

1. **Comprehensive Presentation:** The article emphasizes the importance of completeness in the presentation of the claimant's case. It encourages the claimant to submit, as far as possible, all documents and evidence supporting the claims. This promotes a comprehensive and well-documented presentation of the case.
2. **Transparency and Efficiency:** Requiring the claimant to provide accompanying documents or references to evidence contributes to transparency in the arbitral proceedings. It allows the arbitral tribunal and the respondent to have access to the relevant materials from the outset, promoting a more efficient and focused resolution process.
3. **Facilitation of Assessment:** By submitting supporting documents or referencing evidence, the claimant enables the arbitral tribunal to assess the merits of the case more effectively. This proactive approach assists the tribunal in understanding the factual and evidentiary basis of the claims, contributing to a more informed decision-making process.
4. **Reduction of Procedural Delays:** A complete set of documents and evidence at the initial stage reduces the need for subsequent document production requests or delays in obtaining essential information. This aligns with the overall objective of the CRCICA Rules to avoid unnecessary delays and streamline the arbitral process.
5. **Fair and Informed Adjudication:** Ensuring that the arbitral tribunal has access to the relevant evidence at an early stage contributes to a fair and informed adjudication of the

dispute. It allows both parties to present their cases comprehensively, contributing to the overall fairness of the arbitral proceedings.

In summary, Article 20(3) underscores the importance of providing a thorough and well-supported statement of claim by including all relevant documents and evidence. This approach aligns with the goal of promoting efficiency, transparency, and fairness in the arbitral process under the CRCICA Rules.

## ARTICLE 21 STATEMENT OF DEFENCE

1. **The respondent shall communicate its statement of defence in writing within a period of time to be determined by the arbitral tribunal. The respondent may elect to treat its response to the notice of arbitration referred to in article 4 of the Rules as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of paragraph 2 of this article.**

Article 21(1) of the CRCICA Rules 2024 pertains to the submission of a statement of defence by the respondent in an arbitration proceeding. Here is an analysis of this provision:

1. **Timely Submission:** The article emphasizes the importance of the respondent submitting its statement of defence within a period determined by the arbitral tribunal. This requirement promotes the timely progression of the arbitration process, ensuring that both parties have ample opportunity to present their respective cases.
2. **Flexible Options for Respondent:** The provision allows the respondent flexibility in preparing its statement of defence. The respondent has the option to treat its response to the notice of arbitration (as per Article 4 of the Rules) as a statement of defence. This flexibility recognizes that responses to the notice of arbitration may contain elements that address the substance of the claims.
3. **Efficiency and Streamlining:** Allowing the respondent to use its response to the notice of arbitration as a basis for the statement of defence aligns with the goal of efficiency in the arbitral proceedings. It minimizes redundancy and streamlines the process by recognizing that certain elements in the response may serve the purpose of a formal defence.
4. **Consistency with Prior Submissions:** The provision implies that the response to the notice of arbitration should meet the requirements of paragraph 2 of Article 21. This ensures consistency between the initial response and the subsequent formal statement of defence, contributing to a coherent and well-structured presentation of the respondent's case.
5. **Balancing Flexibility and Formality:** By allowing the respondent to use its response to the notice of arbitration as a defence, the CRCICA Rules strike a balance between flexibility and formality. This approach acknowledges that certain elements of the response may already serve the purpose of addressing the substance of the claims.

In summary, Article 21(1) reflects the CRCICA Rules' commitment to efficiency in the arbitration process by requiring the timely submission of the respondent's statement of defence and providing



flexibility in its preparation. This flexibility is designed to streamline the proceedings while ensuring that the respondent's substantive arguments are adequately presented.

2. **The statement of defence shall reply to the particulars of the statement of claim set in article 20, paragraph 2 (b) to (e) of the Rules. The statement of defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent, or contain references to them.**

Article 21(2) of the CRCICA Rules 2024 outlines the requirements for the statement of defence in an arbitration proceeding. Here is an analysis of this provision:

1. **Specific Responses:** The article specifies that the statement of defence should reply to the particulars of the statement of claim as set out in Article 20, paragraph 2 (b) to (e) of the Rules. This requirement ensures that the respondent addresses the key elements of the claimant's statement, including the factual basis, points at issue, relief sought, and legal grounds or arguments.
2. **Comprehensive Response:** The provision encourages a comprehensive response by stating that the statement of defence should, as far as possible, cover all the specified particulars. This is aimed at promoting a thorough and detailed exchange of arguments and evidence between the parties, contributing to the clarity and completeness of the arbitral proceedings.
3. **Accompanying Documents and Evidence:** The article emphasizes the importance of supporting the statement of defence with relevant documents and evidence. This aligns with the general principle in arbitration that parties should present their cases with the necessary supporting materials. The respondent is encouraged to include these documents directly with the statement of defence or provide clear references to them.
4. **Efficiency and Transparency:** Requiring the respondent to address specific elements of the claimant's statement and include supporting documents contributes to the efficiency and transparency of the arbitration process. It allows the arbitral tribunal to have a clear understanding of the respondent's position and the evidence upon which it relies.
5. **Consistency with Claimant's Obligations:** The requirement for the respondent to reply to the particulars set out in the claimant's statement (Article 20) mirrors the obligations imposed on the claimant. This symmetry ensures that both parties adhere to a similar standard in presenting their respective cases, promoting fairness and equality.

In summary, Article 21(2) establishes guidelines for the content of the respondent's statement of defence, emphasizing specific responses to the claimant's particulars, comprehensive coverage, and the inclusion of supporting documents and evidence. These requirements contribute to the effectiveness and fairness of the arbitral proceedings.

3. **In its statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal considers the delay justified under the circumstances, the respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.**

Article 21(3) of the CRCICA Rules 2024 addresses the respondent's ability to make a counterclaim or rely on a claim for the purpose of a set-off in its statement of defence. Here is an analysis of this provision:

1. **Counterclaims and Set-Offs:** The article grants the respondent the right to introduce counterclaims or rely on claims for the purpose of a set-off. A counterclaim is a claim initiated by the respondent against the claimant, while a set-off involves the respondent using its own claim to offset or reduce the amount claimed by the claimant.
2. **Timing for Assertion:** The provision allows the respondent to make these counterclaims or set-offs in its statement of defence. This aligns with procedural fairness, ensuring that both parties have an opportunity to present their respective claims and defences at an early stage of the arbitration proceedings.
3. **Flexibility in Timing:** Recognizing the practicalities of arbitral proceedings, the article provides flexibility by allowing the respondent to assert counterclaims or set-offs at a later stage if the arbitral tribunal deems the delay justified under the circumstances. This recognizes that certain information or developments may arise during the proceedings that justify the introduction of additional claims.
4. **Condition: Jurisdiction of the Arbitral Tribunal:** An important condition is that the arbitral tribunal must have jurisdiction over the counterclaim or set-off. This emphasizes the tribunal's authority to adjudicate on the additional claims and ensures consistency with the principles of arbitration jurisdiction.
5. **Arbitral Tribunal's Discretion:** The provision grants discretion to the arbitral tribunal to assess whether a delay in asserting counterclaims or set-offs is justified. This allows the tribunal to manage the proceedings efficiently and fairly.
6. **Ensuring Efficiency and Completeness:** Allowing counterclaims and set-offs contributes to the completeness of the arbitral process by addressing all relevant claims and disputes between the parties. This aligns with the goal of achieving a final and comprehensive resolution through arbitration.

In summary, Article 21(3) provides the respondent with the opportunity to assert counterclaims or rely on claims for set-off in its statement of defence, with flexibility in timing, subject to the condition that the arbitral tribunal has jurisdiction over such claims. This provision promotes fairness, efficiency, and completeness in the arbitration proceedings.

**4. The provisions of article 20, paragraphs 2 and 3 of the Rules shall apply to a counterclaim, a claim under article 4, paragraph 2 (e) of the Rules and a claim relied on for the purpose of a set-off.**

Article 21(4) of the CRCICA Rules 2024 establishes that the provisions of Article 20, paragraphs 2 and 3, shall apply to a counterclaim, a claim under Article 4, paragraph 2 (e), and a claim relied on for the purpose of a set-off. Let us analyse this provision:

1. **Incorporation of Article 20, Paragraphs 2 and 3:** This article explicitly incorporates the provisions of Article 20, paragraphs 2 and 3, by reference. Article 20 pertains to the claimant's statement of claim, and paragraphs 2 and 3 outline the particulars and accompanying documents required in the statement of claim.

2. **Consistency in Documentation:** By applying the requirements of Article 20, paragraphs 2 and 3, to counterclaims, claims under Article 4, paragraph 2 (e), and claims for the purpose of a set-off, the Rules maintain consistency in the documentation and information expected from both the claimant and respondent. This promotes a standardized approach to the presentation of claims in the arbitral proceedings.
3. **Ensuring Completeness and Clarity:** Requiring compliance with the provisions of Article 20 ensures that counterclaims and other related claims are presented with the same level of detail and clarity as the original claims. This contributes to the efficiency of the arbitration process by ensuring that all claims, regardless of their nature, are subject to similar standards.
4. **Particulars and Accompanying Documents:** Article 20, paragraphs 2 and 3, outline the particulars that must be included in the statement of claim, including names and contact details of the parties, a statement of facts supporting the claim, points at issue, relief or remedy sought, and legal grounds or arguments. Additionally, it emphasizes that the statement of claim should be accompanied by documents and evidence or contain references to them.
5. **Fairness and Transparency:** Applying the same standards to counterclaims and other related claims ensures fairness and transparency in the arbitral process. Both parties are held to a consistent set of requirements, promoting a level playing field.

In summary, Article 21(4) extends the application of the documentation requirements outlined in Article 20, paragraphs 2 and 3, to counterclaims, claims under Article 4, paragraph 2 (e), and claims for the purpose of a set-off. This promotes uniformity, completeness, and transparency in the presentation of claims and counterclaims during the arbitral proceedings.

## **ARTICLE 22 AMENDMENTS TO THE CLAIM OR DEFENCE**

**During the course of the arbitral proceedings, a party may amend or supplement its claim, defence, counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other parties or any other circumstances. However, a claim, defence, counterclaim or a claim for the purpose of a set-off may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal.**

Article 22 of the CRCICA Rules 2024 addresses the amendment or supplementation of claims, defences, counterclaims, or claims for the purpose of a set-off during the arbitral proceedings. Let us break down the key elements of this provision:

1. **Amendment or Supplementation:** The article allows a party to amend or supplement its claim, defence, counterclaim, or a claim for the purpose of a set-off during the course of the arbitral proceedings.
2. **Discretion of the Arbitral Tribunal:** The decision to allow such an amendment or supplement is left to the discretion of the arbitral tribunal. The tribunal will consider

factors such as the timing of the request, potential prejudice to other parties, and any other relevant circumstances.

3. **Inappropriateness Standard:** The arbitral tribunal may disallow an amendment or supplement if it considers it inappropriate. The standard of inappropriateness is broad, allowing the tribunal flexibility in its decision-making.
4. **Consideration of Delay and Prejudice:** The arbitral tribunal will take into account the delay in making the amendment or supplement and the potential prejudice to other parties. This emphasizes the importance of timeliness and fairness in the amendment process.
5. **Jurisdictional Limitation:** A significant limitation outlined in the article is that a claim, defence, counterclaim, or a claim for the purpose of a set-off may not be amended or supplemented in a manner that would cause the amended or supplemented claim or defence to fall outside the jurisdiction of the arbitral tribunal. This ensures that the tribunal retains authority over the matters brought before it.
6. **Balancing Flexibility and Control:** While parties are granted some flexibility to amend or supplement their claims, the provision seeks to strike a balance by empowering the arbitral tribunal to prevent abuses of the amendment process that could lead to jurisdictional issues or unfairness.
7. **Procedural Fairness:** By allowing amendments or supplements, the article reflects a commitment to procedural fairness. Parties are afforded the opportunity to adjust their claims or defences in response to evolving circumstances during the arbitration.

In summary, Article 22 provides a framework for amending or supplementing claims, defences, counterclaims, or claims for the purpose of a set-off during arbitral proceedings. It underscores the tribunal's discretionary authority, with a focus on preventing jurisdictional challenges and maintaining fairness in the arbitration process.

## ARTICLE 23

### PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

1. **The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration agreement, and on any objections that claims made under more than one arbitration agreement should not be determined together. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.**

Article 23(1) of the CRCICA Rules 2024 pertains to the arbitral tribunal's authority to rule on its own jurisdiction. Let us analyse its key components:

1. **Power to Rule on Jurisdiction:** The provision grants the arbitral tribunal the authority to make determinations regarding its own jurisdiction. This includes addressing objections related to the existence, validity, or scope of the arbitration agreement.

2. **Scope of Jurisdictional Issues:** The tribunal's jurisdictional authority extends to deciding whether claims made under multiple arbitration agreements should be resolved together. This allows the tribunal to consolidate or separate claims as deemed appropriate.
3. **Independence of Arbitration Clause:** The article emphasizes that an arbitration clause within a contract is to be treated as an independent agreement, separate from other terms of the contract. This principle is crucial for maintaining the autonomy and effectiveness of arbitration clauses.
4. **Contract Nullity and Arbitration Clause Validity:** The provision specifies that a decision by the arbitral tribunal declaring the contract as null does not automatically render the arbitration clause invalid. This reinforces the separability of the arbitration clause from the rest of the contract, preserving its enforceability even if the broader contract is found to be null.
5. **Arbitral Tribunal's Autonomy:** By conferring the power to rule on jurisdictional matters to the arbitral tribunal, the article underscores the autonomy and competence of the tribunal to decide preliminary issues related to its jurisdiction.
6. **Preservation of Arbitration Process:** The provision aims to ensure the continuity of the arbitration process even if there are challenges to the underlying contract. This is achieved by preserving the validity of the arbitration clause despite a nullity finding regarding the contract itself.

In summary, Article 23(1) reflects the principles of competence-competence and separability. It grants the arbitral tribunal the authority to independently assess and rule on issues related to its own jurisdiction, ensuring the effective functioning of the arbitration process and upholding the enforceability of arbitration agreements even in the face of challenges to the main contract.

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

Article 23(2) of the CRCICA Rules 2024 addresses the timing and procedures for raising objections related to the jurisdiction of the arbitral tribunal. Let us break down its key elements:

1. **Timing of Raising Jurisdictional Objections:** The provision specifies that a party must raise a plea challenging the jurisdiction of the arbitral tribunal at the latest in its statement of defence. In the case of a counterclaim or a claim for the purpose of a set-off, the plea should be raised in the reply to the counterclaim or the claim for the purpose of a set-off.
2. **No Preclusion Based on Arbitrator Appointment:** The article explicitly states that a party is not barred from raising a jurisdictional plea merely because it has appointed an arbitrator or participated in the arbitrator's appointment. This reinforces the principle that participation in the appointment process does not waive a party's right to challenge jurisdiction.

3. **Timely Assertion of Exceeding Authority Claims:** If a party contends that the arbitral tribunal is exceeding the scope of its authority, the objection should be raised promptly when the matter allegedly beyond the tribunal's authority is introduced during the proceedings.
4. **Discretion to Admit Late Pleas:** The arbitral tribunal is granted discretion to admit a jurisdictional plea raised later than the specified timeframes if it deems the delay justified. This recognizes that there may be circumstances justifying a delayed objection.

The purpose of these provisions is to ensure that challenges to the jurisdiction of the arbitral tribunal are raised in a timely manner, promoting procedural efficiency and avoiding unnecessary delays. The flexibility for the tribunal to admit later pleas under justified circumstances allows for a pragmatic approach to the evolving dynamics of the arbitration proceedings.

3. **The arbitral tribunal may rule on a plea referred to in paragraph 2 of this article either before ruling on the merits or in its award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.**

Article 23(3) of the CRCICA Rules 2024 addresses the procedural aspects related to the arbitral tribunal's ruling on jurisdictional objections. Here are the key points:

1. **Timing of Ruling on Jurisdictional Pleas:** The provision grants flexibility to the arbitral tribunal by allowing it to rule on a jurisdictional plea either before making a decision on the merits of the case or as part of its final award on the merits. This discretion allows the tribunal to adapt its approach based on the circumstances of the case.
2. **Continuation of Arbitral Proceedings:** Importantly, the article empowers the arbitral tribunal to continue the arbitral proceedings and render an award on the merits even if there is a pending challenge to its jurisdiction before a court. This emphasizes the autonomy of the arbitral process and underscores that challenges to jurisdiction should not automatically impede the progress of the arbitration.

This provision reflects a pro-arbitration approach, recognizing the tribunal's authority to address jurisdictional issues at different stages of the proceedings and allowing it to move forward with the resolution of the substantive dispute despite ongoing challenges outside of the arbitration process. It contributes to the efficiency and autonomy of the arbitral proceedings.

## ARTICLE 24 FURTHER WRITTEN STATEMENTS

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

Article 24 of the CRCICA Rules 2024 outlines the arbitral tribunal's authority and procedure regarding the submission of further written statements during the arbitration process. Here are the key points:

1. **Decision-Making Authority:** The arbitral tribunal is vested with the authority to decide, in consultation with the parties, whether additional written statements, beyond the initial statement of claim and statement of defence, are necessary for the resolution of the dispute.
2. **Consultation with Parties:** The article emphasizes the importance of consulting with the parties before making decisions on whether further written statements are required. This consultation process ensures that the parties have the opportunity to express their views and contribute to the decision-making process.
3. **Types of Further Written Statements:** The provision is broad and does not specify the types or contents of the further written statements that may be requested. This flexibility allows the arbitral tribunal to tailor the proceedings to the specific needs of the case.
4. **Time Limits:** The arbitral tribunal is also responsible for establishing time limits within which the parties must communicate any additional written statements. Time limits contribute to the efficiency of the proceedings by ensuring that the arbitration process moves forward in a timely manner.

Overall, Article 24 provides a procedural framework for the arbitral tribunal to adapt and manage the flow of written submissions in a way that facilitates a fair, efficient, and tailored resolution of the parties' dispute. The emphasis on consultation reflects the principle of party participation in the arbitration process.

## **ARTICLE 25 TIME LIMITS**

**The time limits fixed by the arbitral tribunal for the communication of written statements shall apply. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.**

Article 25 of the CRCICA Rules 2024 addresses the issue of time limits for the communication of written statements during the arbitration process. Here are the key points:

1. **Adherence to Time Limits:** The article affirms that the time limits established by the arbitral tribunal for the communication of written statements shall apply. This underscores the importance of parties complying with the prescribed deadlines for submitting their statements.
2. **Discretion to Extend Time Limits:** Notably, the arbitral tribunal is granted the authority to extend the time limits if it determines that such an extension is justified. This provision recognizes that certain circumstances may arise during the arbitration proceedings that warrant additional time for the parties to prepare and submit their written statements.
3. **Flexibility and Justification:** The use of the term "justified" implies that the arbitral tribunal has the discretion to assess the reasons presented by the parties for seeking an extension. Justifications for extensions could include complex issues, unforeseen developments, or other valid reasons that may impede the parties' ability to adhere to the original time limits.

4. **Balancing Efficiency and Fairness:** While adherence to time limits is generally encouraged for the efficiency of the arbitration process, the provision recognizes that flexibility may be necessary to ensure fairness and due process. The arbitral tribunal aims to strike a balance between maintaining an efficient timeline and accommodating legitimate needs for extensions.

In summary, Article 25 reflects the flexible nature of the arbitral proceedings by allowing the tribunal to extend time limits when deemed justified. This discretion helps ensure that the arbitration process remains adaptable to the unique circumstances of each case while upholding the principles of fairness and efficiency.

## ARTICLE 26 INTERIM MEASURES AND EMERGENCY ARBITRATOR

1. **The arbitral tribunal may, at the request of a party, grant interim measures. In case the arbitration has not commenced or the arbitral tribunal is not fully constituted, an emergency arbitrator may, at the request of a party, be appointed, to determine the requested interim relief as per Annex 2.**

Article 26(1) of the CRCICA Rules 2024 addresses the authority of the arbitral tribunal to grant interim measures. Here is an analysis of the key points:

1. **Granting Interim Measures:** The article provides the arbitral tribunal with the authority to grant interim measures at the request of a party. Interim measures are provisional legal measures that are designed to maintain or restore the status quo pending the resolution of the underlying dispute. These measures can include injunctions, preservation of assets, or other actions intended to prevent harm or prejudice.
2. **Emergency Arbitrator for Pre-commencement Relief:** A notable feature of this article is the provision regarding interim relief before the arbitration has commenced or when the arbitral tribunal is not fully constituted. In such situations, the article allows for the appointment of an emergency arbitrator at the request of a party. The procedures for appointing an emergency arbitrator and determining the requested interim relief are outlined in Annex 2.
3. **Flexibility and Urgency:** The inclusion of the emergency arbitrator provision reflects the recognition of situations where urgent relief is needed before the formal constitution of the arbitral tribunal. This mechanism allows parties to seek timely and effective interim measures in situations of urgency, contributing to the flexibility and responsiveness of the arbitration process.
4. **Preservation of Rights and Assets:** Granting interim measures is a common practice in arbitration to ensure that the rights of the parties are preserved and that irreparable harm is avoided pending the final resolution of the dispute. This is particularly important in cases where delay could lead to the loss of evidence, dissipation of assets, or other detrimental consequences.

In summary, Article 26(1) empowers the arbitral tribunal to grant interim measures at the request of a party and establishes a mechanism for appointing an emergency arbitrator to address urgent relief



issues before the formal commencement of the arbitration or when the tribunal is not fully constituted. This provision enhances the effectiveness of the arbitration process by providing parties with a means to address pressing issues that may arise during the early stages of dispute resolution.

2. **An interim measure, whether in the form of an order or award or in any other form, is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party for example and without limitation, to:**
  - a. **Maintain or restore the status quo pending determination of the dispute;**
  - b. **Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself;**
  - c. **Provide a means of preserving assets out of which a subsequent award may be satisfied; or**
  - d. **Preserve evidence that may be relevant and material to the resolution of the dispute.**

Article 26(2) of the CRCICA Rules 2024 provides a detailed definition of what constitutes an interim measure. Here is an analysis of the key components:

1. **Definition of Interim Measure:** The provision begins by defining an interim measure broadly. It states that an interim measure can take the form of an order or award, or any other form deemed appropriate by the arbitral tribunal. This flexibility allows the tribunal to tailor the interim measure to the specific circumstances of the case.
2. **Examples of Interim Measures:** The article then lists examples of interim measures without limitation. These examples illustrate the diverse nature of measures that can be ordered by the arbitral tribunal. The examples include, but are not limited to:
  - a. **Maintaining or Restoring the Status Quo:** This aims to preserve the current state of affairs until the dispute is finally decided.
  - b. **Preventing Harm or Prejudice to the Arbitral Process:** This involves ordering a party to take actions to prevent harm or refrain from actions likely to cause harm or prejudice to the arbitral process itself.
  - c. **Preserving Assets:** The tribunal may order measures to preserve assets out of which a subsequent award may be satisfied.
  - d. **Preserving Evidence:** Ordering the preservation of evidence that is relevant and material to the resolution of the dispute.
3. **Temporal Scope:** The interim measures are applicable at any time before the issuance of the final award that conclusively decides the dispute. This emphasizes that these measures are temporary and designed to address issues that may arise during the course of the arbitration process.
4. **Flexibility and Adaptability:** By providing a non-exhaustive list of examples, the article underscores the flexibility and adaptability of interim measures. This approach enables

the arbitral tribunal to fashion appropriate measures based on the unique circumstances of each case.

5. **Protective and Remedial Functions:** The listed examples highlight the dual function of interim measures – protecting the integrity of the arbitral process and providing remedies that may be necessary to ensure a fair and effective resolution of the dispute.

In summary, Article 26(2) outlines a comprehensive definition of interim measures, emphasizing the broad scope and flexibility of the measures that the arbitral tribunal may order to address various issues arising during the arbitration proceedings.

3. **The party requesting an interim measure under paragraphs 2 (a) to (c) of this article shall satisfy the arbitral tribunal that:**
  - a. **Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and**
  - b. **There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.**

Article 26(3) of the CRCICA Rules 2024 establishes the conditions that a party must satisfy when requesting an interim measure. Here is an analysis of the key components:

1. **Conditions for Requesting an Interim Measure:** This provision specifically applies to requests for interim measures falling under paragraphs 2(a) to (c) of Article 26. These paragraphs refer to interim measures such as maintaining or restoring the status quo, preventing harm or prejudice, and providing a means to preserve assets.
2. **Adequacy of Damages and Balancing of Harms:** The requesting party must demonstrate two key elements:
  - a. **Irreparable Harm:** The party must show that harm not adequately reparable by an award of damages is likely to result if the interim measure is not ordered. This emphasizes the need for the harm to be of such a nature that it cannot be adequately compensated through a later monetary award.
  - b. **Balance of Harms:** The harm likely to result if the measure is not ordered should substantially outweigh the harm that is likely to result to the party against whom the measure is directed if the measure is granted. This establishes a balancing test, requiring the tribunal to weigh the potential harm to both parties.
3. **Reasonable Possibility of Success on the Merits:** The requesting party must show a reasonable possibility that it will succeed on the merits of the claim. This criterion underscores that the party seeking the interim measure should have a credible and substantial case.
4. **Impact on Tribunal's Discretion:** The determination of the reasonable possibility of success on the merits, as required in (b) above, shall not affect the discretion of the arbitral tribunal in making any subsequent determination. This emphasizes that even if

the tribunal finds a reasonable possibility of success, it retains discretion in its decision-making.

5. **Procedural Aspect:** These conditions are procedural requirements that a party needs to fulfil when seeking interim measures. They are designed to ensure that requests for interim relief are made under justifiable circumstances and with a reasonable likelihood of success on the merits.

In summary, Article 26(3) sets out the conditions that a party must satisfy when requesting specific types of interim measures, emphasizing the need for irreparable harm, a balancing of harms, and a reasonable possibility of success on the merits.

**4. With regard to a request for an interim measure under paragraph 2 (d) of this article, the requirements in paragraph 3 of this article shall apply only to the extent the arbitral tribunal considers appropriate.**

Article 26(4) of the CRCICA Rules 2024 addresses the specific requirements applicable to requests for an interim measure falling under paragraph 2(d) of Article 26. Let us analyse the key points:

1. **Context of Paragraph 2(d):** Paragraph 2(d) of Article 26 refers to interim measures that involve preserving evidence that may be relevant and material to the resolution of the dispute. This could include measures related to the collection and preservation of evidence during the arbitral proceedings.
2. **Limited Applicability of Paragraph 3 Requirements:** The provision stipulates that the requirements mentioned in paragraph 3 of Article 26 (conditions related to irreparable harm, balancing of harms, and a reasonable possibility of success on the merits) shall apply to requests for interim measures under paragraph 2(d) only to the extent that the arbitral tribunal considers appropriate.
3. **Arbitral Tribunal's Discretion:** This provision recognizes the discretion of the arbitral tribunal in applying the specific requirements to requests for evidence preservation. It allows the tribunal flexibility in assessing the appropriateness of applying the full set of conditions from paragraph 3 to requests for interim measures related to evidence preservation.
4. **Tailoring Requirements to the Nature of the Measure:** The differentiation in requirements acknowledges that the nature of interim measures related to evidence preservation may not always align with the same considerations applicable to other types of interim relief. Preserving evidence might be crucial for the fair and just resolution of the dispute, and the tribunal has the flexibility to adapt the requirements accordingly.

In summary, Article 26(4) recognizes that requests for interim measures related to preserving evidence may have unique characteristics, and the arbitral tribunal has the discretion to apply the conditions specified in paragraph 3 of Article 26 to the extent it deems appropriate in the circumstances of the case. This provision reflects a pragmatic approach to tailoring requirements based on the nature of the specific interim measure requested.

**5. The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.**

Article 26(5) of the CRCICA Rules 2024 addresses the arbitral tribunal’s authority to modify, suspend, or terminate an interim measure that it has previously granted. Let us break down the key elements of this provision:

1. **Modification, Suspension, or Termination of Interim Measure:** The provision empowers the arbitral tribunal to take three types of actions regarding an interim measure: modification, suspension, or termination.
2. **Upon Application of Any Party:** The arbitral tribunal can consider requests for modification, suspension, or termination of an interim measure upon the application of any party involved in the arbitration. This reflects a responsive approach, allowing parties to seek adjustments based on changing circumstances.
3. **Exceptional Circumstances and Own Initiative:** The arbitral tribunal is also granted the authority to modify, suspend, or terminate an interim measure on its own initiative, but this is restricted to exceptional circumstances. This implies that the tribunal can act independently in rare situations where it deems necessary, but such action requires providing prior notice to the parties.
4. **Balancing Flexibility and Fairness:** Allowing modification, suspension, or termination recognizes that circumstances in an arbitration may evolve, and interim measures may need adjustment accordingly. The provision strikes a balance between providing flexibility to the tribunal and ensuring fairness by requiring exceptional circumstances or party applications.
5. **Prior Notice to Parties in Exceptional Circumstances:** The requirement of prior notice to the parties when the tribunal takes action on its own initiative in exceptional circumstances adds a layer of procedural fairness. It allows parties to be aware of and respond to any proposed changes to the interim measures.
6. **Responsive to Changing Dynamics:** This provision reflects a recognition that the dynamics of a dispute or the need for interim measures may change over the course of arbitration. The tribunal’s ability to modify, suspend, or terminate interim measures ensures that the measures align with the evolving needs of the proceedings.

In summary, Article 26(5) grants the arbitral tribunal the authority to adjust interim measures in response to changing circumstances, either upon application by a party or, in exceptional situations, on its own initiative with prior notice to the parties. This provision enhances the flexibility of the arbitration process while maintaining fairness and transparency.

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

Article 26(6) of the CRCICA Rules 2024 addresses the arbitral tribunal’s authority to require a party requesting an interim measure to provide appropriate security. Let us break down the key elements of this provision:

**Requirement for Security:** The arbitral tribunal has the power to impose a requirement on the party seeking an interim measure to provide security. Security, in this context, typically refers to a financial guarantee or some form of collateral.

1. **Discretionary Power:** The use of the term “may” indicates that the decision to require security is discretionary. The arbitral tribunal has the authority to determine whether it is appropriate to impose this condition based on the circumstances of the case.
2. **Appropriateness of Security:** The requirement for security is tied to the appropriateness of the measure sought. The tribunal may consider the nature and potential impact of the interim measure and, if deemed necessary, request the party to provide security to mitigate any potential adverse effects on the other party.
3. **Balancing Interests:** Requiring security serves the purpose of balancing the interests of the party seeking the interim measure with the potential harm that may be caused to the other party. It provides a measure of protection for the responding party in case the interim measure is later determined to have been unjustified.
4. **Flexibility in Form of Security:** The term “appropriate security” implies flexibility in the form that the security may take. It could include monetary deposits, bank guarantees, or other financial instruments. The type and amount of security can be determined based on the specific circumstances of the case.
5. **Procedural Fairness:** The imposition of security adds a layer of procedural fairness, ensuring that the party seeking the interim measure is mindful of potential consequences and that the interests of both parties are considered.

In summary, Article 26(6) grants the arbitral tribunal the discretionary authority to require a party seeking an interim measure to provide appropriate security. This provision aligns with the overall aim of maintaining fairness and balance in the arbitral proceedings, particularly when interim measures are sought that may impact the rights or interests of the opposing party.

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

Article 26(7) of the CRCICA Rules 2024 addresses the arbitral tribunal’s authority to request prompt disclosure of any material change in circumstances related to an interim measure. Let us examine the key elements of this provision:

1. **Timely Disclosure Requirement:** The provision imposes a duty on the parties to promptly disclose any material change in circumstances. This requirement emphasizes the need for openness and transparency during the arbitral proceedings.
2. **Material Change in Circumstances:** The obligation to disclose is triggered specifically by a “material change in the circumstances.” This implies that only changes that are significant, relevant, or substantial in nature need to be disclosed. Minor or inconsequential changes may not fall within the scope of this requirement.
3. **Scope of Disclosure:** Parties are expected to disclose changes related to the circumstances on which the interim measure was either requested or granted. This ensures that the arbitral tribunal remains informed about developments that may impact the continued appropriateness or necessity of the interim measure.
4. **Arbitral Tribunal’s Oversight:** The arbitral tribunal is given the authority to request such disclosure. This provision empowers the tribunal to actively oversee and manage the

arbitration process, ensuring that it stays informed about relevant changes that could affect the interim measures.

5. **Preservation of Fairness:** Requiring parties to disclose material changes is in line with the principles of fairness and procedural justice. It allows the tribunal to reassess the circumstances and make any necessary adjustments to the interim measures to maintain a fair and equitable process.
6. **Enforcement of Interim Measures:** This provision helps ensure that the arbitral tribunal's interim measures remain effective and relevant throughout the proceedings. If there are material changes in circumstances, the tribunal can take appropriate action, including modifying, suspending, or terminating the interim measures.

In summary, Article 26(7) reinforces the tribunal's control over the proceedings by requiring parties to promptly disclose any material changes in circumstances related to interim measures. This contributes to the effectiveness and fairness of the arbitral process.

8. **The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances prevailing at the time of granting the interim measure, the measure should not have been granted. The arbitral tribunal may, at the request of any party, award such costs and damages at any point during the proceedings.**

Article 26(8) of the CRCICA Rules 2024 addresses the potential liability of the party requesting an interim measure for costs and damages if the arbitral tribunal later determines that the measure should not have been granted. Let us break down the key elements of this provision:

1. **Liability for Costs and Damages:** The provision establishes the principle that the party requesting an interim measure may be held liable for costs and damages. This liability arises if, at a later stage, the arbitral tribunal determines that, considering the circumstances prevailing at the time of granting the interim measure, it should not have been granted.
2. **Timing of Determination:** The arbitral tribunal is given the discretion to make a determination on costs and damages at any point during the proceedings. This means that the issue of liability is not necessarily deferred until the final award but can be addressed as soon as the tribunal deems it appropriate.
3. **Circumstances at the Time of Granting:** The liability is contingent on the circumstances prevailing at the time of granting the interim measure. This criterion emphasizes that the tribunal will assess whether, based on the information available when the measure was ordered, it was justified and warranted.
4. **Request for Costs and Damages:** The arbitral tribunal may award costs and damages upon the request of any party. This ensures that parties have the opportunity to seek redress if they believe that an interim measure was improperly granted and has caused them harm.
5. **Discretion of the Arbitral Tribunal:** The arbitral tribunal is granted discretionary power in awarding costs and damages. This discretion allows the tribunal to consider the specific facts and circumstances of each case when making a determination.

6. **Balancing Interests:** The provision recognizes the delicate balance required in granting interim measures. While such measures are designed to provide effective relief, the possibility of liability for costs and damages serves as a safeguard against the misuse or unjustified use of interim measures.

In summary, Article 26(8) introduces a mechanism for holding the requesting party accountable for costs and damages if the arbitral tribunal later concludes that the granted interim measure was not justified based on the circumstances prevailing at the time of its issuance. This provision contributes to the fair and balanced use of interim measures in arbitration.

**9. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.**

Article 26(9) of the CRCICA Rules 2024 addresses the relationship between requests for interim measures made to a judicial authority and the agreement to arbitrate. Here is an analysis of the key aspects of this provision:

1. **Non-Incompatibility with Arbitration Agreement:** The article expressly states that a request for interim measures made by any party to a judicial authority is not deemed incompatible with the agreement to arbitrate. This means that seeking interim measures through the court system does not automatically conflict with or undermine the parties' agreement to resolve their dispute through arbitration.
2. **No Waiver of Arbitration Agreement:** Additionally, the provision emphasizes that such a request for interim measures does not constitute a waiver of the arbitration agreement. In other words, by seeking interim relief from a court, a party does not forfeit its right to arbitrate the underlying dispute, as agreed upon in the arbitration agreement.
3. **Preservation of Remedies:** This article recognizes that parties may, in certain situations, find it necessary or advantageous to seek urgent relief from a judicial authority rather than waiting for the arbitral tribunal to be fully constituted. It preserves a party's ability to approach a court for interim measures without prejudicing its right to pursue arbitration afterward.
4. **Flexibility in Remedial Choices:** By acknowledging the permissibility of seeking interim relief from a judicial authority, the provision reflects a practical approach that recognizes the diverse needs and circumstances of parties involved in arbitration. It allows parties to choose the most appropriate forum for obtaining interim measures based on their specific requirements.
5. **Alignment with International Practice:** Many arbitration rules and national laws recognize the dual availability of interim measures from both arbitral tribunals and judicial authorities. This provision aligns with the international practice of allowing parties to seek urgent relief from courts without automatically sacrificing their right to arbitrate.

In summary, Article 26(9) of the CRCICA Rules 2024 provides clarity on the compatibility of seeking interim measures from a judicial authority with the agreement to arbitrate. It ensures that parties can resort to the appropriate forum for urgent relief without inadvertently waiving their right to arbitrate the underlying dispute.

**ARTICLE 27  
EVIDENCE**

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

Article 27(1) of the CRCICA Rules 2024 addresses the allocation of the burden of proof in arbitral proceedings. Here is an analysis of the key aspects of this provision:

1. **Principle of Burden of Proof:** The article establishes the fundamental principle that each party participating in the arbitration proceedings bears the burden of proving the facts on which it relies to support its claim or defence. This principle aligns with a basic concept of fairness and due process in legal proceedings.
2. **Equality of Parties:** The allocation of the burden of proof to each party reflects the principle of equality between the parties in arbitration. It ensures that both the claimant and the respondent are responsible for presenting evidence to substantiate their respective positions.
3. **Consistency with General Legal Principles:** The provision is consistent with general legal principles governing burden of proof in various legal systems. In legal proceedings, the party making an assertion typically bears the responsibility of proving the truth of the assertions.
4. **Promotion of Efficiency:** By clearly defining the burden of proof for each party, the article contributes to the efficiency of arbitral proceedings. Parties are compelled to present their cases with clarity and support their claims or defences with evidence, facilitating a more streamlined and focused arbitration process.
5. **Facilitation of Adjudication:** Clearly defined burdens of proof assist the arbitral tribunal in its adjudicative role. The tribunal can assess the evidence presented by each party within the framework of their respective burdens, helping to make reasoned and well-supported decisions.
6. **Flexibility:** While the article establishes the general principle, the specific application of the burden of proof may vary depending on the nature of the claim, the evidence presented, and the rules of law applicable to the substance of the dispute. This flexibility allows for adaptation to different circumstances.

In summary, Article 27(1) of the CRCICA Rules 2024 reinforces the principle of equality between parties by assigning to each party the burden of proving the facts necessary to support its claim or defence. This allocation promotes fairness, efficiency, and a clear framework for the presentation and assessment of evidence in arbitral proceedings.

**2. Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party, to the extent permitted under the law governing the relevant issues. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.**



Article 27(2) of the CRCICA Rules 2024 addresses the presentation of witnesses, including expert witnesses, in arbitral proceedings. Here is an analysis of the key aspects of this provision:

1. **Inclusivity of Witnesses:** The article adopts an inclusive approach by allowing any individual to be presented as a witness, including expert witnesses. This inclusivity extends to individuals who are parties to the arbitration or have any relationship with a party. The permissibility is subject to the constraints imposed by the law governing the relevant issues.
2. **Flexibility in the Choice of Witnesses:** Parties have flexibility in choosing witnesses to testify before the arbitral tribunal. This flexibility may be particularly important in certain types of disputes where individuals with specific knowledge or expertise, even if related to a party, can provide valuable testimony.
3. **Admissibility under Applicable Law:** The article acknowledges that the admissibility of witnesses, especially those related to a party, is subject to the law governing the relevant issues. This ensures that the presentation of witnesses complies with the legal requirements applicable to the substance of the dispute.
4. **Written Statements by Witnesses:** The provision allows for witnesses' statements, including expert witnesses, to be presented in writing and signed by them. This provision recognizes the practicality of written statements, which can be beneficial in terms of clarity, precision, and documentation of the evidence.
5. **Tribunal's Discretion:** The arbitral tribunal has the discretion to direct the presentation of witness statements. This recognizes that different circumstances may warrant varying approaches, and the tribunal is empowered to manage the proceedings effectively.
6. **Balancing Oral and Written Testimony:** The article does not exclude the possibility of oral testimony by witnesses. The reference to presenting statements in writing does not preclude the arbitral tribunal from allowing or requesting oral testimony when deemed necessary.

In summary, Article 27(2) of the CRCICA Rules 2024 emphasizes inclusivity in the choice of witnesses, including expert witnesses, and acknowledges the role of applicable law in determining admissibility. The provision also recognizes the practicality of written witness statements while allowing the arbitral tribunal discretion in managing the presentation of evidence.

**3. At any time during the arbitral proceedings, the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a time limit as the arbitral tribunal shall determine.**

Article 27(3) of the CRCICA Rules 2024 addresses the arbitral tribunal's authority to request the parties to produce documents, exhibits, or other evidence during the arbitral proceedings. Here is an analysis of the key aspects of this provision:

1. **Timing of Request:** The article grants the arbitral tribunal the discretion to require the parties to produce documents, exhibits, or other evidence at any time during the arbitral proceedings. This reflects flexibility and allows the tribunal to adapt to the evolving needs of the case.

2. **Broad Scope of Evidence:** The language used— “documents, exhibits, or other evidence”— is broad and inclusive. This recognizes that evidence in arbitration can take various forms beyond traditional documents and may include physical exhibits or other types of proof.
3. **Tribunal’s Discretion:** The arbitral tribunal has the authority to determine the time limit within which the parties must produce the requested documents, exhibits, or other evidence. This discretion allows the tribunal to manage the proceedings efficiently and set deadlines that are reasonable and proportionate to the circumstances.
4. **Proactive Case Management:** The provision aligns with the principles of proactive case management. The arbitral tribunal can take an active role in shaping the evidentiary process, ensuring that relevant evidence is presented in a timely manner, contributing to the efficiency of the proceedings.
5. **Equal Treatment of Parties:** The requirement is applicable to all parties, emphasizing the principle of equal treatment. This ensures that each party has an equal opportunity to present evidence and respond to the evidence presented by the other party.
6. **Flexibility in Evidence Presentation:** The provision acknowledges the need for flexibility in the presentation of evidence. Arbitral tribunals may adopt different approaches to evidence depending on the circumstances of the case, and this provision allows for such adaptability.

In summary, Article 27(3) of the CRCICA Rules 2024 empowers the arbitral tribunal to request the production of documents, exhibits, or other evidence at any stage of the proceedings, thereby contributing to effective case management and the presentation of relevant evidence.

**4. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.**

Article 27(4) of the CRCICA Rules 2024 addresses the arbitral tribunal’s authority in relation to the admissibility, relevance, materiality, and weight of the evidence offered during the arbitral proceedings. Here is an analysis of the key aspects of this provision:

1. **Judicial Discretion:** The provision vests the arbitral tribunal with significant discretion in assessing evidence. The tribunal is empowered to make determinations regarding the admissibility, relevance, materiality, and weight of the evidence presented. This is in line with the general principle of arbitral tribunals having broad discretion to conduct proceedings as they see fit.
2. **Admissibility:** The tribunal is responsible for deciding whether the offered evidence is admissible. This involves assessing whether the evidence conforms to the rules and procedures set out in the arbitration agreement and applicable laws. Admissibility also considers the authenticity and reliability of the evidence.
3. **Relevance and Materiality:** The tribunal evaluates the relevance and materiality of the evidence. Relevant evidence is connected to the facts in dispute and has the potential to impact the tribunal’s decision. Materiality pertains to the significance of the evidence in determining the substantive issues in the case.

4. **Weight of the Evidence:** The tribunal determines the weight or probative value of the evidence. This involves assessing the persuasiveness and credibility of the evidence presented by the parties. The weight assigned to evidence influences its impact on the final decision.
5. **Ensuring Fairness and Efficiency:** By giving the tribunal the authority to determine these aspects, the provision promotes fairness and efficiency in the arbitral proceedings. The tribunal can manage the evidence in a manner that ensures a balanced and just consideration of the parties' positions.
6. **Consistency with Arbitral Practice:** Granting the arbitral tribunal the power to assess evidence aligns with established arbitral practices. It reflects the principle that the tribunal is not bound by strict formalities and can adopt procedures tailored to the specific circumstances of each case.
7. **Party Autonomy and Due Process:** While the tribunal has broad discretion, it must still respect the principles of party autonomy and due process. Parties should be given a reasonable opportunity to present their case and respond to the evidence presented by the other party.

In summary, Article 27(4) of the CRCICA Rules 2024 underscores the arbitral tribunal's authority to make determinations regarding the admissibility, relevance, materiality, and weight of the evidence offered during the arbitral proceedings, contributing to the effective and fair resolution of the dispute.

## ARTICLE 28 HEARINGS

1. **The arbitral tribunal shall decide whether to hold hearings for presenting evidence and/or for oral arguments, or whether the arbitration shall be conducted solely on the basis of documents and other materials. The arbitral tribunal shall hold such hearings at an appropriate stage of the arbitration, if so requested by a party.**

Article 28(1) of the CRCICA Rules 2024 addresses the arbitral tribunal's authority to decide on the conduct of hearings for presenting evidence and/or oral arguments. Here is an analysis of the key aspects of this provision:

1. **Tribunal's Discretion:** The provision emphasizes the discretionary power of the arbitral tribunal in deciding whether to hold hearings. This discretion is in line with the flexibility afforded to arbitral tribunals to tailor proceedings based on the nature and complexity of the dispute.
2. **Types of Hearings:** The article contemplates two types of hearings: those for presenting evidence and those for oral arguments. Hearings for presenting evidence typically involve the examination of witnesses and presentation of documents, while hearings for oral arguments allow parties to present their legal positions and address issues before the tribunal.
3. **Documentary Arbitration:** The provision recognizes that arbitration can be conducted solely on the basis of documents and other materials without the need for physical

hearings. This approach, often referred to as “documentary arbitration,” is a cost-effective and time-efficient way to resolve disputes.

4. **Party Request:** The tribunal’s decision to hold hearings is subject to whether a party requests such hearings. This reflects a balance between the tribunal’s discretion and party autonomy. If a party wishes to have hearings, the tribunal should consider this request and determine the appropriateness of holding such hearings.
5. **Appropriate Stage of Arbitration:** The provision contemplates that hearings, if held, should take place at an appropriate stage of the arbitration. This implies that the tribunal may consider factors such as the complexity of the issues, the stage of document exchange, and the overall progress of the proceedings in deciding when to schedule hearings.
6. **Efficiency and Cost-Effectiveness:** By allowing the tribunal to decide on the necessity of hearings, the provision contributes to the efficiency and cost-effectiveness of the arbitration process. Unnecessary hearings can be avoided, and the proceedings can be streamlined based on the needs of the case.
7. **Balancing Oral and Written Proceedings:** The provision recognizes the importance of balancing oral and written proceedings. Some disputes may be adequately resolved through written submissions, while others may benefit from the oral presentation of evidence and arguments.

In summary, Article 28(1) of the CRCICA Rules 2024 grants the arbitral tribunal discretion to determine whether to hold hearings for presenting evidence and/or for oral arguments, with due consideration given to party requests and the appropriateness of the stage in the arbitration process. This flexibility allows for a tailored approach to dispute resolution.

**2. Any hearings may be held in person, remotely by videoconference or other appropriate means, or in a hybrid form, as decided by the arbitral tribunal after consulting with the parties.**

Article 28(2) of the CRCICA Rules 2024 addresses the modalities of hearings during arbitral proceedings. Here is an analysis of the key points covered by this provision:

1. **Flexibility in Hearing Formats:** The article emphasizes the flexibility of the arbitral tribunal in choosing the format of hearings. It recognizes that hearings can take place in person, remotely by videoconference, or through other appropriate means. This approach aligns with the modern trend in arbitration to leverage technological advancements for the efficient and effective resolution of disputes.
2. **Videoconference and Remote Hearings:** The inclusion of remote hearings by videoconference or other means reflects the acceptance and integration of technology in the arbitral process. This is particularly relevant for cases involving parties, legal representatives, and witnesses who may be located in different jurisdictions, offering a convenient and cost-effective alternative to in-person hearings.
3. **Hybrid Hearings:** The provision explicitly mentions the possibility of hybrid hearings. Hybrid hearings involve a combination of in-person and remote participation. This allows for flexibility in accommodating the preferences and circumstances of the parties and their representatives.

4. **Tribunal's Discretion:** The decision on the format of hearings is left to the discretion of the arbitral tribunal. This discretion ensures that the tribunal can tailor the proceedings to the specific needs of the case, taking into account factors such as the nature of the dispute, the location of the parties and witnesses, and any exceptional circumstances.
5. **Consultation with Parties:** The provision requires the arbitral tribunal to consult with the parties before deciding on the format of the hearings. This consultation is essential to consider the preferences of the parties and to address any concerns they may have regarding the chosen format.
6. **Efficiency and Cost-Effectiveness:** Allowing hearings to take place remotely, or in a hybrid format, contributes to the efficiency and cost-effectiveness of the arbitration process. It reduces the need for travel and associated expenses, making the dispute resolution process more accessible and accommodating.
7. **Adaptability to Circumstances:** The article recognizes the importance of adapting to changing circumstances, including those arising from global events, emergencies, or travel restrictions. This adaptability ensures that the arbitral process can continue smoothly, irrespective of external factors.

In summary, Article 28(2) of the CRCICA Rules 2024 provides the arbitral tribunal with the discretion to choose the format of hearings, including in-person, remote, or hybrid options. The requirement to consult with the parties ensures that the chosen format aligns with the preferences and circumstances of the participants, contributing to a flexible and efficient arbitration process.

**3. In the event of a hearing, the arbitral tribunal shall issue directions in this respect, and in relation to paragraphs 1 and 2 of this article, after consulting the parties.**

Article 28(3) of the CRCICA Rules 2024 addresses the procedural steps related to hearings during arbitral proceedings. Here is an analysis of the key points covered by this provision:

1. **Procedural Guidance:** The article stipulates that in the event of a hearing, the arbitral tribunal is mandated to issue directions. These directions serve as procedural guidance, outlining the specific steps and requirements for the conduct of the hearing.
2. **Scope of Directions:** The directions mentioned in the provision relate not only to the hearing itself but also to the content covered in paragraphs 1 and 2 of Article 28. Paragraph 1 discusses the arbitral tribunal's decision on whether to hold hearings for presenting evidence and/or for oral arguments. Paragraph 2 addresses the format of hearings, including options such as in-person, remote by videoconference, or a hybrid format.
3. **Consultation Requirement:** The provision emphasizes the importance of consulting with the parties before issuing directions. This consultation requirement ensures that the parties have an opportunity to express their views and preferences regarding the conduct of hearings and the chosen format. It aligns with the principle of party participation and procedural fairness.
4. **Tailoring Procedures to the Case:** The directions issued by the arbitral tribunal are expected to be tailored to the specific circumstances of the case. This flexibility allows the

tribunal to adapt procedures to the nature of the dispute, the preferences of the parties, and any other relevant factors.

5. **Efficiency and Effectiveness:** By consulting with the parties and issuing specific directions, the arbitral tribunal aims to promote the efficiency and effectiveness of the arbitration process. Clarity on procedural matters contributes to a smooth and well-organized hearing, facilitating the presentation of evidence and oral arguments.
6. **Technology Considerations:** Given the reference to Article 28(2), which allows for hearings by videoconference or other appropriate means, the directions may include guidance on the technological aspects of remote hearings. This could encompass the use of specific platforms, protocols for virtual participation, and measures to ensure the security and reliability of the proceedings.

In summary, Article 28(3) of the CRCICA Rules 2024 empowers the arbitral tribunal to issue directions concerning the conduct of hearings, taking into account the decisions on holding hearings and the chosen format. The requirement to consult with the parties underscores the collaborative nature of arbitration proceedings and the need to consider the parties' perspectives in determining procedural steps.

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

Article 28(4) of the CRCICA Rules 2024 addresses the conditions and manner in which witnesses, including expert witnesses, may be heard during arbitral proceedings. Here is an analysis of the key points covered by this provision:

1. **Flexibility in Hearing Witnesses:** The provision emphasizes flexibility by stating that witnesses, including expert witnesses, may be heard under conditions set by the arbitral tribunal. This flexibility allows the tribunal to adapt the hearing process to the specific circumstances of the case.
2. **Tribunal's Discretion:** The arbitral tribunal is granted discretion in determining the conditions and manner of hearing witnesses. This discretion recognizes that different cases may require different approaches, and the tribunal is best positioned to assess the most suitable methods for eliciting testimony.
3. **Tailoring Procedures to the Case:** By having the authority to set conditions for hearing witnesses, the arbitral tribunal can tailor procedures to the unique characteristics of each case. This may include considerations related to the nature of the evidence, the complexity of the issues, and the preferences of the parties.
4. **Examination Process:** The provision extends the discretion of the arbitral tribunal to the examination of witnesses. The manner in which witnesses are examined may vary, and the tribunal can determine the appropriate approach based on the requirements of the case.
5. **Efficiency and Effectiveness:** Allowing the arbitral tribunal to define the conditions for hearing witnesses contributes to the efficiency and effectiveness of the arbitration process. The tribunal can adopt procedures that streamline the presentation of evidence and promote a focused and well-organized hearing.

6. Consistency with Modern Arbitration Practices: The reference to conditions and examination methods acknowledges the evolution of arbitration practices, including the use of technology for remote hearings and virtual testimony. This aligns with contemporary approaches to arbitration, which increasingly leverage technological advancements.

In summary, Article 28(4) provides the arbitral tribunal with the authority to determine the conditions and manner in which witnesses, including expert witnesses, may be heard during arbitral proceedings. This discretion ensures that the hearing process is tailored to the specific needs of the case, promoting efficiency, fairness, and adaptability in the resolution of disputes.

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

Article 28(5) of the CRCICA Rules 2024 addresses the conduct of hearings during arbitral proceedings. Here is an analysis of the key points covered by this provision:

1. Confidentiality of Hearings: The article begins by stating that hearings shall be held in camera unless the parties agree otherwise. "In camera" means that the hearings are conducted in private, without public access. This emphasizes the default principle of confidentiality in arbitral proceedings, which is a common feature in arbitration to protect the privacy and sensitive information involved in the dispute.
2. Party Agreement on Open Hearings: The provision recognizes the importance of party autonomy by allowing the parties to agree otherwise regarding the confidentiality of hearings. If the parties mutually consent, the hearings may be conducted in an open or less confidential manner.
3. Retirement of Witnesses: The arbitral tribunal is granted the authority to require the retirement of any witness or witnesses, including expert witnesses, during the testimony of other witnesses. This provision enables the tribunal to manage the hearing process effectively and potentially avoid the influence of one witness's testimony on another.
4. Exception for Party Witnesses: An exception is noted in the article, specifying that a witness, including an expert witness, who is a party to the arbitration shall not, in principle, be asked to retire. This recognizes the unique position of party witnesses, who are also participants in the arbitration, and acknowledges that they may be present during the entire hearing process.
5. Balancing Transparency and Confidentiality: The provision reflects a balance between transparency and confidentiality in arbitral proceedings. While defaulting to private hearings enhances confidentiality, the parties have the flexibility to agree to a more open process. The tribunal's authority to manage witness testimony contributes to the fair and orderly conduct of the proceedings.
6. Preservation of Fairness: The provision aims to ensure the fairness of the proceedings by preventing witnesses from being influenced by the testimony of others. This aligns with the general principle of allowing witnesses to provide their accounts without being unduly influenced by the statements of their counterparts.

In summary, Article 28(5) underscores the default confidentiality of hearings, with the option for parties to agree on a different approach. It also grants the arbitral tribunal discretion to manage the presence of witnesses during testimony, while recognizing the unique status of party witnesses. This provision contributes to the overall fairness and efficiency of arbitral proceedings.

## ARTICLE 29

### EXPERTS APPOINTED BY THE ARBITRAL TRIBUNAL

- 1. After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.**

Article 29(1) of the CRCICA Rules 2024 addresses the appointment of independent experts in the context of arbitral proceedings. Here is an analysis of the key elements covered by this provision:

- 1. Arbitral Tribunal's Discretion:** The article begins by highlighting that the arbitral tribunal has the discretion to appoint one or more independent experts. This underscores the tribunal's authority to determine whether the use of expert opinions is necessary or beneficial for the resolution of specific issues in the dispute.
- 2. Consultation with Parties:** The arbitral tribunal is required to consult with the parties before appointing an independent expert. This emphasizes the importance of involving the parties in the decision-making process and seeking their input regarding the necessity and scope of expert involvement.
- 3. Appointment of Independent Experts:** The purpose of appointing independent experts is to have them report in writing on specific issues that the arbitral tribunal needs assistance in determining. This reflects the tribunal's objective to gather specialized and impartial insights to enhance its understanding of technical, scientific, or complex matters relevant to the dispute.
- 4. Terms of Reference:** The terms of reference for the independent expert, which outline the specific issues they are required to address, are established by the arbitral tribunal. This ensures clarity and precision in the scope of the expert's mandate, helping to focus their analysis on the issues that are crucial to the resolution of the dispute.
- 5. Communication to Parties:** The article mandates that a copy of the expert's terms of reference, as established by the arbitral tribunal, shall be communicated to the parties. This transparency ensures that the parties are aware of the scope and parameters within which the expert will operate, allowing them to make informed contributions and observations.

In summary, Article 29(1) provides a framework for the arbitral tribunal to engage independent experts when deemed necessary. The emphasis on consultation with the parties and clear communication of the expert's terms of reference ensures a collaborative and transparent approach to the use of expert opinions in the arbitral proceedings. This mechanism contributes to the tribunal's ability to make well-informed and reasoned decisions on technical or specialized issues.



2. **The expert shall, before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert’s qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert’s appointment, a party may object to the expert’s qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.**

Article 29(2) of the CRCICA Rules 2024 addresses the procedures and considerations related to the appointment of independent experts. Here is an analysis of the key points covered by this provision:

1. **Expert’s Preliminary Submission:** Before accepting the appointment, the independent expert is required to provide the arbitral tribunal and the parties with a description of their qualifications, as well as a statement affirming their impartiality and independence. This initial disclosure sets the stage for transparency and allows parties to assess the expert’s suitability for the role.
2. **Party Objections:** Within a specified time ordered by the arbitral tribunal, parties are given the opportunity to raise objections regarding the expert’s qualifications, impartiality, or independence. This process ensures that parties can voice concerns early in the proceedings, contributing to the overall fairness and integrity of the expert’s role.
3. **Tribunal’s Decision on Objections:** The arbitral tribunal is tasked with promptly deciding whether to accept any objections raised by the parties regarding the expert’s qualifications, impartiality, or independence. This decision-making authority underscores the tribunal’s responsibility to address concerns and maintain the credibility of the expert appointment.
4. **Post-Appointment Objections:** After the expert’s appointment, a party can still object to the expert’s qualifications, impartiality, or independence, but only if the objection is based on reasons that the party becomes aware of after the appointment. The time limit for such post-appointment objections is not explicitly mentioned but is subject to the arbitral tribunal’s determination.
5. **Prompt Decision on Post-Appointment Objections:** Similar to objections raised before the appointment, the arbitral tribunal is required to decide promptly on any objections made by a party after the expert’s appointment, considering the reasons presented. This ensures that any concerns are addressed in a timely manner.

In summary, Article 29(2) establishes a framework for the appointment of independent experts, emphasizing transparency, early disclosure of expert qualifications, and a mechanism for parties to raise objections. The provision seeks to maintain the integrity of the expert’s role and address any concerns promptly throughout the arbitral proceedings.

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

Article 29(3) of the CRCICA Rules 2024 outlines the procedures and responsibilities regarding the provision of information and documents to independent experts appointed by the arbitral tribunal. Here is an analysis of the key aspects covered by this provision:

1. **Parties' Obligation to Provide Information:** The article imposes an obligation on the parties to furnish the independent expert, the arbitral tribunal, and the other party(s) with any relevant information. This obligation underscores the cooperative nature of the arbitral process, where the parties are expected to actively contribute to the expert's understanding of the issues in question.
2. **Production of Relevant Documents or Goods:** In addition to providing information, the parties are required to produce, for the expert's inspection, any relevant documents or goods that the expert may deem necessary. This provision allows the expert to access materials essential for their analysis, promoting a thorough and informed assessment.
3. **Dispute Resolution Mechanism:** Any dispute that arises between a party and the appointed expert regarding the relevance of the required information or production is to be referred to the arbitral tribunal for resolution. This mechanism ensures that disputes concerning the expert's requests are addressed within the arbitral framework.
4. **Arbitral Tribunal's Decision:** The arbitral tribunal is entrusted with the authority to decide on disputes related to the relevance of the information or production of documents or goods. This empowers the tribunal to intervene and resolve disagreements, maintaining control over the expert's access to necessary materials.

In summary, Article 29(3) emphasizes the parties' duty to cooperate with the independent expert by providing relevant information and facilitating access to pertinent documents or goods. The inclusion of a dispute resolution mechanism ensures that any disagreements regarding the scope or relevance of information are resolved by the arbitral tribunal, contributing to the effective functioning of the expert-driven process.

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

Article 29(4) of the CRCICA Rules 2024 addresses the procedures to be followed once the expert appointed by the arbitral tribunal submits their report. Here is an analysis of the key points covered by this provision:

1. **Communication of Expert's Report:** Upon receiving the expert's report, the arbitral tribunal is required to promptly communicate a copy of the report to the parties involved in the arbitration. This ensures transparency and provides the parties with access to the findings and opinions of the expert.
2. **Opportunity for Parties to Express Opinion:** The article affords the parties the opportunity to express their opinions on the expert's report. This is typically done in writing, allowing the parties to submit their comments, observations, or objections regarding the content of the report.

3. Entitlement to Examine Supporting Documents: A noteworthy provision is that a party is entitled to examine any document on which the expert has relied in preparing the report. This grants the parties the right to scrutinize the basis of the expert’s conclusions and ensures a fair and open process.

The inclusion of these provisions reflects principles of fairness, transparency, and the parties’ right to be heard. By allowing the parties to comment on the expert’s report and examine the underlying documents, the article promotes a balanced and participatory approach to the consideration of expert evidence in the arbitral proceedings.

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

Article 29(5) of the CRCICA Rules 2024 outlines the procedures and rights related to the expert’s involvement in the arbitral proceedings after submitting their report. Here is an analysis of the key points covered by this provision:

1. Request for Expert Hearing: The article allows any party to request a hearing with the expert after the delivery of the expert’s report. This hearing provides an opportunity for further clarification, questioning, and discussion regarding the contents of the expert’s findings.
2. Presence and Interrogation at the Hearing: At the hearing, the parties have the right to be present, and they are entitled to interrogate the expert. This ensures that the parties can actively engage with the expert, seek clarifications, and address any concerns or questions they may have about the expert’s report.
3. Presentation of Expert Witnesses by Parties: The article permits any party to present its own expert witnesses during this hearing. This provision facilitates a more comprehensive and balanced exchange of expert opinions on the points at issue in the arbitration.
4. Applicability of Article 28 (Hearing Procedures): The article explicitly states that the provisions of Article 28 of the CRCICA Rules 2024, which relate to the procedures for hearings, are applicable to the proceedings involving the expert hearing. This ensures consistency and adherence to established rules for the conduct of hearings.

By allowing an expert hearing and the presentation of additional expert witnesses, Article 29(5) contributes to a more thorough examination of expert evidence, fostering a fair and robust arbitration process. The involvement of parties in interrogating the expert and presenting their own expert witnesses enhances the adversarial nature of the proceedings.

### ARTICLE 30 DEFAULT

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

- a. **The claimant has failed to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so; or**
- b. **The respondent has failed to communicate its response to the notice of arbitration or its statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant’s allegations; the provisions of this subparagraph also apply to a claimant’s failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.**

Article 30(1) of the CRCICA Rules 2024 establishes the consequences if either the claimant or the respondent fails to communicate the required documents within the specified time frame. Here is an analysis of the key points covered by this provision:

1. **Failure by the Claimant:** If the claimant fails to communicate its statement of claim within the prescribed period and does not show sufficient cause for the delay, the arbitral tribunal is empowered to issue an order for the termination of the arbitral proceedings. However, the article introduces flexibility by allowing the tribunal to continue the proceedings if there are remaining matters that may need to be decided, and if the tribunal deems it appropriate to do so.
2. **Failure by the Respondent:** If the respondent fails to communicate its response to the notice of arbitration or its statement of defence within the stipulated time frame and does not show sufficient cause, the arbitral tribunal shall order that the proceedings continue. Importantly, the failure of the respondent to respond within the designated period is not treated as an admission of the claimant’s allegations. This provision recognizes that a respondent’s failure to respond should not automatically imply acceptance of the claimant’s claims.
3. **Applicability to Counterclaims or Set-Offs:** The provisions of subparagraph (b) also extend to situations where a claimant fails to submit a defence to a counterclaim or to a claim for the purpose of a set-off. This ensures consistency in the treatment of both claimant and respondent defaults in the context of counterclaims and set-offs.

Article 30(1) aims to balance the need for procedural efficiency with fairness. While it allows for the termination of proceedings in cases of unjustified delays, it also provides discretion for the tribunal to continue if there are valid reasons or remaining issues to be addressed. Additionally, it emphasizes that a respondent’s failure to respond should not be construed as an admission of the claimant’s allegations, maintaining fairness in the arbitration process.

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

Article 30(2) of the CRCICA Rules 2024 addresses the scenario where a party, duly notified under the rules, fails to appear at a hearing without providing sufficient cause for this failure. Here is an analysis of the key points covered by this provision:

1. **Failure to Appear at a Hearing:** The article specifically deals with situations where a party, despite being duly notified, fails to appear at a scheduled hearing in the arbitral proceedings.

2. Proceeding with the Arbitration: In case of the party's unexplained absence, and without a showing of sufficient cause for such failure, the arbitral tribunal is granted the authority to proceed with the arbitration. This underscores the tribunal's discretion to continue the proceedings despite the non-participation of one of the parties in a hearing.

Article 30(2) reflects the importance of parties actively participating in the arbitration process, particularly during hearings. It acknowledges that, in the absence of a valid explanation for non-appearance, the arbitral tribunal has the discretion to move forward with the proceedings. This provision aims to balance the efficiency of the arbitration process with the principle that parties should have an opportunity to present their case and engage in the proceedings.

3. **If a party, duly invited by the arbitral tribunal to submit documents, exhibits or other evidence, fails to do so within the established time limits, without showing sufficient cause for such failure, the arbitral tribunal may draw the necessary inferences and make the award on the evidence before it.**

Article 30(3) of the CRCICA Rules 2024 addresses the scenario where a party, having been duly invited by the arbitral tribunal to submit documents, exhibits, or other evidence, fails to do so within the established time limits without providing sufficient cause. Here is an analysis of the key points covered by this provision:

1. Failure to Submit Documents or Evidence: The article pertains to situations where a party, despite being duly invited by the arbitral tribunal, fails to submit required documents, exhibits, or other evidence within the specified time limits.
2. Consequences of Non-Compliance: In the absence of a valid explanation or sufficient cause for the party's failure to submit the required materials, the arbitral tribunal is empowered to draw necessary inferences from the available evidence. This implies that the tribunal may consider the evidence before it, even if it is incomplete due to the non-compliance of one of the parties.
3. Authority to Make the Award: The provision indicates that, based on the evidence before it, the arbitral tribunal has the authority to proceed and make the award. This underscores the tribunal's discretion to make determinations based on the information and evidence that has been properly presented, taking into account the non-compliance of a party.

Article 30(3) emphasizes the importance of parties adhering to established time limits for the submission of evidence. The provision enables the arbitral tribunal to address situations where a party's failure to comply with these requirements may impact the proceedings, allowing the tribunal to draw inferences and proceed to make an award based on the available evidence.

## ARTICLE 31 CLOSURE OF PROCEEDINGS

1. **At an appropriate stage, the arbitral tribunal shall declare the proceedings closed.**

Article 31(1) of the CRCICA Rules 2024 addresses the closure of arbitral proceedings. Here is an analysis of the key points covered by this provision:

1. **Timing of Closure:** The article stipulates that the arbitral tribunal shall declare the proceedings closed at an appropriate stage. This indicates that the closure is not automatic but should occur at a point in the proceedings deemed suitable by the arbitral tribunal.
2. **Discretion of the Arbitral Tribunal:** The decision to close the proceedings is left to the discretion of the arbitral tribunal. This recognizes that the tribunal, being actively involved in the proceedings, is in the best position to determine when it is appropriate to bring the proceedings to a close.
3. **Implications of Closure:** The closure of proceedings signifies a stage where the tribunal considers that the parties have presented their cases, evidence has been submitted, and arguments have been heard to a satisfactory extent. After closure, the tribunal typically proceeds to deliberate and render an award.

Article 31(1) reflects a procedural step in the arbitration process, marking the conclusion of the presentation of evidence and arguments by the parties. It signals that the arbitral tribunal is ready to move on to the next phase, which often involves deliberation, analysis, and the drafting of the final award. The timing of closure is at the discretion of the tribunal, emphasizing flexibility based on the circumstances of each case.

2. **The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon the request of a party, to reopen the proceedings at any time before the award is made.**

Article 31(2) of the CRCICA Rules 2024 addresses the circumstances under which the arbitral tribunal may decide to reopen the arbitral proceedings. Here is an analysis of the key points covered by this provision:

1. **Exceptional Circumstances:** The article specifies that the arbitral tribunal may reopen the proceedings if it considers it necessary due to exceptional circumstances. This acknowledges that certain situations may arise that warrant a re-examination of the case, even after the proceedings have been declared closed.
2. **Initiation of Reopening:** The decision to reopen the proceedings can be initiated either by the arbitral tribunal on its own initiative or in response to a request from one of the parties involved in the arbitration.
3. **Flexibility and Discretion:** The provision underscores the flexibility and discretion granted to the arbitral tribunal. It recognizes that exceptional circumstances may emerge unexpectedly, and the tribunal should have the authority to address them as needed.
4. **Timing of Reopening:** Importantly, the article allows for reopening at any time before the award is made. This flexibility ensures that the tribunal has the latitude to revisit the proceedings if circumstances arise, regardless of the stage of the arbitration process.

Article 31(2) provides a mechanism for the arbitral tribunal to respond to unforeseen and exceptional situations that may impact the fairness or completeness of the arbitration. It reflects a commitment to maintaining a just and effective arbitral process by allowing for the reconsideration of proceedings when warranted by exceptional circumstances.

## ARTICLE 32

### WAIVER OF RIGHT TO OBJECT

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

Article 32 of the CRCICA Rules 2024 deals with the consequences of a party's failure to promptly object to noncompliance with the rules or requirements of the arbitration agreement. Here is an analysis of the key points covered by this provision:

1. **Timely Objection Requirement:** The article establishes a requirement for parties to promptly raise objections in the case of noncompliance with the CRCICA Rules or any requirement of the arbitration agreement.
2. **Deemed Waiver:** If a party fails to object promptly, the article specifies that such failure will be deemed a waiver of the right to make the objection. In legal terms, a waiver is the voluntary relinquishment or abandonment of a known right.
3. **Exception for Justified Failure to Object:** The provision includes an exception that allows a party to avoid the waiver consequence if it can show that, under the circumstances, its failure to object was justified. This recognizes that there may be situations where a party has a valid reason for not raising an objection promptly.
4. **Preservation of Rights through Timely Objection:** The underlying principle is to encourage parties to promptly identify and raise objections to noncompliance. This ensures the timely resolution of procedural issues and allows the arbitral proceedings to proceed smoothly.

Article 32 aims to promote procedural efficiency and fairness in arbitral proceedings by emphasizing the importance of timely objections. It strikes a balance by allowing for exceptions in cases where a party can demonstrate a justifiable reason for not raising an objection promptly. This provision encourages parties to actively participate in the arbitration process and to address procedural concerns in a timely manner.

**SECTION IV  
THE AWARD****ARTICLE 33  
DECISIONS**

- 1. When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.**

Article 33(1) of the CRCICA Rules 2024 addresses the decision-making process within the arbitral tribunal when there is more than one arbitrator. Here is an analysis of the key points covered by this provision:

- 1. Majority Decision Requirement:** The article stipulates that any award or other decision of the arbitral tribunal must be made by a majority of the arbitrators. This means that, in a multi-arbitrator panel, a decision will be reached based on the agreement of more than half of the arbitrators.
- 2. Consensus Not Required:** Unlike some arbitration rules that may require a unanimous decision of the arbitrators, Article 33(1) allows for a majority decision. This approach promotes efficiency and avoids potential deadlock situations that could arise in cases of absolute consensus requirements.
- 3. Flexibility in Decision-Making:** Allowing a majority decision provides flexibility and recognizes that arbitrators may have differing views. It enables the tribunal to move forward with the resolution of the dispute as long as a majority is in agreement.
- 4. Applicability to Any Decision:** The provision is not limited to awards but includes any other decision of the arbitral tribunal. This could encompass procedural decisions, interim measures, or any other determinations made during the course of the arbitration.

Article 33(1) reflects a pragmatic approach to decision-making in multi-arbitrator panels, recognizing that achieving unanimity may not always be feasible. By requiring only a majority agreement, the rule aims to facilitate the resolution of disputes in a timely and effective manner while still ensuring a fair and deliberative process within the arbitral tribunal.

- 2. In the case of procedural matters, when there is no majority or when the arbitral tribunal so authorises, the presiding arbitrator may decide alone, subject to revision, if any, by the arbitral tribunal.**

Article 33(2) of the CRCICA Rules 2024 deals specifically with the decision-making authority in procedural matters within a multi-arbitrator tribunal. Here is an analysis of the key points covered by this provision:

- 1. Procedural Matters Defined:** Article 33(2) applies specifically to procedural matters. Procedural matters generally include issues related to the conduct of the arbitration rather than substantive aspects of the dispute.
- 2. Presiding Arbitrator's Authority:** The provision grants authority to the presiding arbitrator to decide alone on procedural matters in certain circumstances. The presiding arbitrator is one of the arbitrators designated to play a leadership role in the arbitral tribunal.



3. **Conditions for Presiding Arbitrator’s Decision:** The presiding arbitrator can decide alone in cases where there is no majority on a procedural matter. Additionally, the provision allows the arbitral tribunal to grant authorisation for the presiding arbitrator to decide alone even when a majority exists. This flexibility is provided to streamline decision-making on procedural issues.
4. **Subject to Revision by the Arbitral Tribunal:** While the presiding arbitrator may decide alone, this decision is subject to revision by the full arbitral tribunal. This ensures a system of checks and balances, allowing the other arbitrators to review and potentially revise decisions made by the presiding arbitrator.
5. **Balancing Efficiency and Fairness:** The provision strikes a balance between efficiency and fairness. Allowing the presiding arbitrator to handle certain procedural matters alone can expedite the arbitration process, while the provision for revision by the full tribunal ensures that decisions align with the overall objectives of fairness and due process.

In summary, Article 33(2) provides a mechanism for handling procedural matters efficiently within a multi-arbitrator tribunal, with due consideration given to the authority of the presiding arbitrator and the oversight of the full arbitral tribunal.

#### **ARTICLE 34 FORM AND EFFECT OF THE AWARD**

##### **1. The arbitral tribunal may make separate awards on different issues at different times.**

Article 34(1) of the CRCICA Rules 2024 addresses the tribunal’s authority to issue separate awards on different issues at different times. Here is an analysis of the key points covered by this provision:

1. **Discretion of the Arbitral Tribunal:** The provision grants the arbitral tribunal the discretion to make separate awards. This discretion allows the tribunal to structure the arbitration proceedings in a manner it deems most effective and efficient.
2. **Flexibility in Issuing Awards:** Allowing separate awards provides flexibility in the arbitration process. The tribunal can choose to address distinct issues independently rather than waiting to resolve all matters in a single comprehensive award. This flexibility can be particularly useful in complex arbitrations where issues may arise at different stages or require separate consideration.
3. **Efficiency and Timeliness:** The provision supports the efficiency of the arbitration process. By issuing awards on different issues at different times, the tribunal can expedite the resolution of specific matters without waiting to resolve the entire dispute. This can be beneficial in promoting a more timely resolution for the parties involved.
4. **Tailoring the Process to the Dispute:** The discretion to make separate awards allows the arbitral tribunal to tailor its approach to the specific needs and complexities of the dispute. Certain issues may be more urgent or require prompt resolution, and the tribunal can address them separately.

5. Potential for Final and Partial Awards: The provision implicitly recognizes the possibility of both final awards, resolving the entire dispute, and partial awards, addressing specific issues. This aligns with the practice in arbitration where tribunals may issue partial awards on liability before addressing issues related to quantum or damages.
6. Consideration of Procedural and Substantive Matters: Separate awards can cover both procedural and substantive matters. The tribunal may, for example, issue a preliminary award on jurisdiction before proceeding to address the merits of the case.

In summary, Article 34(1) empowers the arbitral tribunal to make separate awards on different issues at different times, providing flexibility and efficiency in the arbitration process based on the unique circumstances of each case.

**2. All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.**

Article 34(2) of the CRCICA Rules 2024 outlines key provisions regarding the form, finality, and binding nature of awards. Here is an analysis of the article:

1. Written Form of Awards: The provision mandates that all awards must be made in writing. This requirement ensures that the decisions of the arbitral tribunal are documented and communicated clearly to the parties. A written award provides a formal record of the tribunal's findings, reasoning, and conclusions.
2. Finality of Awards: The article emphasizes that awards made under the CRCICA Rules are final. This means that, once issued, the decisions are conclusive and not subject to further review within the arbitral process. The finality of awards is a fundamental principle in arbitration, promoting the resolution of disputes without prolonged legal challenges.
3. Binding Nature of Awards: Awards rendered under the CRCICA Rules are not only final but also binding on the parties. The binding nature of awards signifies that the parties are legally obligated to comply with the tribunal's decisions. This ensures the enforceability of arbitration outcomes and contributes to the efficacy of the dispute resolution process.
4. Enforcement of Awards: The provision indirectly addresses the enforceability of awards by stating that parties shall carry out all awards without delay. This reinforces the contractual obligation of the parties to implement the decisions of the arbitral tribunal promptly. The swift enforcement of awards contributes to the overall effectiveness of the arbitration process.
5. Certainty and Legal Effect: Requiring awards to be in writing, final, and binding enhances legal certainty. Parties can rely on the conclusiveness of the arbitral tribunal's decisions, facilitating the resolution of their dispute. Certainty in the legal effect of awards encourages compliance and discourages further legal challenges.
6. Avoidance of Protracted Disputes: By stipulating that awards are final and binding, the provision aligns with the objective of arbitration to provide a swift and conclusive resolution to disputes. This helps avoid protracted legal battles and promotes the efficient resolution of conflicts.

In summary, Article 34(2) of the CRCICA Rules 2024 underscores the importance of the written form, finality, and binding nature of awards, emphasizing the parties' obligation to implement the tribunal's decisions without delay.

**3. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.**

Article 34(3) of the CRCICA Rules 2024 addresses the requirement for the arbitral tribunal to provide reasons for its award. Here is an analysis of the article:

1. **Reasons for the Award:** The provision mandates that the arbitral tribunal shall state the reasons upon which the award is based. This requirement is fundamental to the transparency and legitimacy of the arbitration process. Providing reasons ensures that the parties and other stakeholders understand the rationale behind the tribunal's decision.
2. **Transparency and Accountability:** Requiring the tribunal to state reasons enhances the transparency of the arbitral process. The parties are entitled to know why a particular decision was reached. Transparency, in turn, fosters accountability, as the tribunal's reasoning can be subject to scrutiny by the parties and, if necessary, by courts during any enforcement or challenge proceedings.
3. **Exception for Parties' Agreement:** The provision includes an exception stating that reasons need not be given if the parties have agreed otherwise. This recognizes the principle of party autonomy in arbitration. Parties have the freedom to shape the procedures of their arbitration, including whether or not reasons should be provided. However, it is common for arbitration agreements to default to the expectation that reasons will be given.
4. **Facilitating Review and Understanding:** The requirement for stating reasons facilitates a meaningful review of the award. If parties choose to challenge the award or seek its enforcement, the availability of reasons allows reviewing authorities to assess the validity and correctness of the tribunal's decision. It also helps the parties understand the basis for the award, which can be important for post-arbitration relations and compliance.
5. **Legal Certainty:** Providing reasons contributes to legal certainty. The parties are better informed about the legal and factual considerations that led to the award. This clarity reduces the likelihood of ambiguity or misunderstandings, promoting a more stable and predictable dispute resolution process.

In summary, Article 34(3) underscores the importance of the arbitral tribunal providing reasons for its award, except when the parties have agreed otherwise. This requirement aligns with the principles of transparency, accountability, and legal certainty in arbitration.

**4. An award shall be signed by the arbitrators and it shall contain the date on which the award was made, the arbitration agreement and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.**

Article 34(4) of the CRCICA Rules 2024 addresses the formal requirements for an arbitral award. Here is an analysis of the article:

1. **Signature Requirement:** The provision mandates that an award shall be signed by the arbitrators. This is a standard procedural requirement in arbitration, ensuring that the arbitrators formally endorse the decision. The signature is a manifestation of the arbitrators' agreement or concurrence with the contents of the award.
2. **Content of the Award:** The article specifies the information that must be included in the award:
  - a. **Date of the Award:** The award must contain the date on which it was made. This information is crucial for determining the timeliness of the award and may have implications for any deadlines related to challenges or enforcement.
  - b. **Arbitration Agreement:** The award must reference the arbitration agreement. This ensures a clear connection between the decision and the agreement that empowered the tribunal to arbitrate the dispute.
  - c. **Place of Arbitration:** The award should indicate the place of arbitration. This information is relevant for establishing the legal and procedural context of the arbitration.
3. **Failure to Sign:** In cases where there is more than one arbitrator and any of them fails to sign the award, the article requires that the award state the reason for the absence of the signature. This adds a layer of transparency to the process and provides an explanation for any irregularities in the signing of the award.
4. **Procedural Regularity:** The signature requirement contributes to the procedural regularity and formal validity of the award. It signifies that the arbitrators have considered and agreed upon the decision rendered. The content requirements help create a comprehensive and unambiguous award.
5. **Enforcement and Challenge Considerations:** The formalities prescribed by this article can have implications for the subsequent stages of the arbitration process. When seeking enforcement or facing a challenge, compliance with these formal requirements becomes important. Courts may consider these elements when deciding on the validity and enforceability of an arbitral award.

In summary, Article 34(4) establishes the necessary formalities for an arbitral award, ensuring that it is signed by the arbitrators, contains specific information, and addresses any failures to sign in cases of multiple arbitrators. These requirements contribute to the integrity and enforceability of the arbitral process.

#### **5. The arbitral tribunal shall send a draft of the award to the Centre for review as to its form.**

Article 34(5) of the CRCICA Rules 2024 introduces a procedural step involving the review of the draft award by the Centre. Here is an analysis of the article:

1. **Submission of Draft Award:** The provision stipulates that the arbitral tribunal must send a draft of the award to the Centre. This implies that, before the final version is issued, the tribunal is required to prepare a preliminary or draft form of the award.

2. **Review by the Centre:** The purpose of submitting the draft to the Centre is for a review, specifically focusing on its form. “Form” in this context typically refers to the structure, style, and procedural regularity of the award rather than its substantive content.
3. **Quality Control Mechanism:** Inclusion of this step suggests that the Centre plays a role in ensuring a certain level of quality control and conformity with procedural requirements. This can contribute to consistency in the awards issued under the CRCICA Rules and help avoid potential issues related to form.
4. **Potential Corrections or Suggestions:** The Centre’s review may lead to corrections or suggestions regarding the form of the award. This collaborative approach aims to enhance the overall quality of the arbitral process.
5. **Efficiency and Procedural Streamlining:** By involving the Centre in the form review, the provision may contribute to the efficiency and procedural streamlining of the arbitration process. It allows for a check on the technical aspects of the award before it is finalized and officially issued.
6. **Separation of Powers:** The fact that the Centre reviews the form of the award underscores the separation of powers between the arbitral tribunal and the administering institution. While the tribunal has the primary role in deciding the substance of the award, the Centre, as an administering institution, may have a role in ensuring certain procedural standards are met.
7. **Consistency and Compliance:** This procedural step aligns with the broader goal of promoting consistency and compliance with the CRCICA Rules. It reinforces the importance of adherence to established procedures in the interest of fairness and the effectiveness of the arbitral process.

In summary, Article 34(5) introduces a mechanism for the review of the draft award by the Centre, focusing on its form. This collaborative step aims to enhance the quality and procedural regularity of arbitral awards issued under the CRCICA Rules.

6. **The arbitral tribunal shall communicate to the Centre as many signed originals as there are parties and arbitrators, plus two signed originals for the Centre. The Centre shall communicate the award to the parties as soon as practicable after affixing its seal to the award, provided that the Costs in accordance with article 41, paragraph 2 of the Rules have been fully paid to the Centre by the parties or by one of them.**

Article 34(6) of the CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules 2024 addresses the communication and distribution of the arbitral award. Here’s an analysis of this provision:

1. **Multiple Originals of the Award:** The article begins by stating that the arbitral tribunal must provide the Centre with as many signed originals of the award as there are parties and arbitrators involved in the arbitration, in addition to two signed originals for the Centre itself. This requirement ensures that each party, each arbitrator, and the Centre have copies of the signed award.
2. **Efficient Communication:** The provision emphasizes the importance of efficient communication. Once the arbitral tribunal has prepared and signed the award, it is

expected to transmit these documents promptly to the Centre. This ensures that the award is not unduly delayed in reaching the parties.

3. **Centre's Role:** The Centre plays a central role in the distribution of the award. It receives the signed originals and is responsible for affixing its seal to the award. This sealing process is an important step in finalizing the award and confirming its authenticity.
4. **Award Distribution to Parties:** After the Centre has affixed its seal to the award, it is obligated to communicate the award to the parties. This means sending copies of the award to all parties involved in the arbitration. This communication is a key step in making the award legally effective and binding on the parties.
5. **Conditional Release:** The article includes a condition for the Centre to release the award to the parties. It states that the award will be communicated to the parties "as soon as practicable" after the Centre has sealed it, provided that the costs associated with the arbitration, as per Article 41, paragraph 2 of the Rules, have been fully paid by the parties or one of them.
6. **Costs Requirement:** The requirement for the full payment of costs before award communication is a common practice in arbitration rules. It ensures that the administrative expenses of the arbitration are covered before the parties receive the award. This helps to avoid disputes over unpaid fees and promotes the efficient operation of the Centre.

In summary, Article 34(6) of the CRCICA Rules 2024 outlines the process for communicating and distributing the arbitral award. It underscores the need for efficiency in this process, highlights the Centre's role in sealing and communicating the award, and sets a condition that the costs must be fully paid before the award is released to the parties. This provision contributes to the orderly and effective conclusion of arbitration proceedings under the CRCICA Rules.

**7. Additional copies certified true by the Centre shall be made available on request and at any time to the parties or their authorised representatives to this effect, but to no one else. The Centre shall collect a fixed fee for providing this service.**

Article 34(7) of the CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules 2024 deals with the availability of additional copies of the arbitral award and the associated fee. Here's an analysis of this provision:

1. **Availability of Additional Copies:** This article states that additional copies of the arbitral award, certified as true by the Centre, can be made available upon request. These additional copies are intended for the parties to the arbitration or their authorized representatives. The provision explicitly restricts the availability of these certified copies to only the parties and their representatives.
2. **Confidentiality:** By limiting access to certified copies to the parties and their authorized representatives, the provision helps maintain the confidentiality of the arbitral award. This is important because arbitration proceedings often involve sensitive and proprietary information, and limiting access to those directly involved in the case helps protect this confidentiality.

3. **Fee for the Service:** The Centre has the authority to collect a fixed fee for providing this service of certifying additional copies of the award. This fee is typically a reasonable charge to cover administrative costs associated with producing and certifying copies. It ensures that the Centre can recover its expenses for this service.
4. **Client Privilege:** Providing certified copies to authorized representatives is in line with legal and professional practices that recognize the attorney-client privilege. Authorized representatives are typically legal counsel or individuals with the legal authority to act on behalf of a party, and they may need certified copies of the award for various legal and enforcement purposes.
5. **Transparency and Access Control:** By allowing the parties and their authorized representatives to request certified copies, the CRCICA Rules balance the need for transparency in arbitration proceedings with the importance of controlling access to sensitive information. This promotes fairness and accountability in the arbitration process.

In summary, Article 34(7) of the CRCICA Rules 2024 ensures that certified copies of the arbitral award are made available to the parties and their authorized representatives upon request, while maintaining confidentiality and control over access to these documents. The provision also permits the Centre to charge a fixed fee for this service to cover administrative costs.

#### **ARTICLE 35 RENDERING THE FINAL AWARD**

**Unless the parties have agreed in writing on a time limit for rendering the final award, the arbitral tribunal shall determine the time limit for rendering the final award, at its discretion, without prejudice to the provisions of article 12, paragraph 6 and article 17, paragraph 1 of the Rules.**

Article 35 of the CRCICA Rules 2024 pertains to the time limit for rendering the final award in the absence of a written agreement by the parties. Let us analyse its key elements:

1. **Absence of Written Agreement:** The article starts by addressing situations where the parties have not agreed in writing on a specific time limit for rendering the final award.
2. **Discretion of the Arbitral Tribunal:** In the absence of a written agreement, the arbitral tribunal is granted the discretion to determine the time limit for rendering the final award. This means that the tribunal has the authority to set the period within which it intends to deliver the final award.
3. **Reference to Other Rules:** The article explicitly mentions that this determination of the time limit is to be done “without prejudice to the provisions of article 12, paragraph 6, and article 17, paragraph 1 of the Rules.” This indicates that while the tribunal has the discretion to set the time limit, it must do so in consideration of the provisions in Article 12(6) (related to avoiding delays) and Article 17(1) (related to conducting proceedings efficiently and avoiding unnecessary delay and expense).

In summary, Article 35 provides the arbitral tribunal with the discretion to set the time limit for rendering the final award when the parties have not agreed upon a specific timeframe in writing.

However, this discretion is subject to the overarching principles outlined in Article 12(6) and Article 17(1) of the CRCICA Rules, emphasizing the importance of avoiding delays and conducting proceedings efficiently.

## ARTICLE 36 APPLICABLE LAW AND AMIABLE COMPOSITEUR

- 1. The arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law which has the closest connection to the dispute.**

Article 36(1) of the CRCICA Rules 2024 addresses the applicable rules of law in arbitral proceedings. Let us break down its key elements:

- 1. Party Autonomy in Designating Applicable Law:** The article emphasizes the principle of party autonomy by stating that the arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. This means that parties have the freedom to choose the legal framework that will govern their dispute.
- 2. Absence of Designation by the Parties:** In cases where the parties have not designated a specific set of rules or laws to govern their dispute, the article provides guidance on how the arbitral tribunal should proceed.
- 3. Closest Connection to the Dispute:** The arbitral tribunal, in the absence of a designation by the parties, is instructed to apply the law that has the closest connection to the dispute. This is a principle often used in private international law, where the law most closely associated with the circumstances of the case is applied.

In summary, Article 36(1) upholds the principle of party autonomy by allowing the parties to choose the applicable rules of law. In the absence of such a designation, the arbitral tribunal is directed to apply the law that has the closest connection to the dispute, ensuring a fair and contextually relevant resolution in accordance with established legal principles.

- 2. The arbitral tribunal shall decide as amiable compositeur or *ex aequo et bono* only if the parties have expressly authorised the arbitral tribunal to do so.**

Article 36(2) of the CRCICA Rules 2024 introduces the principle that the arbitral tribunal may decide as amiable compositeur or *ex aequo et bono* only if the parties have expressly authorized the tribunal to do so. Let us break down its key elements:

- 1. Limited Application of Amiable Compositeur or Ex Aequo et Bono:** The article restricts the tribunal's authority to decide as amiable compositeur or *ex aequo et bono*. These are principles that allow arbitrators to decide a case based on fairness and equity rather than strictly applying the law.
- 2. Express Authorisation Requirement:** The parties must expressly authorize the arbitral tribunal to apply the principles of amiable compositeur or *ex aequo et bono*. This requirement ensures that the tribunal does not resort to these principles arbitrarily but only when the parties have deliberately granted such authority.



3. Preservation of Party Autonomy: By requiring explicit authorisation, the article respects and preserves the principle of party autonomy. Parties are given control over the procedural framework and legal principles that will be applied in their arbitration.

In summary, Article 36(2) underscores the importance of party consent in adopting alternative decision-making principles such as amiable compositeur or ex aequo et bono. This provision ensures that the tribunal acts within the boundaries set by the parties and reinforces the principle of party autonomy in arbitral proceedings.

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

Article 36(3) of the CRCICA Rules 2024 outlines the guiding principles that the arbitral tribunal should follow when making decisions. Let us break down the key elements:

1. Primacy of Contractual Terms: The article emphasizes that, in all cases, the arbitral tribunal shall decide in accordance with the terms of the contract. This underscores the fundamental principle of party autonomy in arbitration. The parties' agreement, as reflected in the contract, is the primary source for determining their rights and obligations.
2. Consideration of Usage of Trade: In addition to contractual terms, the arbitral tribunal is instructed to take into account any usage of trade applicable to the transaction. Usage of trade refers to common practices or customs within a particular industry or field of business. Considering such practices adds a commercial and contextual dimension to the decision-making process.
3. Balancing Contractual Terms and Trade Usage: The article suggests a harmonious approach where the arbitral tribunal must balance the specific terms of the contract with any relevant usage of trade. This reflects a pragmatic approach to decision-making, ensuring that the tribunal considers both the parties' agreed-upon terms and broader industry practices.

In summary, Article 36(3) reinforces the importance of adhering to the parties' contractual arrangements. It recognizes that, in addition to the contract, trade usages may play a role in shaping the tribunal's decisions, promoting a nuanced and context-specific approach to dispute resolution.

- 4. The law applicable to the arbitration agreement shall be the law of the place of arbitration, unless the parties agree in writing on the application of other laws or rules of law.**

Article 36(4) of the CRCICA Rules 2024 addresses the law applicable to the arbitration agreement. Here are the key points:

1. Default Rule - Law of the Place of Arbitration: The default rule established by Article 36(4) is that the law applicable to the arbitration agreement shall be the law of the place of arbitration. The "place of arbitration" refers to the geographical location determined by the parties for conducting the arbitration proceedings.
2. Party Autonomy to Choose Applicable Law: The article recognizes the principle of party autonomy. Parties are free to agree in writing on the application of laws other than the

law of the place of arbitration to govern their arbitration agreement. This reflects the general flexibility and autonomy afforded to parties in international arbitration.

3. **Emphasis on Written Agreement:** The requirement for the parties to agree in writing underscores the significance of a clear and explicit expression of their intentions. This ensures that any departure from the default rule is based on a conscious decision made by the parties.
4. **Legal Certainty and Predictability:** By providing a default rule while allowing parties to choose an alternative, the article seeks to balance legal certainty with the flexibility needed to accommodate the diverse preferences of parties engaged in international arbitration.

In summary, Article 36(4) strikes a balance between a default rule for legal certainty and the principle of party autonomy, allowing parties to choose the law governing their arbitration agreement through a written agreement.

## ARTICLE 37

### SETTLEMENT AND OTHER GROUNDS FOR TERMINATION

1. **If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award. Whenever an arbitral award on agreed terms is made, the provisions of article 34, paragraphs 2, 4 and 6 of the Rules shall apply.**

Article 37(1) of the CRCICA Rules 2024 addresses the situation where the parties reach a settlement agreement before the arbitral tribunal issues its final award. Here are the key points:

1. **Settlement of the Dispute:** The article applies when the parties reach an agreement to settle the dispute that is the subject of arbitration. This settlement can occur at any stage of the arbitral proceedings, even before the issuance of the final award.
2. **Termination of Arbitral Proceedings:** If the parties reach a settlement agreement, the arbitral tribunal is required to issue an order for the termination of the arbitral proceedings. This termination is a procedural step acknowledging that the dispute has been resolved through a mutual agreement.
3. **Option to Record Settlement as an Arbitral Award:** Alternatively, if requested by the parties and accepted by the tribunal, the arbitral tribunal may record the terms of the settlement in the form of an arbitral award on agreed terms. This option formalizes the settlement into an award issued by the tribunal.
4. **No Obligation to Provide Reasons:** Importantly, the arbitral tribunal is not obliged to provide reasons for issuing an award on agreed terms. This is in contrast to a typical arbitral award on the merits, where tribunals are generally required to state the reasons upon which the award is based.

5. Application of Article 34 Provisions: If the arbitral tribunal issues an award on agreed terms, certain provisions of Article 34 (pertaining to the form, signature, and communication of awards) apply. This ensures that the award is formally recognized and communicated to the parties.

In summary, Article 37(1) provides a clear procedure for handling settlements in arbitration, giving the parties and the arbitral tribunal flexibility in either terminating the proceedings or recording the settlement as an arbitral award on agreed terms.

2. **If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1 of this article, the arbitral tribunal shall inform the parties and the Centre of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so.**

Article 37(2) of the CRCICA Rules 2024 addresses a situation where, before the issuance of the final award, the continuation of the arbitral proceedings becomes unnecessary or impossible for reasons not covered by the settlement agreement. Here are the key points:

1. Unnecessary or Impossible Continuation: This provision applies when, for reasons not mentioned in Article 37(1) (related to settlements), the continuation of the arbitral proceedings becomes either unnecessary or impossible. This could be due to various unforeseen circumstances.
2. Informing Parties and Centre: In such a situation, the arbitral tribunal is required to inform both the parties involved in the arbitration and the Centre (presumably the arbitral institution administering the proceedings, such as CRCICA) of its intention to issue an order for the termination of the proceedings.
3. Power to Terminate Proceedings: The arbitral tribunal is granted the power to issue an order for the termination of the proceedings. However, this power is not absolute, and the tribunal must exercise it judiciously. The tribunal is not obligated to terminate the proceedings if there are remaining matters that may need to be decided, and the tribunal considers it appropriate to do so.
4. Remaining Matters: The article recognizes that there may be instances where certain matters still require a decision, even if the continuation of the arbitral proceedings as a whole is unnecessary or impossible. In such cases, the arbitral tribunal has the discretion to decide whether it is appropriate to address those remaining matters.

In summary, Article 37(2) allows the arbitral tribunal to terminate proceedings if they become unnecessary or impossible for reasons other than a settlement agreement. The tribunal is obligated to inform the parties and the Centre, and it retains the discretion to decide whether there are remaining matters that should be addressed before termination.

3. **The order for termination of the arbitral proceedings may be signed by the presiding arbitrator alone, unless otherwise agreed by the parties, and shall be communicated to each of the parties through the Centre.**

Article 37(3) of the CRCICA Rules 2024 outlines the procedural steps and requirements related to the order for the termination of arbitral proceedings. Here are the key points:

1. **Decision on Termination:** The article pertains to the issuance of the order for termination of the arbitral proceedings. This situation may arise when the arbitral tribunal determines that the continuation of the proceedings is unnecessary or impossible, as mentioned in the preceding paragraphs.
2. **Signing Authority:** The order for termination may be signed by the presiding arbitrator alone. This implies that, unless otherwise agreed by the parties, the presiding arbitrator has the authority to sign the order independently.
3. **Agreement of the Parties:** The provision allows for flexibility by stating that if the parties have a different agreement regarding the signing authority for the order, that agreement will prevail. This underscores the importance of party autonomy and the ability of the parties to shape certain procedural aspects of the arbitration process.
4. **Communication through the Centre:** The order for termination, once signed, shall be communicated to each of the parties through the Centre. The Centre, in this context, likely refers to the arbitral institution administering the proceedings (CRCICA), which plays a central role in facilitating communication between the tribunal and the parties.

In summary, Article 37(3) outlines the procedural details related to the termination of arbitral proceedings, including the authority to sign the termination order, the significance of any agreement between the parties on this matter, and the role of the Centre in communicating the order to the parties involved.

## ARTICLE 38 INTERPRETATION OF THE AWARD

1. **Within 30 days after the receipt of the award, a party, with notice to the other party(s) and the Centre, may request that the arbitral tribunal give an interpretation of the award. The arbitral tribunal may invite the other party(s) to comment on the said request within 15 days.**

Article 38(1) of the CRCICA Rules 2024 addresses the procedure for requesting an interpretation of the award. Here are the key points:

1. **Time Limit for Request:** The provision specifies that a party must make a request for the interpretation of the award within 30 days after receiving the award. This imposes a time limit on parties seeking clarification, promoting efficiency and timely resolution.
2. **Notification Requirement:** The party making the request must provide notice to the other party or parties involved in the arbitration. This ensures transparency and gives all parties an opportunity to be aware of and respond to the request for interpretation.
3. **Involvement of the Centre:** The Centre, likely referring to the arbitral institution administering the proceedings (CRCICA), must also be notified of the request. This involvement of the Centre emphasizes the institutional role in the arbitration process and facilitates coordination between the parties and the arbitral tribunal.

4. **Arbitral Tribunal's Response:** Upon receiving the request for interpretation, the arbitral tribunal has the discretion to decide whether to grant the request. The tribunal may also invite the other party or parties to provide comments on the request within a specified period, typically 15 days.

In summary, Article 38(1) establishes a framework for seeking an interpretation of the award, including the time limit for making the request, notification requirements, and the involvement of the arbitral tribunal and the Centre in the process. This mechanism aims to address any uncertainties or ambiguities arising from the award in a timely and structured manner.

2. **If the arbitral tribunal considers the request to be justified, it shall give the interpretation in writing within 45 days after the expiry of the date of commenting on the request. The interpretation shall form part of the award and the provisions of article 34, paragraphs 2, 4 and 6 of the Rules shall apply.**

Article 38(2) of the CRCICA Rules 2024 outlines the procedure and timeline for providing an interpretation of an arbitral award. Here are the key points:

1. **Arbitral Tribunal's Evaluation:** The provision specifies that if the arbitral tribunal finds the request for interpretation to be justified, it is obligated to provide the interpretation. This emphasizes the tribunal's role in assessing the merits of the request.
2. **Timeline for Providing Interpretation:** The arbitral tribunal is required to give the interpretation in writing within 45 days after the expiry of the date for commenting on the request. This sets a specific timeframe within which the tribunal must respond, ensuring a relatively prompt resolution to the request.
3. **Inclusion in the Award:** The interpretation provided by the arbitral tribunal is considered part of the award. This means that it becomes an integral and binding component of the original award, subject to the same rules and provisions as the award itself.
4. **Application of Article 34:** Article 34, paragraphs 2, 4, and 6 of the CRCICA Rules are referenced, indicating that the provisions governing the form, finality, and communication of awards also apply to the interpretation. This ensures consistency in the treatment of both the original award and any subsequent interpretation.

In summary, Article 38(2) establishes a clear framework for the arbitral tribunal to respond to a justified request for interpretation, defining a specific timeline and emphasizing the integration of the interpretation into the award. This contributes to the efficiency and coherence of the arbitral process.

## ARTICLE 39 CORRECTION OF THE AWARD

1. **Within 30 days after the receipt of the award, a party, with notice to the other party(s) and the Centre, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error of a similar nature. If the arbitral tribunal considers the request to be justified, it shall make the correction within 45 days of receipt of the request.**

Article 39(1) of the CRCICA Rules 2024 addresses the correction of errors in the arbitral award. Here are the key points:

1. **Types of Errors:** The article specifies three categories of errors that a party can request to be corrected in the award: errors in computation, clerical errors, and typographical errors. These are errors of a similar nature that are considered unintentional mistakes in the award.
2. **Correction Request Period:** A party is allowed to make a request for correction within 30 days after the receipt of the award. This provision sets a specific timeframe within which parties must identify and request corrections for such errors.
3. **Notice to Other Party(s) and the Centre:** The requesting party is required to give notice to the other party(s) and the Centre about its intention to request corrections. This ensures transparency and provides an opportunity for all concerned parties to be informed and possibly participate in the correction process.
4. **Arbitral Tribunal's Evaluation:** If the arbitral tribunal considers the request for correction to be justified, it is obliged to make the correction within 45 days of receiving the request. This establishes a clear timeframe for the tribunal to address legitimate correction requests.

Overall, Article 39(1) of the CRCICA Rules 2024 establishes a procedure for the timely correction of specific types of errors in the arbitral award. It ensures that parties have a limited period to identify and request corrections and provides a mechanism for the efficient resolution of genuine errors in the award.

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

Article 39(2) of the CRCICA Rules 2024 addresses the authority of the arbitral tribunal to make corrections on its own initiative. Here are the key points:

1. **Correction Initiative Period:** This provision grants the arbitral tribunal the authority to make corrections on its own initiative, but within a specific timeframe. The tribunal is allowed to do so within 30 days after the communication of the award.
2. **Scope of Corrections:** The article does not explicitly limit the types of errors that the tribunal can correct on its own initiative. It uses the broad term "corrections," which could include errors in computation, clerical errors, typographical errors, or any other similar mistakes that might affect the accuracy or integrity of the award.
3. **Timing:** The provision emphasizes a relatively short period within which the tribunal can exercise this corrective authority. This suggests an intention to address any glaring or obvious errors promptly after the communication of the award.
4. **Communication of Corrections:** The article does not specify whether the arbitral tribunal is required to communicate these corrections to the parties, but standard practice would likely involve informing the parties of any corrections made.

Overall, Article 39(2) grants the arbitral tribunal a limited period to proactively identify and rectify errors in the award without waiting for a specific request from the parties. This provision contributes to the efficiency and accuracy of the arbitral process by allowing the tribunal to address certain types of errors promptly.

**3. Such corrections shall be in writing, and shall form part of the award. The provisions of article 34, paragraphs 2, 4 and 6 of the Rules shall apply.**

Article 39(3) of the CRCICA Rules 2024 outlines the procedural aspects related to corrections made by the arbitral tribunal. Here are the key points:

1. **Form of Corrections:** Corrections made by the arbitral tribunal must be in writing. This requirement ensures clarity and formalizes the correction process.
2. **Integration into the Award:** The corrections, once made, become an integral part of the award. This means that they are considered part of the final and binding decision rendered by the arbitral tribunal.
3. **Application of Article 34:** Article 39(3) expressly states that certain provisions of Article 34 are applicable to the corrections made under Article 39. The specified paragraphs of Article 34 include:
  - a. **Paragraph 2:** This paragraph likely refers to the requirement that all awards shall be made in writing and be final and binding on the parties.
  - b. **Paragraph 4:** This paragraph may relate to the signature of the arbitrators and the details that should be included in the award.
  - c. **Paragraph 6:** This paragraph likely refers to the requirement to communicate the draft award to the Centre for review as to its form.
4. **Consistency with the Award Process:** By applying the relevant provisions of Article 34, Article 39(3) ensures that the corrections are treated with the same formalities as the original award. This consistency maintains the integrity of the award and reinforces the finality and binding nature of the corrections.

In summary, Article 39(3) establishes the procedural framework for corrections, specifying their written form, integration into the award, and the application of certain provisions from Article 34 to maintain consistency with the overall award process.

**ARTICLE 40  
ADDITIONAL AWARD**

1. **Within 30 days after the receipt of the award, a party, with notice to the other party(s) and the Centre, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal. The arbitral tribunal may invite the other party(s) to comment on the said request within 15 days.**

Article 40(1) of the CRCICA Rules 2024 addresses the process for requesting an additional award on claims presented in the arbitral proceedings but not decided by the arbitral tribunal. Here are the key points:

1. **Time Limit for Request:** A party has a specific time frame, namely within 30 days after the receipt of the award, to make a request for an additional award. This time limit encourages parties to promptly address any claims that were presented but left undecided.
2. **Notice Requirement:** The requesting party must give notice to the other party(s) and the Centre. This notice provision ensures transparency and provides an opportunity for all relevant parties to be aware of the request.
3. **Scope of the Request:** The request is limited to claims that were presented during the arbitral proceedings but were not addressed in the initial award. This allows parties to seek resolution for any outstanding issues that may have been left unresolved.
4. **Inviting Comments:** The arbitral tribunal has the discretion to invite the other party(s) to comment on the request within 15 days. This procedural step allows for an exchange of views and ensures that all parties have an opportunity to express their positions on the request.

The purpose of Article 40(1) is to provide a mechanism for addressing claims that may have been omitted from the initial award, allowing the arbitral tribunal to make an additional award to complete the resolution of all presented claims. The time limits and notice requirements help streamline the process and contribute to the efficiency of the arbitration proceedings.

2. **If the arbitral tribunal considers the request for an additional award to be justified, it shall render or complete its award within 60 days after the expiry of the date of commenting on the request. The arbitral tribunal may extend, if necessary, the time limit within which it shall make the award.**

Article 40(2) of the CRCICA Rules 2024 outlines the procedure and time frame for the arbitral tribunal to render or complete an additional award in response to a justified request. Here are the key points:

1. **Justification for Request:** The requesting party must demonstrate that the request for an additional award is justified. This implies that there should be valid reasons or grounds for seeking resolution on claims that were presented but not decided in the initial award.
2. **Time Frame for Rendering Additional Award:** If the arbitral tribunal finds the request to be justified, it is required to render or complete the additional award within a specified time frame. The time frame is set at 60 days after the expiry of the date for commenting on the request.
3. **Extension of Time Limit:** The arbitral tribunal is granted the discretion to extend the time limit for rendering the additional award if deemed necessary. This provision recognizes that certain circumstances may arise that warrant additional time to ensure a thorough and well-considered decision.
4. **Efficient Resolution:** The overall purpose of this article is to ensure the efficient resolution of claims that were initially presented but not addressed in the first award. By setting a



specific time frame, the rules promote a timely and conclusive end to the arbitration proceedings.

Article 40(2) emphasizes the importance of promptly addressing outstanding claims and completing the arbitral process in a timely manner, contributing to the overall efficiency and effectiveness of the arbitration proceedings.

**3. When such an additional award is made, the provisions of article 34, paragraphs 2, 4 and 6 of the Rules shall apply.**

Article 40(3) of the CRCICA Rules 2024 establishes the procedural framework for handling an additional award. Here are the key points:

1. Applicability of Article 34: When the arbitral tribunal makes an additional award, the provisions of Article 34, specifically paragraphs 2, 4, and 6 of the CRCICA Rules, shall apply.
2. Article 34 Paragraphs 2, 4, and 6:
  - a. Paragraph 2: This paragraph of Article 34 typically addresses the requirement that all awards shall be made in writing and be final and binding on the parties.
  - b. Paragraph 4: It specifies that an award shall be signed by the arbitrators and includes details such as the date of the award, the arbitration agreement, and the place of arbitration. If there are multiple arbitrators and one fails to sign, the award must state the reason for the absence of the signature.
  - c. Paragraph 6: This paragraph involves the communication of the draft award to the Centre for review as to its form, and the subsequent communication of the final award to the parties after being sealed by the Centre.
3. Consistency with Standard Award Procedures: By applying the provisions of Article 34, the rules ensure that the additional award follows the standard procedures and requirements for awards as outlined in the CRCICA Rules. This includes issues related to form, signature, and communication of the award.

In summary, Article 40(3) ensures that an additional award is subject to the same formalities and procedures as a standard award, maintaining consistency and coherence in the arbitral process.

**SECTION V  
COSTS OF ARBITRATION**

**ARTICLE 41  
DETERMINATION OF COSTS**

- 1. The arbitral tribunal shall award the costs of arbitration (“Costs”) in accordance with this Section of the Rules.**

Article 41(1) of the CRCICA Rules 2024 addresses the issue of costs in arbitration proceedings. Here is an analysis of the key points:

1. **Costs of Arbitration:** The provision begins by stating that the arbitral tribunal is tasked with awarding the costs of arbitration. “Costs” in this context typically refer to the expenses associated with the arbitration process, including arbitrators’ fees, administrative fees, and other related expenses.
2. **Reference to Section of the Rules:** The costs are to be awarded “in accordance with this Section of the Rules.” This indicates that the specific rules and procedures regarding the allocation and payment of costs can be found in the relevant section of the CRCICA Rules.
3. **Implication of Detailed Rules:** The reference to a specific section suggests that the CRCICA Rules provide detailed and comprehensive provisions regarding the determination and allocation of costs in arbitration. This is common in arbitration rules to ensure transparency and fairness in dealing with financial aspects of the arbitration.
4. **Discretion of the Arbitral Tribunal:** While the rules likely provide guidance, it’s important to note that arbitral tribunals generally have discretion in determining how costs are allocated. They consider factors such as the conduct of the parties, the outcome of the case, and any other relevant circumstances.

In summary, Article 41(1) underscores the role of the arbitral tribunal in deciding the costs of arbitration, with detailed procedures and principles likely outlined in the corresponding section of the CRCICA Rules. The provision emphasizes the importance of a systematic and rule-based approach to handling the financial aspects of the arbitration process.

- 2. The term “Costs” includes:**

- a. **A registration fee to be determined in accordance with article 43 of the Rules;**
- b. **The administrative fees to be determined in accordance with article 44 of the Rules (the “Administrative Fees”);**
- c. **The fees of the arbitral tribunal to be determined in accordance with article 45 of the Rules (the “Fees of the Arbitral Tribunal”);**
- d. **The reasonable travel and other expenses incurred by the arbitrators;**
- e. **The fees and reasonable expenses of the arbitral tribunal appointed experts pursuant to article 29 of the Rules and costs of other assistance (translation, case reporting, etc...) required by the arbitral tribunal;**

- f. **The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;**
- g. **The legal and other costs incurred by the parties in relation to the arbitration (including party appointed experts' fees and expenses) to the extent that the arbitral tribunal determines that the amount of such costs is reasonable; and**
- h. **Any fees and expenses of the appointing authority in case the Centre is not designated as the appointing authority.**

Article 41(2) of the CRCICA Rules 2024 provides a comprehensive definition of the term “Costs” in the context of arbitration. Here is an analysis of the key components outlined in this provision:

1. **Inclusion of Various Elements:** The term “Costs” is explicitly defined to include several elements, reflecting the various expenses associated with the arbitration process. This comprehensive approach ensures that all relevant aspects are considered in determining the financial aspects of the arbitration.
2. **Detailed Components of Costs:** The provision enumerates specific components included in the term “Costs.” These components are:
  - a. **Registration Fee:** The fee to be determined in accordance with Article 43 of the Rules.
  - b. **Administrative Fees:** Fees determined in accordance with Article 44 of the Rules (referred to as “Administrative Fees”).
  - c. **Fees of the Arbitral Tribunal:** Fees determined in accordance with Article 45 of the Rules (referred to as “Fees of the Arbitral Tribunal”).
  - d. **Arbitrators’ Expenses:** Reasonable travel and other expenses incurred by the arbitrators.
  - e. **Tribunal-Appointed Experts:** Fees and reasonable expenses of the arbitral tribunal-appointed experts pursuant to Article 29 of the Rules, as well as costs of other assistance (such as translation, case reporting, etc.) required by the arbitral tribunal.
  - f. **Witness Expenses:** Reasonable travel and other expenses of witnesses to the extent approved by the arbitral tribunal.
  - g. **Party Costs:** Legal and other costs incurred by the parties in relation to the arbitration, including fees and expenses of party-appointed experts, to the extent determined reasonable by the arbitral tribunal.
  - h. **Appointing Authority’s Fees:** Any fees and expenses of the appointing authority in case the Centre is not designated as the appointing authority.
3. **Determining Reasonableness:** The term “reasonable” is emphasized in several components (e.g., reasonable travel expenses, reasonable costs incurred by the parties).

This suggests that the arbitral tribunal has the discretion to evaluate and approve costs based on reasonableness.

4. **Flexibility and Adaptability:** The inclusion of a broad range of costs indicates the flexibility of the CRCICA Rules in accommodating the diverse nature of arbitration proceedings and associated expenses.

In summary, Article 41(2) provides a detailed breakdown of the elements encompassed within the term “Costs,” offering transparency and clarity in understanding the financial aspects involved in CRCICA arbitration. The provision reflects a comprehensive approach to capturing the various expenses associated with the arbitration process.

## ARTICLE 42

### SCOPE OF APPLICATION OF COSTS

1. **In accordance with article 1, paragraph 1 of the Rules, the provisions stipulated in this Section of the Rules shall apply irrespective of the version of the Rules agreed upon by the parties.**

Article 42(1) of the CRCICA Rules 2024 addresses the applicability of the provisions outlined in Section 4 (containing Articles 41 to 45) of the Rules. Here is an analysis of this provision:

1. **Reference to Article 1, Paragraph 1:** The provision explicitly refers to Article 1, Paragraph 1 of the CRCICA Rules 2024. Article 1 typically contains general provisions and definitions. In this context, it refers to the general application of the provisions in Section 4.
2. **Applicability Irrespective of the Version:**
  - a. The key statement in Article 42(1) is that the provisions in Section 4 of the Rules shall apply irrespective of the version of the Rules agreed upon by the parties.
  - b. This means that the specific provisions related to the costs of arbitration (contained in Section 4) are applicable universally, regardless of any modifications or variations made by the parties to other parts of the Rules.
3. **Uniformity in Cost Provisions:** By stating that Section 4 applies regardless of the agreed version of the Rules, the provision ensures a degree of uniformity in how the costs of arbitration are treated. It prevents parties from excluding or modifying the application of the specified rules related to costs.
4. **Preservation of Essential Cost Provisions:** The provision indicates an intent to maintain certain core principles related to costs. This helps in preserving the essential features of the cost-related rules and prevents parties from deviating significantly from these provisions.

In summary, Article 42(1) emphasizes that the provisions in Section 4 of the CRCICA Rules 2024, which pertain to the costs of arbitration, are universally applicable and will remain in force regardless of any modifications or variations made by the parties to other parts of the Rules. This contributes to consistency and uniformity in the treatment of arbitration costs under the CRCICA Rules.

- 2. In case the parties to ad hoc arbitrations agree or the arbitral tribunal decides that the Centre provides its administrative assistance to such arbitrations, the provisions stipulated in this Section of the Rules shall apply, except where the parties agree on a different determination of the Fees of the Arbitral Tribunal or on applying other rules in this respect.**

Article 42(2) of the CRCICA Rules 2024 addresses the application of Section 4 (containing Articles 41 to 45) of the Rules in the context of ad hoc arbitrations where the parties agree or the arbitral tribunal decides that the Centre provides administrative assistance. Here is an analysis of this provision:

1. **Reference to Ad Hoc Arbitrations:** The provision specifically deals with ad hoc arbitrations, which are arbitrations not administered by an arbitral institution but are conducted based on the agreement and procedures determined by the parties.
2. **Condition for Application of Section 4:** Article 42(2) states that if the parties to ad hoc arbitrations agree or if the arbitral tribunal decides that the Centre provides administrative assistance to such arbitrations, the provisions in Section 4 of the Rules shall apply.
3. **Exceptions for Fee Determination:** The application of Section 4 is subject to two exceptions:
  - a. The parties may agree on a different determination of the Fees of the Arbitral Tribunal.
  - b. The parties may agree to apply other rules concerning the determination of fees.
4. **Flexibility in Fee Arrangements:** The provision acknowledges the flexibility required in ad hoc arbitrations, allowing parties to tailor fee arrangements according to their preferences and needs. This flexibility is crucial in the context of ad hoc proceedings where the parties have greater control over the process.
5. **Preservation of Core Cost Provisions:** While allowing for flexibility in fee arrangements, the provision underscores that other core provisions related to costs (found in Section 4) will still apply. This includes the general framework for determining costs and the types of expenses covered.
6. **Role of the Centre in Administrative Assistance:** When the Centre provides administrative assistance in ad hoc arbitrations, the parties can benefit from certain procedural and administrative support, potentially enhancing the efficiency and effectiveness of the arbitration process.

In summary, Article 42(2) recognizes the potential involvement of the Centre in providing administrative assistance in ad hoc arbitrations. It allows for flexibility in determining fees, provided that the parties agree or the arbitral tribunal decides. However, it emphasizes the continued application of core cost provisions outlined in Section 4, ensuring a certain degree of consistency in addressing costs in ad hoc arbitrations with the Centre's administrative assistance.

**ARTICLE 43  
REGISTRATION FEE**

1. **Upon filing the notice of arbitration, the claimant shall pay a registration fee amounting to:**
  - a. **500 (five hundred) US Dollars for arbitrations where the aggregate amount of all its claims does not exceed 1 000 000 (one million) US Dollars.**
  - b. **1000 (one thousand) US Dollars for arbitrations where the aggregate amount of all its claims is equivalent to or exceeds 1 000 000 (one million) US Dollars or is subsequently increased to become 1 000 000 (one million) US Dollars or more.**

Article 43(1) of the CRCICA Rules 2024 establishes the registration fee that the claimant is required to pay upon filing the notice of arbitration. Here is an analysis of this provision:

1. **Purpose of the Registration Fee:** The registration fee is a financial requirement imposed on the claimant at the commencement of the arbitration proceedings. It is intended to cover administrative and initial procedural costs associated with the filing and initiation of the arbitration.
2. **Two-tiered Fee Structure:**
  - a. The provision introduces a two-tiered fee structure based on the aggregate amount of all claims brought by the claimant.
  - b. For claims not exceeding 1,000,000 US Dollars, the registration fee is set at 500 US Dollars.
  - c. For claims equal to or exceeding 1,000,000 US Dollars, or where the claims are subsequently increased to reach or exceed this threshold, the registration fee is increased to 1,000 US Dollars.
3. **Relation to Claim Amount:** The differentiation in fees based on the total amount of claims reflects an approach where larger claims incur a higher initial financial burden. This approach aligns with the idea that administering higher-value disputes may involve increased administrative efforts.
4. **Clarity in Fee Calculation:** The provision provides clarity on how to calculate the registration fee, linking it directly to the monetary value of the claims. This transparency helps parties understand their financial obligations from the outset.
5. **Prepayment Requirement:** The claimant is obligated to pay the registration fee upon filing the notice of arbitration. This prepayment ensures that the necessary financial resources are available to initiate and administer the arbitration process.
6. **Predictability and Certainty:** The fixed amounts for each tier contribute to the predictability and certainty of the costs associated with initiating arbitration under the CRCICA Rules. Parties can easily ascertain their financial obligations at the outset.

In summary, Article 43(1) establishes a clear and structured registration fee system in the CRCICA Rules. The two-tiered fee structure, based on the aggregate amount of claims, provides a straightforward and predictable approach to the financial aspects of initiating arbitration proceedings.

**2. If the amount of the claims is not quantified, the claimant shall pay a non-refundable registration fee of 1000 (one thousand) US Dollars.**

Article 43(2) of the CRCICA Rules 2024 addresses situations where the amount of the claims is not quantified. Here is an analysis of this provision:

1. **Non-Quantified Claims:** The provision applies when the claimant does not provide a specific monetary value for the claims in the notice of arbitration. This can occur when the claims are not easily quantifiable at the initiation of the proceedings.
2. **Fixed Non-Refundable Registration Fee:** In such cases, the claimant is required to pay a fixed non-refundable registration fee of 1,000 US Dollars. This fixed fee provides clarity and predictability, ensuring that there is a set financial obligation even when the claims are not initially quantified.
3. **Encouraging Quantification of Claims:** By imposing a higher fixed fee when claims are not quantified, the provision encourages claimants to specify the monetary value of their claims when possible. This promotes transparency and assists in determining appropriate fees based on the value of the dispute.
4. **Administrative Efficiency:** The fixed non-refundable nature of the fee helps maintain administrative efficiency. Even in cases where the claims are not immediately quantifiable, the fixed fee allows the arbitral institution to cover some initial administrative costs associated with processing the claim.
5. **Financial Precondition for Commencement:** Requiring the payment of the non-refundable fee serves as a financial precondition for initiating the arbitration. This ensures that the claimant has a financial stake in the process and contributes to the costs of administering the case.
6. **Certainty and Predictability:** The fixed amount of 1,000 US Dollars enhances certainty and predictability for both parties and the arbitral institution. It provides a clear financial framework for the commencement of arbitration in situations where the claims are not specified.

In summary, Article 43(2) establishes a fixed non-refundable registration fee of 1,000 US Dollars when the amount of the claims is not quantified. This approach promotes transparency, financial responsibility, and administrative efficiency in cases where the precise value of the claims is initially unclear.

**3. The provisions of paragraphs 1 and 2 of this article shall apply to any counterclaims and set-offs under the Rules.**

Article 43(3) of the CRCICA Rules 2024 specifies the application of the registration fee provisions (from paragraphs 1 and 2) to counterclaims and set-offs. Here is an analysis of this provision:

1. **Applicability to Counterclaims and Set-Offs:** The provision explicitly states that the rules regarding registration fees in paragraphs 1 and 2 of Article 43 shall extend to counterclaims and set-offs under the CRCICA Rules. This means that not only the primary claims initiated by the claimant but also any counterclaims or set-offs brought by the respondent will be subject to the same fee structure.
2. **Uniform Fee Structure:** By applying a consistent fee structure to counterclaims and set-offs, the provision ensures a uniform and predictable financial framework for various types of claims within the arbitration. This uniformity enhances transparency and clarity regarding the financial obligations associated with different types of claims.
3. **Encouraging Specificity in Counterclaims:** Just as in the case of the claimant’s primary claims, the provision may encourage respondents raising counterclaims or set-offs to quantify and specify the amounts involved. This aligns with the broader goal of promoting transparency and predictability in fee determination.
4. **Financial Contribution to Administration:** Counterclaims and set-offs, like the primary claims, contribute to the workload and administrative costs of the arbitral institution. By subjecting these additional claims to the same fee requirements, the provision ensures that all elements of the dispute, regardless of their origin, contribute financially to the administration of the arbitration.
5. **Consistency in Fee Collection:** The provision assists in maintaining consistency in the collection of fees, streamlining the administrative process. It prevents confusion or disputes regarding the fee structure for different types of claims, reinforcing a straightforward and equitable approach to financial obligations.

In summary, Article 43(3) extends the application of registration fee provisions to counterclaims and set-offs, promoting a consistent and transparent fee structure for various types of claims within the CRCICA arbitration process.

4. **If the registration fee is not paid upon filing the notice of arbitration, the counterclaim or the set-off, the Centre shall not register the case, the counterclaim or the set-off. If the registration fee is not paid in full in accordance with paragraph 1(b) of this article, the Centre may suspend or terminate the arbitral proceedings with respect to the re-adjusted sum claimed, counterclaimed or subject of a set-off, if the arbitral tribunal has not yet been fully constituted, or if it has not yet commenced the conduct of the proceedings. Otherwise, the Centre may request the arbitral tribunal to order such suspension or termination of the arbitral proceedings.**

Article 43(4) of the CRCICA Rules 2024 addresses the consequences of non-payment or incomplete payment of the registration fee and provides a framework for the actions that the CRCICA (Cairo Regional Centre for International Commercial Arbitration) may take. Here is an analysis of this provision:

1. **Registration Fee Payment Requirement:** The provision establishes a mandatory requirement for the payment of the registration fee upon filing the notice of arbitration, counterclaim, or set-off. This fee is an essential component for initiating the arbitral proceedings and contributes to the administrative costs of the arbitration.



2. **Non-Registration Consequence:** If the registration fee is not paid upon filing, the CRCICA is empowered to withhold the registration of the case, counterclaim, or set-off. This ensures that the arbitral proceedings are not officially initiated until the necessary financial contribution is made.
3. **Suspension or Termination for Incomplete Payment:**
  - a. In case of incomplete payment (not paid in full), the CRCICA has the authority to take further action based on the circumstances:
  - b. If the arbitral tribunal has not been fully constituted or if the proceedings have not commenced, the CRCICA may suspend or terminate the arbitral proceedings concerning the adjusted sum related to the claim, counterclaim, or set-off.
  - c. If the proceedings have already commenced, the CRCICA may request the arbitral tribunal to order the suspension or termination of the proceedings.
4. **Timely and Full Payment Encouragement:** The provision encourages parties to make timely and full payment of the registration fee to avoid potential disruptions or termination of the arbitral proceedings. This promotes efficiency and financial responsibility on the part of the parties.
5. **Protection of the Arbitral Process:** By linking the payment of the registration fee to the registration and continuation of arbitral proceedings, the provision safeguards the integrity and effectiveness of the arbitral process. It underscores the importance of financial contributions from the parties to support the administrative aspects of arbitration.

In summary, Article 43(4) emphasizes the significance of timely and complete payment of the registration fee and outlines the consequences, including non-registration and potential suspension or termination of arbitral proceedings, for non-compliance with the payment requirements.

#### **5. The registration fee is non-refundable.**

Article 43(5) of the CRCICA Rules 2024 stipulates that the registration fee is non-refundable. Here is an analysis of this provision:

1. **Non-Refundability Principle:** The provision straightforwardly declares that the registration fee, once paid, is non-refundable. This means that parties are not entitled to a return or reimbursement of the registration fee under any circumstances.
2. **Financial Certainty:** By establishing the non-refundability principle, the rule provides financial certainty to the CRCICA. Parties initiating arbitral proceedings can be assured that once the registration fee is paid, those funds will be retained by the CRCICA to cover administrative costs associated with the arbitration process.
3. **Consistency and Predictability:** The non-refundability of the registration fee contributes to the consistency and predictability of the arbitration process. Parties, knowing that the fee is non-refundable, are likely to approach the payment with a clear understanding of the financial commitment involved.

4. **Support for Administrative Costs:** The registration fee serves as a contribution toward the administrative costs of the arbitration proceedings. The non-refundability provision ensures that the CRCICA has access to these funds to facilitate and manage the arbitration process from the outset.
5. **Alignment with Industry Standards:** Non-refundability of registration fees is a common practice in international arbitration rules and aligns with industry standards. It reflects the recognition that the administrative expenses associated with processing a case begin upon filing, regardless of subsequent developments in the proceedings.

In summary, Article 43(5) establishes a clear and unambiguous rule that the registration fee is non-refundable. This provision provides financial predictability for the CRCICA and supports the administration of arbitration proceedings by ensuring the availability of funds from the outset.

#### **ARTICLE 44 ADMINISTRATIVE FEES**

##### **1. The Administrative Fees shall be determined based on the sum in dispute in accordance with Table 1 of Annex 1 to the Rules.**

Article 44(1) of the CRCICA Rules 2024 addresses the determination of Administrative Fees based on the sum in dispute, referring to Table 1 of Annex 1 to the Rules. Here is an analysis of this provision:

1. **Basis for Determining Administrative Fees:** The provision establishes that the Administrative Fees, which contribute to covering the costs of administering the arbitration, shall be determined based on the sum in dispute. This reflects a practice where the fees are proportionate to the value or magnitude of the dispute, making the cost structure more flexible.
2. **Sum in Dispute as a Relevant Factor:** The reference to the sum in dispute as the basis for determining Administrative Fees is common in arbitration rules. It recognizes that the complexity and administrative efforts associated with handling disputes may vary depending on the financial stakes involved.
3. **Use of Table 1 of Annex 1:** By specifically pointing to Table 1 of Annex 1 to the Rules, the provision incorporates a structured approach to fee determination. Parties and practitioners can refer to this table for a clear and transparent breakdown of Administrative Fees corresponding to different ranges of the sum in dispute.
4. **Annex 1 as Integral Part of the Rules:** The mention of Annex 1 reinforces that the details provided in the annex are integral to the Rules. Annexes in arbitration rules often contain additional information, guidelines, or tables that complement and clarify the procedures outlined in the main body of the rules.
5. **Transparency and Predictability:** Linking Administrative Fees to the sum in dispute, especially through a specified table, enhances transparency and predictability. Parties can anticipate the costs associated with the arbitration based on the value of the dispute, aiding in budgeting and decision-making.

6. Flexibility in Fee Structure: The approach of tying Administrative Fees to the sum in dispute offers a degree of flexibility, ensuring that the fees reasonably correspond to the complexity and resources required for cases of varying financial significance.

In conclusion, Article 44(1) establishes a systematic method for determining Administrative Fees by linking them to the sum in dispute, with Table 1 of Annex 1 providing a detailed guide for this purpose. This contributes to transparency, predictability, and a proportionate fee structure in CRCICA-administered arbitrations.

2. **The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs, save for the cases where the Centre fixes separate Costs for the claims and the counterclaims in accordance with article 46, paragraph 3 of the Rules.**

Article 44(2) of the CRCICA Rules 2024 addresses the determination of the sum in dispute, specifying that it should be the aggregate value of all claims, counterclaims, and set-offs. Here is an analysis of this provision:

1. Determining the Sum in Dispute: The provision clarifies that the sum in dispute, a critical factor in calculating Administrative Fees, is the combined value of all claims, counterclaims, and set-offs. This inclusive approach ensures that the overall financial magnitude of the entire dispute is considered.
2. Aggregate Value of Claims and Counterclaims: By including claims, counterclaims, and set-offs in the calculation, the rule adopts a comprehensive approach. This is common in arbitration rules to capture the full economic dimension of the dispute and appropriately assess the administrative workload.
3. Exceptions for Separate Costs: The provision introduces an exception to the general rule by acknowledging that there may be cases where the Centre fixes separate Costs for claims and counterclaims. This recognizes the possibility of treating claims and counterclaims differently in terms of fee allocation.
4. Reference to Article 46, Paragraph 3: The mention of Article 46, Paragraph 3, signals that the CRCICA Rules contain specific provisions addressing the allocation of Costs in situations where separate treatment of claims and counterclaims is deemed appropriate. It indicates a level of flexibility in the fee structure.
5. Ensuring Uniformity and Consistency: While allowing for exceptions, the provision promotes consistency in fee calculations by generally requiring the aggregation of all financial aspects of the dispute. This approach ensures a standardized method for determining Administrative Fees, enhancing predictability for parties.
6. Alignment with Industry Practice: Aggregating the value of claims, counterclaims, and set-offs aligns with common practices in international arbitration. It reflects the understanding that the complexity and resources required for arbitration are often linked to the overall financial stakes involved in the dispute.

In summary, Article 44(2) establishes a standard approach to determining the sum in dispute by considering the combined value of claims, counterclaims, and set-offs. The provision recognizes the potential for separate treatment in specific cases, emphasizing flexibility within the overall framework of fee calculation.

**3. Where the sum in dispute cannot be ascertained, the Centre shall determine the Administrative Fees taking all relevant circumstances into account.**

Article 44(3) of the CRCICA Rules 2024 addresses a situation where the sum in dispute cannot be ascertained. Here is an analysis of this provision:

1. **Flexibility in Determining Administrative Fees:** The provision introduces flexibility by acknowledging that in certain situations, it may be challenging to ascertain the sum in dispute. This flexibility is essential to accommodate cases where the financial value of the dispute is not easily quantifiable.
2. **Centre's Discretion:** The rule grants the Centre the authority to determine the Administrative Fees in such cases. This discretion recognizes the Centre's role in adapting to unique circumstances and making a fair assessment of the resources required for administering the arbitration.
3. **Consideration of Relevant Circumstances:** By specifying that the Centre should take "all relevant circumstances into account," the provision provides a broad and inclusive criterion for determining fees. This may include factors such as the complexity of legal issues, the number of parties involved, and any other considerations that impact the administrative workload.
4. **Adaptability to Diverse Disputes:** The provision is particularly useful in diverse disputes where the nature of the claims or the arbitration itself makes it challenging to assign a specific financial value easily. It enables the Centre to tailor the fee determination process to the unique characteristics of each case.
5. **Ensuring Fairness and Reasonableness:** The discretion granted to the Centre is likely intended to ensure that the Administrative Fees are fair, reasonable, and proportionate to the circumstances of the dispute. This aligns with the broader principles of transparency and equality among the parties.
6. **Alignment with International Arbitration Practices:** The provision is in line with international arbitration practices that recognize the need for adaptability in fee determination. It allows arbitral institutions to respond effectively to the diverse and evolving nature of disputes.

In summary, Article 44(3) provides the Centre with the discretion to determine Administrative Fees when the sum in dispute cannot be ascertained. The emphasis on considering all relevant circumstances ensures that the fee structure is adaptable and fair, promoting the effective administration of arbitration in a variety of situations.

**4. The maximum amount of Administrative Fees shall be 100 000 (one hundred thousand) US Dollars.**

Article 44(4) of the CRCICA Rules 2024 imposes a cap on the maximum amount of Administrative Fees. Here is an analysis of this provision:

1. **Fee Limitation:** The provision clearly states that the maximum amount of Administrative Fees is capped at 100,000 US Dollars. This introduces a financial limitation on the fees that the Centre can impose for administering the arbitration process.

2. **Protection Against Excessive Fees:** The inclusion of a maximum amount serves as a protective measure against the possibility of excessive administrative fees. This limitation ensures that the cost of administering the arbitration remains reasonable and proportionate, preventing financial burdens that may impede access to arbitration.
3. **Predictability and Transparency:** By setting a specific upper limit, the provision contributes to the predictability and transparency of the arbitration process. Parties involved in arbitration can have a clear understanding of the maximum administrative costs they may incur, promoting transparency in financial matters.
4. **Aligning with Cost Efficiency:** The fee limitation may encourage cost efficiency in the administration of arbitrations. It aligns with the principle of ensuring that the costs associated with the arbitral process are reasonable in relation to the nature and complexity of the dispute.
5. **Balancing Administrative Needs and Affordability:** While arbitration institutions need to cover their administrative expenses, the fee cap strikes a balance by preventing fees from becoming disproportionately high. This is particularly relevant for parties involved in arbitrations where the financial stakes might not justify exceedingly high administrative costs.
6. **International Practice Considerations:** The imposition of a maximum amount is consistent with practices seen in various international arbitration rules, reflecting a broader trend in the arbitration community to establish reasonable fee structures.

In summary, Article 44(4) establishes a maximum limit of 100,000 US Dollars for Administrative Fees. This limitation contributes to the fairness, predictability, and transparency of the arbitration process, ensuring that the costs associated with administering the arbitration remain reasonable and proportionate to the dispute at hand.

**5. In exceptional circumstances, the Centre may deviate from the amounts set out in Table 1 of Annex 1 to the Rules.**

Article 44(5) of the CRCICA Rules 2024 provides the Centre with the authority to deviate from the amounts specified in Table 1 of Annex 1 to the Rules in exceptional circumstances. Here is an analysis of this provision:

1. **Flexibility in Fee Determination:** The provision grants the Centre flexibility to depart from the standard fee amounts outlined in Table 1 of Annex 1. This recognizes that certain exceptional circumstances may warrant a departure from the usual fee structure.
2. **Situational Considerations:** “Exceptional circumstances” is a broad and flexible term, allowing the Centre to consider a range of situational factors that may justify a deviation from the standard fee amounts. This could include unique or unforeseen circumstances that affect the administration of a specific arbitration.
3. **Case-Specific Adjustments:** The provision acknowledges that a one-size-fits-all approach may not be suitable for all cases. By allowing for adjustments based on exceptional circumstances, the Centre can tailor fee determinations to the specific characteristics and requirements of individual arbitrations.

4. **Ensuring Fairness:** The discretion granted to the Centre to deviate from standard fee amounts reflects a commitment to ensuring fairness in fee assessments. It allows the Centre to take into account factors that may not be covered by the standard fee structure but are relevant to achieving a fair and just outcome.
5. **Transparency and Accountability:** While providing flexibility, the provision does not eliminate the need for transparency and accountability. The Centre is likely to exercise this authority judiciously, and any deviation from standard fees would likely be subject to scrutiny to ensure that it aligns with the exceptional circumstances contemplated in the rule.
6. **Mitigating Unforeseen Challenges:** Unforeseen challenges or complexities that could not have been anticipated when drafting the standard fee schedule may be addressed through this provision. It allows the Centre to respond to evolving circumstances and maintain the effectiveness of the arbitration process.

In summary, Article 44(5) introduces flexibility by allowing the Centre to deviate from the standard fee amounts in exceptional circumstances. This provision recognizes the need for adaptability in fee determinations to ensure fairness and effectiveness in administering arbitrations, especially when faced with unforeseen challenges or unique situations.

#### **ARTICLE 45 FEES OF THE ARBITRAL TRIBUNAL**

1. **The Fees of the Arbitral Tribunal shall be determined based on the sum in dispute in accordance with the fees of the sole arbitrator in accordance with Table 2 of Annex 1 to the Rules and the fees of three or more arbitrators in accordance with Table 3 of Annex 1 to the Rules.**

Article 45(1) of the CRCICA Rules 2024 addresses the determination of the Fees of the Arbitral Tribunal, specifically based on the sum in dispute. Here is an analysis of this provision:

1. **Basis for Fee Determination:** The provision establishes the sum in dispute as the basis for determining the Fees of the Arbitral Tribunal. This aligns with a common practice in arbitration where the amount in dispute is a key factor in calculating various costs, including arbitrators' fees.
2. **Distinction Based on the Number of Arbitrators:** The provision distinguishes between cases where there is a sole arbitrator and cases where there are three or more arbitrators. This recognizes that the complexity and workload for arbitrators may vary depending on the number of individuals comprising the arbitral tribunal.
3. **Reference to Tables in Annex 1:** The specific reference to Tables 2 and 3 of Annex 1 to the Rules indicates that the fee amounts are not arbitrary but are provided in a structured manner. These tables likely outline the fee scales corresponding to different levels of the sum in dispute and the number of arbitrators involved.
4. **Transparency in Fee Structure:** By referring to annexed tables for fee determination, the provision contributes to transparency. Parties can refer to these tables to understand how

arbitrators' fees are calculated based on the sum in dispute and the number of arbitrators, promoting predictability in the arbitration process.

5. **Tailoring Fees to Case Complexity:** The distinction between fees for a sole arbitrator and three or more arbitrators recognizes that cases with a larger arbitral tribunal may involve increased complexity and time commitment. The fee structure is designed to account for these variations.
6. **Consistency with Industry Practice:** Linking arbitrators' fees to the sum in dispute is a common practice in arbitration rules globally. It allows for a fair and proportionate allocation of costs, ensuring that the financial burden on the parties is commensurate with the value of the dispute.
7. **Encouraging Efficiency:** The fee structure may indirectly encourage efficiency in the arbitration process. Parties and arbitrators have an interest in managing the proceedings efficiently, as prolonged disputes can lead to increased costs.

In summary, Article 45(1) establishes a clear framework for determining the Fees of the Arbitral Tribunal based on the sum in dispute, with distinctions for cases involving a sole arbitrator versus three or more arbitrators. The provision contributes to transparency, predictability, and fairness in the allocation of costs in CRCICA arbitrations.

**2. The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs, save for the cases where the Centre fixes separate Costs for the claims and the counterclaims in accordance with article 46, paragraph 3 of the Rules.**

Article 45(2) of the CRCICA Rules 2024 focuses on defining the “sum in dispute” for the purpose of determining the Fees of the Arbitral Tribunal. Let us analyse this provision:

1. **Definition of the Sum in Dispute:** This provision specifies that the sum in dispute is the aggregate value of all claims, counterclaims, and set-offs. It is a comprehensive approach that considers the entire financial scope of the arbitration, encompassing both the claims made by the parties and any counterclaims or set-offs.
2. **Inclusion of Counterclaims and Set-offs:** By explicitly including counterclaims and set-offs in the calculation of the sum in dispute, the provision adopts an inclusive approach. This is in line with the practice in many arbitration rules, where the overall financial stakes of the parties in the dispute are considered for fee determination.
3. **Exceptions for Separate Costs:** The provision introduces an exception. If the Centre decides to fix separate Costs for the claims and the counterclaims in accordance with Article 46, Paragraph 3 of the Rules, then the aggregate value may not be considered. This exception allows for flexibility in the fee determination process based on the Centre's discretion.
4. **Reference to Article 46, Paragraph 3:** The provision cross-references Article 46, Paragraph 3 of the Rules, indicating that the determination of separate Costs for claims and counterclaims is addressed in that specific provision. This interrelation ensures consistency and coherence within the set of rules.

5. **Adaptability and Flexibility:** By allowing the Centre to fix separate Costs in certain situations, the provision shows an element of adaptability and flexibility. It recognizes that different cases may warrant different approaches to fee determination, providing the Centre with the discretion to make adjustments based on the circumstances of the arbitration.
6. **Avoiding Double Counting:** The provision ensures that there is no double counting of the financial value by aggregating claims, counterclaims, and set-offs. This prevents an artificially inflated sum in dispute, which could disproportionately impact the determination of arbitrators' fees.

In summary, Article 45(2) establishes a comprehensive definition of the sum in dispute for calculating the Fees of the Arbitral Tribunal. It includes all claims, counterclaims, and set-offs, with an exception allowing the Centre to fix separate Costs if deemed appropriate in accordance with Article 46, Paragraph 3 of the Rules. This approach balances inclusivity with the flexibility needed for specific circumstances.

**3. Where the sum in dispute cannot be ascertained, the Centre shall determine the Fees of the Arbitral Tribunal taking all relevant circumstances into account.**

Article 45(3) of the CRCICA Rules 2024 addresses the situation where the sum in dispute cannot be ascertained. Let us break down the key points of this provision:

1. **Uncertainty Regarding the Sum in Dispute:** This provision acknowledges that in certain cases, there might be uncertainty or difficulty in ascertaining the sum in dispute. The sum in dispute is a crucial factor for determining the Fees of the Arbitral Tribunal according to Tables 2 and 3 of Annex 1 to the Rules.
2. **Discretion of the Centre:** The provision vests the Centre with the authority to determine the Fees of the Arbitral Tribunal in such situations. The Centre is given flexibility to consider all relevant circumstances when making this determination.
3. **Consideration of Relevant Circumstances:** By using the phrase "taking all relevant circumstances into account," the provision emphasizes that the Centre should weigh various factors to arrive at a fair and appropriate determination of the Fees. This may include the complexity of the dispute, the work involved, and other relevant considerations.
4. **Flexibility and Adaptability:** The provision reflects a flexible and adaptable approach, recognizing that not all disputes neatly fit into a predefined financial framework. This flexibility allows the Centre to tailor its decision based on the specifics of each case.
5. **Maintaining Fairness and Equity:** The provision aims to ensure fairness and equity in the determination of the Fees, even in situations where the sum in dispute is not easily quantifiable. This aligns with the overarching goal of promoting a fair and efficient arbitral process.
6. **Consistency with the Rules:** This provision is consistent with the overall structure of the CRCICA Rules, which provide mechanisms for the Centre to administer arbitrations effectively and fairly. It complements other provisions related to Costs and Fees, creating a cohesive framework.



In summary, Article 45(3) grants the Centre the authority to determine the Fees of the Arbitral Tribunal when the sum in dispute cannot be ascertained. The provision underscores the importance of considering all relevant circumstances to ensure a fair and reasonable determination of fees in situations where a straightforward application of predefined financial tables may not be feasible.

**4. Where the sum in dispute does not exceed 500 000 (five hundred thousand) US Dollars, the fees of the sole arbitrator shall be determined as a flat amount in accordance with Table 2 of Annex 1 to the Rules and the Fees of the Arbitral Tribunal constituted of three or more arbitrators shall be determined as a flat amount in accordance with Table 3 of Annex 1 to the Rules.**

Article 45(4) of the CRCICA Rules 2024 addresses the determination of fees for arbitrators when the sum in dispute does not exceed 500,000 US Dollars. Let us break down the key points of this provision:

1. **Threshold Amount:** The provision establishes a threshold amount of 500,000 US Dollars. If the sum in dispute falls below this threshold, specific fee arrangements come into effect.
2. **Flat Fee Structure:** The provision stipulates that, when the sum in dispute does not exceed 500,000 US Dollars:
  - a. The fees of a sole arbitrator will be determined as a flat amount, as per the details provided in Table 2 of Annex 1 to the Rules.
  - b. The fees of an Arbitral Tribunal consisting of three or more arbitrators will also be determined as a flat amount, according to Table 3 of Annex 1 to the Rules.
3. **Simplified Fee Calculation:** The use of a flat fee structure simplifies the calculation of arbitrators' fees in cases where the sum in dispute is relatively modest. This approach may streamline the administrative process and provide clarity to the parties and arbitrators regarding the costs involved.
4. **Promoting Cost-Efficiency:** By applying flat fees for arbitrators in smaller disputes, the provision aims to promote cost-efficiency. It recognizes that the resources and efforts required for smaller disputes may be less extensive than those for larger and more complex cases.
5. **Alignment with Annex 1 to the Rules:** Reference to Table 2 for sole arbitrators and Table 3 for Arbitral Tribunals in Annex 1 ensures consistency with the fee structures outlined in the Rules. These tables likely contain detailed information specifying the flat amounts corresponding to different sum ranges in dispute.
6. **Clarity and Predictability:** The provision contributes to the clarity and predictability of fee arrangements, making it easier for parties to anticipate and budget for the costs associated with arbitration in cases with smaller financial stakes.

In summary, Article 45(4) establishes a simplified and flat fee structure for arbitrators when the sum in dispute does not exceed 500,000 US Dollars. This approach is designed to enhance cost-efficiency, clarity, and predictability in the determination of arbitrators' fees for smaller disputes.

**5. Where the sum in dispute exceeds 500 000 (five hundred thousand) US Dollars, the fees of the sole arbitrator shall be determined in accordance with the scales set out in Table 2 of Annex**

**1 to the Rules and the Fees of the Arbitral Tribunal constituted of three or more arbitrators shall be determined in accordance with the scales set out in Table 3 of Annex 1 to the Rules.**

Article 45(5) of the CRCICA Rules 2024 pertains to the determination of arbitrators' fees when the sum in dispute exceeds 500,000 US Dollars. Here is an analysis of the key aspects of this provision:

1. **Threshold Amount:** The provision specifies a threshold amount of 500,000 US Dollars. When the sum in dispute surpasses this threshold, the fee determination mechanism changes.
2. **Use of Scale-Based Fees:** For cases where the sum in dispute exceeds 500,000 US Dollars:
  - a. The fees of a sole arbitrator will be determined based on the scales provided in Table 2 of Annex 1 to the Rules.
  - b. The fees of an Arbitral Tribunal composed of three or more arbitrators will be determined based on the scales set out in Table 3 of Annex 1 to the Rules.
3. **Scale Adjustment for Larger Disputes:** The adoption of scale-based fees recognizes that larger and more complex disputes generally require a proportionally higher level of effort, expertise, and resources. The scales likely provide graduated fee amounts corresponding to different ranges of the sum in dispute.
4. **Consistency with Annex 1 to the Rules:** The provision aligns with the detailed fee scales outlined in Tables 2 and 3 of Annex 1 to the Rules. These tables are likely to provide a structured breakdown of fees corresponding to different financial tiers of disputes.
5. **Transparent Fee Determination:** The use of scales promotes transparency in the determination of arbitrators' fees. Parties can refer to the tables in Annex 1 to anticipate the costs associated with arbitrator remuneration based on the size and complexity of the dispute.
6. **Flexibility and Adaptability:** Scales offer a degree of flexibility by allowing for fee adjustments based on the varying financial magnitudes of disputes. This approach acknowledges that the resources required for larger disputes may differ significantly from those needed for smaller cases.

In summary, Article 45(5) establishes a scale-based fee structure for arbitrators when the sum in dispute exceeds 500,000 US Dollars. This approach ensures that the fees align with the scale of the dispute, reflecting the increased complexity and resources required for larger cases.

**6. The total arbitrators' fees shall be distributed as follows: 40 % for the presiding arbitrator and 30% for each coarbitrator, unless otherwise agreed upon by the members of the arbitral tribunal.**

Article 45(6) of the CRCICA Rules 2024 addresses the distribution of arbitrators' fees among the members of the arbitral tribunal. Here is an analysis of the key points:

1. **Distribution of Arbitrators' Fees:**

- a. The provision outlines the distribution of arbitrators' fees among the members of the arbitral tribunal.
  - b. The total arbitrators' fees are divided into three shares: 40% for the presiding arbitrator and 30% for each co-arbitrator.
2. Presiding Arbitrator's Share:
- a. The presiding arbitrator, who typically plays a leadership role in managing the arbitration proceedings, receives a larger share of the total fees at 40%.
  - b. This allocation recognizes the additional responsibilities and role of the presiding arbitrator in guiding the proceedings.
3. Co-Arbitrators' Share:
- a. Each co-arbitrator receives an equal share of 30% of the total arbitrators' fees.
  - b. The equal distribution among co-arbitrators promotes fairness and symmetry in the remuneration of tribunal members.
4. Flexibility for Agreement:
- a. The provision allows for flexibility by stating that the distribution percentages can be altered if agreed upon by the members of the arbitral tribunal.
  - b. This flexibility acknowledges that parties and arbitrators may agree to different arrangements based on the circumstances of the case.
5. Preservation of Party Autonomy: Allowing the members of the arbitral tribunal to agree on a different distribution reflects the principle of party autonomy. Parties and arbitrators can tailor fee arrangements to suit the specific dynamics of their arbitration.
6. Transparency and Predictability: By specifying the distribution percentages, the provision enhances transparency and predictability in how arbitrators' fees are allocated. Parties can anticipate the likely distribution of fees when appointing arbitrators.

In summary, Article 45(6) establishes a default distribution mechanism for arbitrators' fees, with 40% for the presiding arbitrator and 30% for each co-arbitrator. However, it also allows flexibility for the tribunal members to agree on different percentages, promoting adaptability based on the preferences and agreements of the parties and arbitrators.

- 7. The arbitrator is entitled only to the fees determined in accordance with Tables 2 and 3 of Annex 1 to the Rules, which are deemed to be approved by the arbitrator upon accepting his or her mission. The Centre's determination of the fees of the arbitrator within the scales set out in Tables 2 and 3 of Annex 1 to the Rules shall be final in principle. After thus determining the Fees of the Arbitral Tribunal, any change in such fees within the scales of fees shall be upon a reasoned request from the arbitral tribunal that shall be decided by the Centre according to its discretion, having regard to the complexity of the dispute, the high sum in dispute, experience of arbitrators or any other relevant circumstances.**

Article 45(7) of the CRCICA Rules 2024 addresses the entitlement and determination of arbitrators' fees. Here is an analysis of the key points:

1. Entitlement to Fees:
  - a. The provision emphasizes that an arbitrator is entitled only to the fees determined in accordance with Tables 2 and 3 of Annex 1 to the Rules.
  - b. This ensures that arbitrators are compensated based on the scales set out in the Rules, and their entitlement to fees is linked to the amounts specified in those tables.
2. Approval of Fees Upon Acceptance:
  - a. The fees determined in Tables 2 and 3 of Annex 1 are deemed to be approved by the arbitrator upon accepting their mission.
  - b. This implies that by agreeing to serve as an arbitrator, the individual accepts the fee structure outlined in the Rules.
3. Finality of Centre's Determination:
  - a. The Centre's determination of the fees of the arbitrator within the scales set out in Tables 2 and 3 of Annex 1 is considered final in principle.
  - b. This emphasizes the authority of the Centre in establishing the initial fee structure, promoting clarity and finality in the determination of arbitrators' compensation.
4. Changes in Fees:
  - a. Any change in the determined fees within the scales of Tables 2 and 3 can only occur upon a reasoned request from the arbitral tribunal.
  - b. The Centre has the discretion to decide on such requests, taking into account various factors such as the complexity of the dispute, the high sum in dispute, the experience of arbitrators, or any other relevant circumstances.
5. Discretion of the Centre:
  - a. The provision underscores that changes in fees are subject to the discretion of the Centre, allowing the Centre to consider the specific circumstances of each case.
  - b. This discretionary power provides flexibility for the Centre to respond to legitimate requests for fee adjustments based on the unique aspects of a particular arbitration.

In summary, Article 45(7) establishes the framework for the determination and approval of arbitrators' fees, highlighting the link between entitlement and the predetermined fee scales. It also outlines the Centre's discretionary role in considering requests for changes in fees based on specified criteria.

**8. The Fees of the Arbitral Tribunal shall be paid to the arbitral tribunal upon rendering its final award signed by it. An advance not exceeding half of the deposited Fees of the Arbitral**

**Tribunal, may be paid before rendering the final award at the request of the arbitral tribunal, taking into consideration the work performed by the arbitral tribunal and other relevant circumstances.**

Article 45(8) of the CRCICA Rules 2024 pertains to the payment of the Fees of the Arbitral Tribunal and the possibility of an advance payment. Here is an analysis of the key points:

1. **Payment Timing:**
  - a. The Fees of the Arbitral Tribunal, as determined based on the sum in dispute and the fee scales in Tables 2 and 3 of Annex 1 to the Rules, shall be paid to the arbitral tribunal upon rendering its final award signed by the tribunal.
  - b. This specifies the timing for the payment of arbitrators' fees, linking it to the completion and issuance of the final award.
2. **Advance Payment:**
  - a. The provision introduces the possibility of an advance payment before rendering the final award.
  - b. The advance is subject to certain conditions, including not exceeding half of the deposited Fees of the Arbitral Tribunal.
3. **Request for Advance:**
  - a. The arbitral tribunal may request an advance payment, taking into consideration factors such as the work performed by the tribunal and other relevant circumstances.
  - b. This acknowledges that the arbitral tribunal may have ongoing financial needs during the arbitration process, and an advance could be requested to address these needs.
4. **Consideration of Work Performed:**
  - a. The provision explicitly mentions that the request for an advance should consider the work performed by the arbitral tribunal.
  - b. This recognizes that the amount of work and the stage of the arbitration process may influence the tribunal's financial requirements.
5. **Flexibility and Fairness:** By allowing for an advance payment and considering relevant circumstances, including the work performed, the provision aims to provide flexibility and fairness in addressing the financial aspects of arbitrators' compensation.

In summary, Article 45(8) establishes the payment timing for the Fees of the Arbitral Tribunal, with a provision for a possible advance payment. The conditions for such an advance include not exceeding a specified percentage and taking into account factors like the work performed by the tribunal and other relevant circumstances. This provision aims to balance the financial needs of the tribunal with the fair compensation for their services.

- 9. The Centre, in consultation with the re-constituted arbitral tribunal, shall determine the fees of the arbitrator, who has died after accepting his or her mission and before rendering the award, having regard to the work he or she has performed and all other relevant circumstances.**

Article 45(9) of the CRCICA Rules 2024 addresses the situation where an arbitrator has died after accepting the mission but before rendering the award. Here is an analysis of the key points:

1. **Death of an Arbitrator:** The provision specifically deals with the unfortunate circumstance of the death of an arbitrator during the arbitration process.
2. **Consultation with the Centre:**
  - a. The determination of the fees of the deceased arbitrator is a collaborative process involving the Centre and the re-constituted arbitral tribunal.
  - b. This emphasizes the importance of coordination and consultation in assessing the appropriate fees under these exceptional circumstances.
3. **Consideration of Work Performed:**
  - a. The determination of fees takes into account the work performed by the deceased arbitrator.
  - b. Recognizing the contributions made by the arbitrator prior to their death is an essential aspect of assessing fair compensation.
4. **All Other Relevant Circumstances:**
  - a. In addition to the work performed, the provision allows for the consideration of “all other relevant circumstances.”
  - b. This provides flexibility to consider various factors that may impact the determination of fees in the context of the arbitrator’s death.
5. **Fair and Reasonable Compensation:**
  - a. The overarching objective is to arrive at a fair and reasonable compensation for the services rendered by the deceased arbitrator.
  - b. The determination process is expected to reflect the unique circumstances of the case.

In summary, Article 45(9) establishes a procedure for determining the fees of an arbitrator who has passed away after accepting the mission but before rendering the award. The collaborative effort involving the Centre and the re-constituted arbitral tribunal is designed to ensure that the compensation is fair, taking into account the work performed by the deceased arbitrator and all other relevant circumstances. This provision addresses the practical challenges that may arise in the unfortunate event of an arbitrator’s death during the course of the arbitration.

- 10. The arbitrator who is removed according to article 13 of the Rules or successfully challenged according to article 14 of the Rules shall not be entitled to any fees, save for any fees already paid to such arbitrator in accordance with paragraph 8 of this article.**

Article 45(10) of the CRCICA Rules 2024 addresses the entitlement of an arbitrator who is removed or successfully challenged. Here is an analysis of the key points:

1. Removal or Successful Challenge:
  - a. The provision applies specifically to situations where an arbitrator is either removed according to Article 13 or successfully challenged according to Article 14 of the CRCICA Rules.
  - b. Article 13 generally deals with the removal of an arbitrator, and Article 14 outlines the procedure for challenging an arbitrator.
2. Entitlement to Fees:
  - a. The general rule established by Article 45(10) is that an arbitrator who is removed or successfully challenged is not entitled to any fees.
  - b. This reflects a consequential outcome based on the arbitrator's status after removal or successful challenge.
3. Exception for Fees Already Paid:
  - a. An exception is made for any fees already paid to the arbitrator in accordance with paragraph 8 of Article 45.
  - b. This implies that if any advance or portion of fees was paid to the arbitrator before their removal or successful challenge, that amount is not subject to recovery.
4. Encouragement of Fair and Efficient Process:
  - a. By stipulating that the arbitrator is not entitled to fees in such circumstances, the provision may contribute to the efficient and fair resolution of disputes.
  - b. It serves as an incentive for arbitrators to conduct themselves in a manner consistent with the ethical and procedural standards set out in the CRCICA Rules.

In summary, Article 45(10) reinforces the principle that an arbitrator who is removed or successfully challenged is not entitled to fees, except for any fees already paid in accordance with paragraph 8 of the same article. This aligns with the idea that arbitrators should be remunerated for their services only when they continue to fulfil their role in the arbitration process.

- 11. The arbitrator who resigns shall not be entitled to any fees, unless the Centre decides, after consulting the reconstituted arbitral tribunal, to deduct an amount out of its fees for the said arbitrator, having regard to the work performed before his or her resignation, any fees already paid in accordance with paragraph 8 of this article and other relevant circumstances.**

Article 45(11) of the CRCICA Rules 2024 addresses the entitlement of an arbitrator who resigns from their position. Here is an analysis of the key points:

1. **Resignation of the Arbitrator:** This provision applies when an arbitrator voluntarily resigns from their position during the arbitral proceedings.
2. **Entitlement to Fees:**
  - a. The general rule established by Article 45(11) is that an arbitrator who resigns shall not be entitled to any fees.
  - b. The rationale behind this rule is likely to encourage arbitrators to fulfil their commitment to the arbitration process once they have accepted the appointment.
3. **Exceptional Deduction:**
  - a. An exception to the general rule is provided in the latter part of the article. The Centre, after consulting the reconstituted arbitral tribunal, has the discretion to deduct an amount from the fees that would have been payable to the resigning arbitrator.
  - b. The deduction is contingent on factors such as the work performed by the arbitrator before their resignation, any fees already paid to the arbitrator, and other relevant circumstances.
4. **Centre's Discretion:** The provision gives the Centre the authority to make a decision on the deduction after consulting with the reconstituted arbitral tribunal. This emphasizes the importance of considering the specific circumstances surrounding the resignation.
5. **Fair Compensation for Work Performed:** The exception for deducting an amount from the fees recognizes that an arbitrator may have contributed to the proceedings before their resignation, and it allows for a fair and proportionate compensation for the work performed.

In summary, Article 45(11) establishes the general principle that an arbitrator who resigns is not entitled to fees. However, it introduces a discretionary mechanism, allowing the Centre to deduct an amount from the arbitrator's fees after considering various factors related to the resignation. This approach aims to balance the need for fair compensation with the arbitrator's commitment to the arbitration process.

**12. The arbitrator may not directly or indirectly enter into agreements with the parties or their representatives with respect to his or her fees or the Costs. The arbitrator shall also not accept directly or indirectly gifts or privileges from any of the parties or their representatives, whether before the commencement of the arbitral proceedings, during or after it.**

Article 45(12) of the CRCICA Rules 2024 addresses the conduct of arbitrators regarding their fees and interactions with the parties. Here is an analysis of the key points:

1. **Fee Agreements:**



- a. The provision prohibits arbitrators from directly or indirectly entering into agreements with the parties or their representatives regarding their fees or the costs associated with the arbitration.
  - b. This is a fundamental ethical standard to ensure the independence and impartiality of arbitrators. It prevents any potential influence on the arbitrator's decision-making based on fee arrangements.
2. Gifts or Privileges:
- a. The article extends the prohibition to the acceptance of gifts or privileges. Arbitrators are explicitly barred from accepting, directly or indirectly, gifts or privileges from any of the parties or their representatives.
  - b. This prohibition applies not only during the arbitral proceedings but also before their commencement and after their conclusion.
3. Preservation of Independence and Impartiality:
- a. The prohibition on fee agreements and acceptance of gifts or privileges underscores the importance of maintaining the independence and impartiality of arbitrators.
  - b. By preventing any financial or non-financial inducements, the rule aims to ensure that arbitrators are not swayed in their decision-making and that the arbitration process remains fair and unbiased.
4. Time Frame: The restriction on gifts and privileges applies not only during the arbitration proceedings but also before and after. This comprehensive time frame emphasizes the need for continuous adherence to ethical standards.
5. Clear Ethical Guidelines: The provision contributes to the establishment of clear ethical guidelines for arbitrators, promoting transparency and trust in the arbitration process.

In summary, Article 45(12) reinforces ethical standards for arbitrators by prohibiting fee agreements with parties or their representatives and by preventing the acceptance of gifts or privileges. These rules are designed to maintain the integrity, independence, and impartiality of arbitrators throughout the entire arbitration process.

**13. In exceptional circumstances, the Centre may, upon the approval of the Advisory Committee, determine the Fees of the Arbitral Tribunal at a figure higher or lower than that which would result from the application of Table 2 or Table 3 of Annex 1 to the Rules, provided that such determination does not exceed 25 %.**

Article 45(13) of the CRCICA Rules 2024 addresses the exceptional circumstances under which the Centre may, with the approval of the Advisory Committee, determine the fees of the arbitral tribunal at a figure higher or lower than the amounts specified in Table 2 or Table 3 of Annex 1 to the Rules. Here is an analysis of the key points:

1. **Exceptional Circumstances:** The provision acknowledges that there may be exceptional circumstances that warrant a departure from the standard fee scales set out in Table 2 (for sole arbitrators) or Table 3 (for three or more arbitrators) of Annex 1 to the Rules.
2. **Centre’s Discretion:** The determination of fees in exceptional circumstances is at the discretion of the Centre. This allows flexibility in responding to unique situations that may not be adequately addressed by the standard fee scales.
3. **Advisory Committee Approval:** The involvement of the Advisory Committee adds a layer of oversight and review. The Centre must seek approval from this committee before making a determination that deviates from the standard fee scales.
4. **Magnitude of Adjustment:** The provision places a limit on the adjustment, stating that such determination cannot exceed 25%. This cap ensures that any deviation, whether higher or lower, remains within reasonable bounds.
5. **Balancing Flexibility and Control:** By allowing adjustments in exceptional circumstances, the rule strikes a balance between providing flexibility to address unique situations and maintaining control through the involvement of the Advisory Committee.
6. **Consideration of Relevant Factors:** The phrase “exceptional circumstances” implies that the Centre should consider factors beyond the usual scope, such as the complexity of the dispute, the time and effort required, or any other compelling reasons that justify a departure from the standard fee scales.
7. **Transparency and Fairness:** The provision, by specifying a maximum deviation of 25%, promotes transparency and fairness. It prevents excessive variations that could undermine confidence in the arbitration process.

In summary, Article 45(13) grants the Centre the discretion, in consultation with the Advisory Committee, to determine the fees of the arbitral tribunal at a level higher or lower than the standard fee scales in exceptional circumstances, with a specified cap of 25%. This provision ensures adaptability to unique situations while maintaining control and fairness in the fee-setting process.

## ARTICLE 46

### DEPOSIT OF THE ADMINISTRATIVE FEES AND THE FEES OF THE ARBITRAL TRIBUNAL

1. **The parties shall deposit at the Centre the determined Administrative Fees (in accordance with Table 1 of Annex 1 to the Rules and article 44 of the Rules) and the Fees of the Arbitral Tribunal (in accordance with Tables 2 and 3 of Annex 1 to the Rules and article 45 of the Rules) in full within 15 days after the receipt of the request of payment made by the Centre and in all cases before the constitution of the arbitral tribunal. Unless otherwise agreed upon by the parties, these deposits, save for the registration fee under article 43 of the Rules, are payable in equal shares by the claimant and the respondent.**

Article 46(1) of the CRCICA Rules 2024 outlines the procedures and obligations regarding the payment of Administrative Fees and Fees of the Arbitral Tribunal by the parties. Here is an analysis of the key points:

1. **Payment Obligation:** The provision imposes an obligation on the parties to deposit the determined Administrative Fees and Fees of the Arbitral Tribunal at the Centre. These fees are essential for covering the costs associated with the administration of the arbitration and the compensation of the arbitral tribunal.
2. **Timeframe for Payment:** Parties are required to make the payment within 15 days after receiving the request for payment from the Centre. This timeframe ensures prompt financial arrangements and contributes to the efficient commencement of the arbitration process.
3. **Payment Before Constitution of the Arbitral Tribunal:** Emphasizing the importance of upfront payments, the provision stipulates that the fees must be deposited in full before the constitution of the arbitral tribunal. This ensures that the necessary financial resources are available before the tribunal commences its work.
4. **Equal Shares Principle:** Unless otherwise agreed upon by the parties, the provision states that these deposits, excluding the registration fee under Article 43, are payable in equal shares by the claimant and the respondent. This reflects a principle of fairness in the distribution of financial responsibilities.
5. **Separate Payments for Registration Fee:** The registration fee under Article 43 is treated separately from the other deposits. It is not subject to the equal shares principle and is not required to be paid before the constitution of the arbitral tribunal.
6. **Ensuring Financial Preparedness:** Requiring payment before the constitution of the arbitral tribunal ensures that the financial aspects are settled in advance, contributing to the overall efficiency and smooth functioning of the arbitration process.
7. **Avoidance of Delays:** Timely payments help avoid delays in the arbitration process, as the Centre can proceed with the constitution of the arbitral tribunal once the required fees are deposited.

In summary, Article 46(1) establishes clear guidelines for the payment of Administrative Fees and Fees of the Arbitral Tribunal by the parties. It emphasizes the importance of prompt and full payments before the constitution of the arbitral tribunal, promoting financial preparedness and efficiency in the arbitration proceedings.

2. **If the Administrative Fees and the Fees of the Arbitral Tribunal are not paid in accordance with paragraph 1 of this article, the Centre shall so inform the parties in order that one or more of them may make the required payment within a specified period of time set by the Centre. If such payment is not made, the Centre may suspend or terminate the arbitral proceedings if the arbitral tribunal has not yet been fully constituted, or if it has not yet commenced the conduct of the proceedings, otherwise the Centre may request the arbitral tribunal to make such suspension or termination of the arbitral proceedings.**

Article 46(2) of the CRCICA Rules 2024 addresses the consequences and procedures in the event that the parties fail to pay the required Administrative Fees and Fees of the Arbitral Tribunal. Here is an analysis of the key points:

1. **Notification of Non-Payment:** If the parties fail to pay the Administrative Fees and Fees of the Arbitral Tribunal as required by Article 46(1), the Centre is obligated to inform the

parties of the non-payment. This notification serves to alert the parties to the deficiency in meeting their financial obligations.

2. **Opportunity to Remedy:** The Centre provides an opportunity for the parties to rectify the non-payment by specifying a period of time within which the required payment must be made. This is a procedural step aimed at giving parties a chance to fulfil their financial obligations and proceed with the arbitration.
3. **Suspension or Termination:** If the required payment is not made within the specified period, the Centre is empowered to take certain actions based on the status of the arbitral proceedings:
4. **Before Full Constitution:** If the arbitral tribunal has not yet been fully constituted, or if it has not commenced the conduct of the proceedings, the Centre may suspend or terminate the arbitral proceedings. This underscores the importance of financial readiness before significant steps in the arbitration process are taken.
5. **After Commencement:** If the arbitral tribunal has already commenced the proceedings, the Centre may request the arbitral tribunal to suspend or terminate the proceedings. This recognizes the need for financial preparedness throughout the arbitration process.
6. **Ensuring Financial Regularity:** The provision ensures that the arbitral proceedings are conducted with financial regularity. Non-payment of fees can disrupt the proceedings and compromise the efficient administration of the arbitration. The outlined procedures are designed to address such situations and maintain the integrity of the process.

In summary, Article 46(2) establishes a mechanism for dealing with the consequences of non-payment of Administrative Fees and Fees of the Arbitral Tribunal. It allows for notification, provides an opportunity for remedy, and outlines specific actions, including potential suspension or termination of the arbitral proceedings, to ensure financial regularity in the arbitration process.

**3. Notwithstanding paragraph 1 of this article, where counterclaims or set-offs are submitted, the Centre may, at the request of a party, decide that each party shall pay the Administrative Fees and the Fees of the Arbitral Tribunal corresponding to its claims, taking into consideration the relevant circumstances of the case.**

Article 46(3) of the CRCICA Rules 2024 introduces a provision that allows for a different allocation of the financial responsibility for Administrative Fees and Fees of the Arbitral Tribunal when counterclaims or set-offs are involved. Here is an analysis of the key points:

1. **Exception to Equal Shares Principle:** The general principle, as stated in Article 46(1), is that the parties are required to pay equal shares of the Administrative Fees and Fees of the Arbitral Tribunal unless otherwise agreed. However, Article 46(3) introduces an exception to this equal sharing principle in the specific context of counterclaims or set-offs.
2. **Discretionary Power of the Centre:** The provision grants discretionary power to the Centre to decide, upon the request of a party, that each party shall bear the financial responsibility corresponding to its claims. This decision is to be made by the Centre, taking into consideration the relevant circumstances of the case.

3. **Consideration of Relevant Circumstances:** The Centre’s decision on the allocation of financial responsibility is contingent upon an evaluation of the circumstances specific to the case. This suggests flexibility in addressing the financial aspects of counterclaims or set-offs based on the particulars of each situation.
4. **Party Request Requirement:** The provision is triggered by a request from a party. This underscores the role of the parties in shaping the financial arrangements of the arbitration, particularly when counterclaims or set-offs are involved.
5. **Maintaining Fairness and Efficiency:** The discretion given to the Centre aims to ensure fairness and efficiency in the financial aspects of arbitration. It recognizes that the financial dynamics may vary when counterclaims or set-offs are asserted, and tailoring the allocation based on the circumstances may be more equitable.

In summary, Article 46(3) allows for a departure from the general equal sharing principle when counterclaims or set-offs are raised. It grants the Centre discretionary authority, upon the request of a party, to determine a more tailored allocation of the Administrative Fees and Fees of the Arbitral Tribunal, considering the specific circumstances of the case.

4. **The amount of any Administrative Fees and the Fees of the Arbitral Tribunal fixed by the Centre may be subject to re-adjustment at any time during the course of the arbitration based on the change in the aggregate value of the claims, counterclaims and set-offs. The arbitral tribunal shall inform the Centre of any change in the sum in dispute. If the relevant payment relating to the re-adjustment is not made within the specified period of time set by the Centre, the Centre may request the arbitral tribunal to suspend or terminate the arbitral proceedings with respect to the re-adjusted sum claimed, counterclaimed or subject of a set-off.**

Article 46(4) of the CRCICA Rules 2024 addresses the possibility of re-adjustment of the Administrative Fees and the Fees of the Arbitral Tribunal during the course of the arbitration. Here is an analysis of the key points:

1. **Dynamic Adjustment Mechanism:** The provision introduces a dynamic mechanism for adjusting the amount of Administrative Fees and Fees of the Arbitral Tribunal. This adjustment is contingent upon changes in the aggregate value of the claims, counterclaims, and set-offs.
2. **Ongoing Assessment of Financial Commitments:** It recognizes that the financial dynamics of an arbitration may change over time due to amendments, additional claims, counterclaims, or other developments that impact the overall value of the dispute. The provision ensures that the financial commitments of the parties are continuously assessed and adjusted accordingly.
3. **Obligation to Inform the Centre:** The arbitral tribunal is obligated to inform the Centre of any change in the sum in dispute that may trigger a re-adjustment of fees. This notification requirement is crucial for maintaining transparency and ensuring that the financial aspects of the arbitration align with the evolving circumstances of the case.
4. **Timely Payment Requirement:** If a relevant payment related to the re-adjustment is not made within the specified period set by the Centre, the Centre is empowered to take action. This action may involve requesting the arbitral tribunal to suspend or terminate

the proceedings with respect to the re-adjusted sum claimed, counterclaimed, or subject to a set-off.

5. **Balance between Flexibility and Control:** The provision strikes a balance between providing flexibility for adjustments based on changing circumstances and maintaining control over the financial administration of the arbitration. It ensures that adjustments are made in a timely manner and that parties fulfil their financial obligations.

In summary, Article 46(4) introduces a mechanism for adjusting the Administrative Fees and Fees of the Arbitral Tribunal during the arbitration process to accommodate changes in the overall value of the dispute. It emphasizes the need for ongoing assessment, timely notification, and compliance with adjusted financial commitments.

## **ARTICLE 47 COSTS AND PAYMENT**

### **1. The Costs shall be paid by the parties to the Centre in accordance with the Centre's directions.**

Article 47(1) of the CRCICA Rules 2024 pertains to the payment of Costs and outlines the basic framework for the financial responsibilities of the parties. Here is an analysis of the key points:

1. **Responsibility for Payment:** The provision establishes that the Costs, which include various components such as registration fees, administrative fees, and arbitrator fees, are to be paid by the parties. The term "Costs" encompasses a range of expenses associated with the arbitration process.
2. **Payment to the Centre:** The designated recipient of the payment is the Centre. This emphasizes a centralized and coordinated approach to financial transactions related to the arbitration. The Centre acts as a focal point for the receipt and administration of the financial aspects of the arbitration proceedings.
3. **Flexibility in Determining Costs:** While the provision does not delve into the specific breakdown of Costs, it refers to payment in accordance with the Centre's directions. This suggests that the Centre has the discretion to determine and communicate the specific details and amounts associated with the Costs to be paid by the parties.
4. **Central Role of the Centre:** By directing the parties to pay the Costs to the Centre, the provision underscores the central role of the arbitral institution in overseeing and managing the financial aspects of the arbitration. This is in line with institutional arbitration practices where the administering institution plays a key role in the administration of Costs.
5. **Flexibility for Specifics:** The provision does not prescribe a fixed formula for the allocation or determination of Costs but provides flexibility for the Centre to issue directions. This flexibility allows the Centre to consider the unique circumstances of each case and issue specific instructions regarding the payment of Costs.

In summary, Article 47(1) establishes the general principle that the parties are responsible for paying the Costs associated with the arbitration, and these payments are to be made to the Centre in

accordance with the Centre's directions. The provision emphasizes the central role of the Centre in managing the financial aspects of the arbitration process.

**2. The parties are jointly and severally liable to the Centre for the Administrative Fees and the Fees of the Arbitral Tribunal.**

Article 47(2) of the CRCICA Rules 2024 outlines the joint and several liability of the parties for the payment of Administrative Fees and Fees of the Arbitral Tribunal. Here is an analysis of the key points:

1. **Joint and Several Liability:** The provision establishes that the parties share joint and several liability for the payment of both Administrative Fees and Fees of the Arbitral Tribunal. Joint and several liability means that each party is individually responsible for the full amount of the fees, and collectively, they are responsible for the entire sum.
2. **Administrative Fees and Fees of the Arbitral Tribunal:** The joint and several liability applies specifically to two categories of fees: Administrative Fees and Fees of the Arbitral Tribunal. Administrative Fees are generally associated with the administrative costs of the arbitration process, while Fees of the Arbitral Tribunal encompass the compensation for the arbitrators' services.
3. **Balancing Financial Responsibilities:** This provision helps to ensure that the financial obligations associated with the arbitration process are not solely dependent on one party. Joint and several liability provides a mechanism for balancing the financial responsibilities between the parties, and it allows the Centre to seek payment from any or all parties in case of non-payment by one or more parties.
4. **Financial Efficiency:** Joint and several liability enhances the financial efficiency of the arbitration process. It ensures that the Centre can proceed with the administration of the arbitration without delays caused by disputes or difficulties related to the allocation of financial responsibilities among the parties.
5. **Consistency with Institutional Arbitration Practices:** The imposition of joint and several liability is consistent with common practices in institutional arbitration. Many arbitration institutions adopt similar principles to ensure the smooth administration of arbitrations, especially in cases where parties might face challenges in coordinating or agreeing on financial matters.

In summary, Article 47(2) emphasizes the joint and several liability of the parties for the payment of Administrative Fees and Fees of the Arbitral Tribunal. This approach is designed to promote financial efficiency and avoid procedural delays associated with disputes over financial responsibilities.

**3. In relation to interpretation, correction or completion of any award under articles 38 to 40 of the Rules, the arbitral tribunal may charge its expenses referred to in article 41, paragraph 2 (d) of the Rules, but no additional fees.**

Article 47(3) of the CRCICA Rules 2024 pertains to the expenses that the arbitral tribunal may charge in the context of interpretation, correction, or completion of an award under Articles 38 to 40 of the Rules. Here is an analysis of the key points:

1. **Specific Context:** This provision specifically addresses situations related to the interpretation, correction, or completion of an award under Articles 38 to 40 of the

CRCICA Rules. These articles deal with requests for interpretation, correction of errors, and the making of additional awards.

2. **Expenses Charged by the Arbitral Tribunal:** The arbitral tribunal is granted the authority to charge its expenses in the context described in the provision. These expenses are specifically referred to in Article 41, Paragraph 2(d) of the Rules.
3. **Nature of Expenses:** The expenses mentioned in Article 41, Paragraph 2(d) include the reasonable travel and other expenses incurred by the arbitrators. This may cover costs associated with activities such as hearings, meetings, or other necessary actions undertaken by the arbitrators.
4. **Limitation on Additional Fees:** Importantly, the provision explicitly states that the arbitral tribunal may charge its expenses but is precluded from charging any additional fees in this context. This means that while the tribunal can recover the actual costs incurred, it cannot impose extra fees beyond what is necessary to cover its expenses.
5. **Balance of Fairness and Cost Recovery:** The provision strikes a balance between allowing the arbitral tribunal to recover reasonable expenses related to the specified actions and ensuring fairness by preventing the imposition of additional fees. This approach aligns with principles of reasonableness and proportionality in cost recovery.
6. **Encouraging Efficiency and Access:** Allowing the arbitral tribunal to recover necessary expenses without imposing additional fees may contribute to the efficiency of the arbitral process. It also aligns with the broader objective of making arbitration accessible by avoiding unnecessary financial burdens on the parties.

In summary, Article 47(3) grants the arbitral tribunal the authority to charge its expenses, as specified in Article 41, Paragraph 2(d), in the specific context of interpretation, correction, or completion of an award. Importantly, it establishes a limitation by explicitly stating that no additional fees beyond the actual expenses incurred can be charged in this scenario.

4. **In case an order is issued by the arbitral tribunal to terminate the proceedings, before the final award is made, or to record the settlement in the form of an arbitral award on agreed terms pursuant to article 37, paragraph 1 of the Rules, the Centre shall finally determine the Costs having regard to when the arbitral tribunal has terminated the proceedings or rendered an arbitral award on agreed terms, the work performed by the arbitral tribunal and other relevant circumstances.**

Article 47(4) of the CRCICA Rules 2024 addresses the determination of Costs by the Centre in specific situations where an order is issued by the arbitral tribunal to terminate proceedings or to record a settlement. Here is an analysis of the key points:

1. **Termination of Proceedings or Settlement:** The provision applies in two specific situations:
  - a. Termination of proceedings by the arbitral tribunal before the final award is made.
  - b. Recording a settlement in the form of an arbitral award on agreed terms, as per Article 37, Paragraph 1 of the Rules.



2. **Role of the Centre in Determining Costs:** The Centre is given the responsibility to finally determine the Costs in these situations. This indicates that the Centre plays a crucial role in assessing and fixing the financial aspects associated with the termination of proceedings or the recording of a settlement.
3. **Consideration of Relevant Circumstances:** The determination of Costs by the Centre is to be done with regard to specific factors:
  - a. Timing of the termination of proceedings or the rendering of an arbitral award on agreed terms.
  - b. The work performed by the arbitral tribunal.
  - c. Other relevant circumstances.
4. **Timing as a Factor:** The provision highlights the importance of considering when the arbitral tribunal has taken the action (termination or recording of a settlement) in the determination of Costs. This timing factor could influence the quantum of Costs.
5. **Work Performed by the Arbitral Tribunal:** The provision recognizes that the work performed by the arbitral tribunal is a relevant factor in determining Costs. This underscores the idea that the efforts and contributions of the tribunal in the given circumstances should be acknowledged in the financial determination.
6. **Flexibility and Case-Specific Approach:** The use of the phrase “other relevant circumstances” suggests a flexible and case-specific approach. It allows the Centre to take into account additional factors or unique aspects of a particular case that may impact the determination of Costs.
7. **Fairness and Equity:** The provision aims to ensure fairness and equity in the allocation of Costs, considering the specific circumstances under which the proceedings are terminated or a settlement is recorded.

In summary, Article 47(4) empowers the Centre to make the final determination of Costs when the arbitral tribunal issues an order to terminate proceedings or records a settlement. The provision underscores the importance of considering factors such as timing, the work performed by the tribunal, and other relevant circumstances in this financial determination.

#### **ARTICLE 48 EXPENSES**

**In addition to the Administrative Fees and the Fees of the Arbitral Tribunal, the Centre shall fix an amount to cover any reasonable travel and other expenses referred to in article 41, paragraph 2 (d), (e), (f) and (h) of the Rules. Such expenses shall be payable in equal shares by the claimant and the respondent. If such expenses are not paid in full within 15 days after the receipt of the request of payment made by the Centre to the parties, the Centre shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Centre may request that the arbitral tribunal suspends or terminates the arbitral proceedings.**

Article 48 of the CRCICA Rules 2024 addresses the determination and payment of additional expenses beyond the Administrative Fees and the Fees of the Arbitral Tribunal. Here is an analysis of the key points:

1. **Additional Expenses:** Article 48 pertains to an additional category of expenses, specifically those related to reasonable travel and other expenses as outlined in article 41, paragraph 2 (d), (e), (f), and (h) of the Rules.
2. **Responsibility for Determining Amount:** The responsibility for fixing the amount to cover these additional expenses lies with the Centre. This implies that the Centre has the authority to assess and determine the reasonable amount required to cover the specified expenses.
3. **Equal Sharing by Claimant and Respondent:** The financial burden of these additional expenses is intended to be shared equally between the claimant and the respondent. This reflects a principle of fairness and shared responsibility in meeting the supplementary costs.
4. **Payment Timeframe:** The provision establishes a timeframe for the payment of these additional expenses. Parties are expected to pay in full within 15 days after receiving a request for payment from the Centre.
5. **Consequences of Non-payment:** If the additional expenses are not paid in full within the specified timeframe, the Centre is authorized to inform the parties. Subsequently, if the required payment is not made, the Centre has the option to request the arbitral tribunal to suspend or terminate the arbitral proceedings.
6. **Enforcement Mechanism:** The provision includes a mechanism for enforcing payment by involving the arbitral tribunal. This underscores the seriousness of meeting financial obligations and emphasizes the potential consequences, including the suspension or termination of proceedings, for non-compliance.
7. **Consistency with the Overall Fee Structure:** Article 48 ensures consistency with the overall fee structure outlined in the CRCICA Rules by addressing additional expenses in a manner that aligns with the principles of fairness and shared financial responsibility between the parties.

In summary, Article 48 provides a framework for determining and sharing the financial burden of additional expenses related to travel and other specified items. It establishes clear timelines for payment and outlines the consequences, involving the arbitral tribunal if necessary, in case of non-payment.

## ARTICLE 49 ALLOCATION OF COSTS

1. **Before awarding the Costs, the arbitral tribunal shall request that the Centre provides a statement relating to the deposits made by the parties and, to the extent applicable, request from the parties their legal fees and other costs incurred in relation to the arbitration.**

Article 49(1) of the CRCICA Rules 2024 addresses the process that the arbitral tribunal must follow before awarding the Costs. Here is an analysis of the key points:

1. **Request for Information:** The provision mandates that, before making any determination regarding the Costs, the arbitral tribunal must request the Centre to provide a statement related to the deposits made by the parties. This indicates that the tribunal seeks information on the financial contributions made by the parties.
2. **Legal Fees and Other Costs:** Additionally, the arbitral tribunal is instructed to request, to the extent applicable, information from the parties regarding their legal fees and other costs incurred in connection with the arbitration. This broadens the scope beyond the deposits to include other costs borne by the parties.
3. **Consideration of Financial Contributions:** The requirement to obtain information about the deposits made by the parties suggests that the arbitral tribunal takes into consideration the financial contributions made by each party when deciding on the allocation of Costs. This aligns with the principle of fairness and proportionality in cost allocation.
4. **Transparency and Informed Decision-Making:** The provision underscores the importance of transparency and informed decision-making in the determination of Costs. By seeking information on deposits and other costs, the arbitral tribunal aims to have a comprehensive understanding of the financial aspects of the arbitration.
5. **Balancing the Financial Burden:** The request for information on legal fees and other costs incurred by the parties implies that the arbitral tribunal seeks to balance the financial burden imposed on the parties when deciding on the allocation of Costs. This approach ensures fairness in the cost allocation process.
6. **Procedural Order for Information:** The provision does not prescribe the specific timing or manner in which the arbitral tribunal should make the request for information. It leaves room for the tribunal to issue procedural orders as necessary to obtain the required information.

In summary, Article 49(1) reflects the tribunal's diligence in gathering relevant financial information before making decisions on the allocation of Costs. This approach promotes transparency, fairness, and a comprehensive understanding of the financial aspects of the arbitration process.

2. **Unless otherwise agreed, the Costs shall in principle be borne by the unsuccessful party. The arbitral tribunal may apportion any of the Costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case, including the parties' contributions to the efficient conduct of the proceedings and the avoidance of unnecessary delay and expense.**

Article 49(2) of the CRCICA Rules 2024 addresses the allocation of Costs in arbitral proceedings. Here is an analysis of the key points:

1. **Default Principle - Unsuccessful Party Bears Costs:** The article establishes a default principle that, in principle, the Costs are to be borne by the unsuccessful party. This is a common practice in arbitration to incentivize parties to present meritorious claims and defences.

2. **Discretion to Apportion Costs:** The provision grants the arbitral tribunal the discretion to apportion the Costs between the parties. This discretion allows the tribunal to consider the specific circumstances of the case and make a determination that aligns with principles of fairness and equity.
3. **Reasonableness Standard:** The standard for apportioning Costs is reasonableness. The arbitral tribunal is directed to make an assessment based on what it deems reasonable, taking into account various factors. This includes considering the parties' contributions to the efficient conduct of the proceedings and the avoidance of unnecessary delay and expense.
4. **Circumstances Considered:** The provision explicitly mentions that the arbitral tribunal should consider the circumstances of the case. This may include factors such as the conduct of the parties during the proceedings, the complexity of the case, and any actions that may have contributed to unnecessary delay or expense.
5. **Efficient Conduct of Proceedings:** The reference to the parties' contributions to the efficient conduct of the proceedings underscores the importance of cooperation and good faith in the arbitration process. Parties that actively contribute to the efficient resolution of the dispute may be favoured in the apportionment of Costs.
6. **Avoidance of Unnecessary Delay and Expense:** The provision also emphasizes the importance of avoiding unnecessary delay and expense. This aligns with the overarching goal of arbitration to provide a cost-effective and timely alternative to traditional litigation.
7. **Flexibility in Decision-Making:** The use of the term "may" in the provision grants the arbitral tribunal discretion without imposing a mandatory obligation. This flexibility allows the tribunal to tailor its decision to the specific circumstances of each case.

In summary, Article 49(2) provides a framework for the allocation of Costs, with a default principle of the unsuccessful party bearing the Costs and a discretionary power for the tribunal to apportion Costs based on reasonableness and consideration of various case-specific factors.

**3. The arbitral tribunal shall in the final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party(s) as a result of the decision on allocation of costs referred to in paragraph 2 of this article.**

Article 49(3) of the CRCICA Rules 2024 addresses the procedural aspect related to the determination of the amount a party may have to pay to another party as a result of the decision on the allocation of costs under Article 49(2). Here is an analysis of the key points:

1. **Timing of Determination:** The provision specifies that the arbitral tribunal shall make the determination regarding the amount that a party may have to pay to another party as a result of the decision on the allocation of costs. This determination is to be included in the final award, or, if deemed appropriate by the tribunal, in any other award.
2. **Final Award or Other Award:** The arbitral tribunal is given flexibility in choosing the form of the award in which the determination is made. While the default is the inclusion in the final award, the provision recognizes that, in certain circumstances, it might be more appropriate to address the issue in a separate or interim award.

3. **Comprehensive Resolution:** By addressing the determination of the amount in the award, the provision contributes to providing a comprehensive resolution of the dispute. This ensures that matters related to the allocation of costs and the specific amounts involved are clearly articulated in the award, providing clarity to the parties.
4. **Correspondence to Allocation Decision:** The determination of the amount is explicitly linked to the decision on the allocation of costs as set out in Article 49(2). This ensures consistency in the tribunal’s decision-making process, as the amount to be paid is a direct consequence of the allocation decision.
5. **Enforcement Clarity:** Including the determination in the award provides clarity on the enforceability of the decision. Parties can refer to the award to understand not only the allocation of costs but also the specific amount that may be payable.
6. **Flexibility in Award Form:** The use of the term “if it deems appropriate” allows the tribunal flexibility in determining the most suitable form for addressing the amount. This acknowledges that different cases may warrant different approaches.

In summary, Article 49(3) ensures that the arbitral tribunal addresses the determination of the amount a party may have to pay to another party as a consequence of the decision on the allocation of costs. The provision offers flexibility in choosing the form of the award, aiming for a comprehensive and enforceable resolution of the matter.

SECTION VI  
OTHER PROVISIONS

ARTICLE 50  
CONSOLIDATION

1. **A party may file a request to the Centre to consolidate two or more arbitrations pending under the Rules into a single arbitration (“Request for Consolidation”). The Centre may, upon the approval of the Advisory Committee, accept or reject the Request for Consolidation provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:**
  - a. **All parties have agreed in writing to consolidation;**
  - b. **All of the claims in the arbitrations are made under the same arbitration agreement or agreements; or**
  - c. **The claims in the arbitrations are not made under the same arbitration agreement or agreements and the Centre finds the arbitration agreements to be compatible and the disputes in the arbitrations arise in connection with the same legal relationship, the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or the disputes arise out of the same transaction or series of transactions.**

Article 50(1) of the CRCICA Rules 2024 addresses the process of consolidation of multiple arbitrations into a single arbitration. Here is an analysis of the key points:

1. **Consolidation Request:** The provision allows a party to file a request with the Centre for the consolidation of two or more arbitrations that are pending under the Rules. This reflects the recognition that consolidation can be an efficient and effective means of resolving related disputes in a coordinated manner.
2. **Centre’s Discretion:** The decision to accept or reject the Request for Consolidation is within the discretion of the Centre. This discretion is subject to the approval of the Advisory Committee, which ensures a level of oversight and review.
3. **Criteria for Consolidation:** The criteria for consolidation are outlined in three alternative scenarios:
  - a. **Consent of Parties:** Consolidation is permitted if all parties involved in the arbitrations have agreed in writing to the consolidation.
  - b. **Same Arbitration Agreement:** Consolidation is allowed if all claims in the arbitrations are made under the same arbitration agreement or agreements.
  - c. **Compatible Arbitration Agreements:** Consolidation is permitted if the claims in the arbitrations do not arise under the same arbitration agreement(s), but the Centre finds the arbitration agreements to be compatible. Additionally, the disputes in the arbitrations must arise in connection with the same legal relationship, out of contracts consisting of a principal contract and its ancillary contract(s), or out of the same transaction or series of transactions.

4. **Flexible Approach to Consolidation:** The criteria provide flexibility, recognizing that consolidation may be appropriate in various situations, such as when there is unanimous consent, a common arbitration agreement, or a compatibility of arbitration agreements with related legal relationships or transactions.
5. **Legal Relationship and Transactions:** The provision specifies that consolidation is suitable when disputes arise in connection with the same legal relationship, out of contracts with a principal and ancillary structure, or out of the same transaction or series of transactions. This reflects an understanding that consolidation is most appropriate when there are substantial connections between the disputes.
6. **Advisory Committee Approval:** The involvement of the Advisory Committee in the approval process ensures a level of oversight by an external body, adding a layer of scrutiny to the decision-making process.

In summary, Article 50(1) empowers a party to request consolidation of multiple arbitrations pending under the Rules, and the Centre, with the approval of the Advisory Committee, has the discretion to accept or reject the request based on specified criteria related to the parties' consent, common arbitration agreements, or compatibility of arbitration agreements with the legal relationships or transactions at issue. This provision provides a framework for a flexible and case-specific approach to consolidation.

**2. The Request for Consolidation shall include the following:**

- a. **The case reference numbers of the arbitrations requested to be consolidated;**
- b. **The names in full, addresses, and other contact details, if known, of all parties and their representatives, if any, and any arbitrators who have been appointed in the arbitrations requested to be consolidated;**
- c. **Identification of the arbitration agreement(s) that are invoked;**
- d. **A copy of the contract(s) or other legal instrument(s) out of or in relation to which the Request for Consolidation arises, or reference thereto;**
- e. **If the Request for Consolidation is being made under paragraph 1(a) of this article, identification of the relevant agreement and, where possible, a copy of such agreement;**
- f. **A statement of the facts and legal basis supporting the Request for Consolidation of the arbitrations and an indication of the amount involved, if any, in each of the arbitrations; and**
- g. **Comments on the constitution of the arbitral tribunal if the Request for Consolidation is accepted, including whether to preserve the appointment of any arbitrators already appointed.**

Article 50(2) of the CRCICA Rules 2024 provides detailed requirements for the content of a Request for Consolidation. The information to be included in the request is outlined as follows:

1. **Case Reference Numbers:** The request must specify the case reference numbers of the arbitrations that are being proposed for consolidation. This is crucial for the Centre to identify and link the relevant proceedings.
2. **Party and Representative Details:** Full names, addresses, and other contact details of all parties involved in the arbitrations to be consolidated should be provided. This includes information about their representatives and any appointed arbitrators. Having this information is essential for communication and coordination.
3. **Identification of Arbitration Agreement(s):** The arbitration agreement(s) invoked in each of the arbitrations must be clearly identified. This is fundamental to establishing the basis for consolidation, especially when the request is not based on unanimous consent.
4. **Copy of Contract(s) or Legal Instrument(s):** A copy of the relevant contract(s) or other legal instrument(s) that form the basis of the disputes in relation to the request for consolidation should be provided. Alternatively, a clear reference to these documents must be included.
5. **Specifics for Consent-Based Consolidation:** If the request is made under paragraph 1(a) of Article 50 (i.e., based on the unanimous consent of all parties), the request should identify the relevant agreement and, if possible, include a copy of such agreement. This emphasizes the importance of demonstrating the parties' agreement to consolidation.
6. **Statement of Facts and Legal Basis:** The request must include a statement outlining the factual and legal grounds supporting the consolidation of the arbitrations. This provides a basis for evaluating the appropriateness of consolidation.
7. **Indication of Amount Involved:** If there is a monetary aspect involved in each of the arbitrations, the request should include an indication of the amount at issue in each case. This information may be relevant for assessing the financial implications of the consolidation.
8. **Comments on Arbitral Tribunal Constitution:** If the request for consolidation is accepted, the submitting party is required to provide comments on the constitution of the arbitral tribunal. This includes considerations about whether to preserve the appointment of any arbitrators who have already been appointed in the arbitrations to be consolidated.

In summary, Article 50(2) sets out comprehensive requirements for the content of a Request for Consolidation, ensuring that the Centre receives all the necessary information to assess and facilitate the consolidation process effectively. This includes details about the arbitrations, parties, arbitration agreements, legal instruments, grounds for consolidation, financial aspects, and considerations regarding the constitution of the arbitral tribunal.

**3. The Centre may vary any of the requirements in paragraph 2 of this article, as it deems appropriate.**

Article 50(3) of the CRCICA Rules 2024 grants flexibility to the Centre in handling requests for consolidation. This provision stipulates that the Centre has the authority to vary any of the requirements outlined in Article 50(2) as it deems appropriate. Key points regarding Article 50(3):



1. **Centre’s Discretion:** The Centre has discretion in determining the specific requirements and information necessary for a Request for Consolidation. This discretion allows the Centre to adapt its approach based on the circumstances of each case.
2. **Adaptability to Unique Situations:** By having the authority to vary requirements, the Centre can tailor its expectations to the unique characteristics of different arbitrations. This adaptability is crucial to efficiently manage the consolidation process in diverse scenarios.
3. **Consideration of Practicalities:** The provision acknowledges that there may be practical considerations or unique aspects of certain cases that warrant a departure from the standard requirements. This recognition of variability allows the Centre to balance procedural efficiency with the need for comprehensive information.
4. **Facilitation of the Consolidation Process:** Granting flexibility to the Centre supports the overall objective of facilitating the consolidation process. It enables the Centre to focus on the substance of the request and the practicalities involved in consolidating multiple arbitrations.

In summary, Article 50(3) empowers the Centre to exercise flexibility and make adjustments to the requirements for a Request for Consolidation. This provision reflects an understanding that consolidation requests may vary in complexity, and it allows the Centre to efficiently manage the consolidation process based on the specific circumstances of each case.

4. **The Request for Consolidation shall be submitted by the party to the Centre in accordance with article 2, paragraph 6 of the Rules. The Centre shall communicate the Request for Consolidation to the non-requesting parties and any appointed arbitrators in the arbitrations requested to be consolidated.**

Article 50(4) of the CRCICA Rules 2024 outlines the procedural steps regarding the submission and communication of a Request for Consolidation. Here are the key points:

1. **Request Submission:** The party seeking consolidation (requesting party) is responsible for submitting the Request for Consolidation. This submission must adhere to the requirements set out in Article 50(2) of the Rules.
2. **Submission to the Centre:** The Request for Consolidation must be formally submitted to the Centre. The provision refers to Article 2, Paragraph 6 of the Rules, which likely details the general procedure for submitting requests to the Centre.
3. **Communication by the Centre:** Following the submission, the Centre takes an active role in the consolidation process. The Centre is obligated to communicate the Request for Consolidation to all relevant parties, including non-requesting parties (parties not initiating the consolidation) and any arbitrators already appointed in the arbitrations intended for consolidation.
4. **Ensuring Awareness:** By notifying all relevant parties and arbitrators, the Centre ensures that everyone involved in the arbitrations subject to consolidation is aware of the request. This is essential for transparency and allows non-requesting parties and arbitrators to respond or provide input regarding the proposed consolidation.

5. Promoting Procedural Fairness: Communication by the Centre is in line with principles of procedural fairness, as it provides an opportunity for all parties and arbitrators to be informed and potentially participate in the decision-making process related to consolidation.

In summary, Article 50(4) establishes a clear procedure for the submission of a Request for Consolidation by a party, detailing the responsibilities of the requesting party and the subsequent communication of the request by the Centre to all relevant parties and arbitrators involved in the arbitrations to be consolidated.

5. **Within 10 days from the date of receipt of the Request for Consolidation from the Centre, the non-requesting parties and any appointed arbitrators in the arbitrations requested to be consolidated are required to provide their comments on the particulars set forth in the Request for Consolidation pursuant to paragraph 2 of this article to the Centre in accordance with article 2, paragraph 6 of the Rules. The Centre shall communicate such comments of the non-requesting parties and any appointed arbitrators to the remaining parties.**

Article 50(5) of the CRCICA Rules 2024 outlines the time frame and procedure for non-requesting parties and appointed arbitrators to respond to a Request for Consolidation. Here are the key points:

1. Time Limit for Response: Non-requesting parties (parties not initiating the consolidation) and any arbitrators already appointed in the arbitrations requested for consolidation are given a specific time limit. Within 10 days from the date of receiving the Request for Consolidation from the Centre, they are required to provide their comments on the particulars outlined in the request.
2. Submission of Comments: The comments from non-requesting parties and appointed arbitrators should be submitted directly to the Centre. The provision refers to Article 2, Paragraph 6 of the Rules, specifying the procedural aspect related to the submission of comments.
3. Communication by the Centre: Upon receiving comments within the stipulated timeframe, the Centre is responsible for communicating these comments to all parties involved in the arbitrations intended for consolidation. This ensures transparency and allows all parties to be informed about the perspectives and positions of non-requesting parties and appointed arbitrators.
4. Ensuring Inclusivity: The provision aims to ensure that all relevant parties and arbitrators have an opportunity to express their views on the proposed consolidation. This contributes to a fair and inclusive process, considering the input of all those involved.

In summary, Article 50(5) sets a concise period of 10 days for non-requesting parties and appointed arbitrators to provide their comments on a Request for Consolidation. It establishes a clear process for the submission of comments to the Centre and the subsequent communication of these comments to all parties involved in the arbitrations subject to consolidation.

6. **The Centre shall, upon the approval of the Advisory Committee, accept or reject the Request for Consolidation in accordance with paragraph 1 of this article after considering the views of all parties in accordance with paragraph 5 of this article, having regard to the circumstances of the arbitrations.**

Article 50(6) of the CRCICA Rules 2024 pertains to the decision-making process of the Centre regarding the acceptance or rejection of a Request for Consolidation. Here is an analysis of the key points:

1. **Approval of the Advisory Committee:** The decision to accept or reject a Request for Consolidation is subject to the approval of the Advisory Committee. The Advisory Committee plays a significant role in providing oversight and guidance on matters related to consolidation.
2. **Consideration of Views:** The Centre, in making its decision, is required to consider the views expressed by all parties involved in the arbitrations subject to consolidation. This underscores the importance of inclusivity and fairness in the decision-making process.
3. **Adherence to Criteria:** The decision-making process should adhere to the criteria outlined in paragraph 1 of Article 50. These criteria include situations where all parties have agreed in writing to consolidation, where claims are made under the same arbitration agreement(s), or where the Centre finds the arbitration agreements to be compatible based on legal relationships or transactions.
4. **Circumstances of the Arbitrations:** The Centre is directed to consider the circumstances of the arbitrations when deciding on the Request for Consolidation. This flexible approach allows the Centre to take into account the specific details and complexities of the arbitrations involved.
5. **Advisory Committee's Role:** The involvement of the Advisory Committee adds an extra layer of review and expertise to the decision-making process. This can enhance the quality and fairness of the decision, ensuring that it aligns with established principles and the best interests of the parties involved.

In summary, Article 50(6) emphasizes a careful and comprehensive decision-making process by the Centre. It involves obtaining the approval of the Advisory Committee, considering the views of all parties, and evaluating the specific circumstances of the arbitrations proposed for consolidation. This approach aims to ensure a fair and well-informed decision.

7. **The Centre's decision to accept the Request for Consolidation in accordance with paragraph 6 of this article is without prejudice to the arbitral tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Centre's decision to reject a Request for Consolidation in accordance with paragraph 6 of this article shall result in the arbitrations that are not consolidated to continue as separate arbitrations under the Rules.**

Article 50(7) of the CRCICA Rules 2024 addresses the consequences of the Centre's decision regarding a Request for Consolidation. Here is an analysis of the key points:

1. **Jurisdictional Questions:** The provision stipulates that the Centre's decision to accept a Request for Consolidation, as outlined in Article 50(6), does not preclude the arbitral tribunal from subsequently deciding any questions related to its jurisdiction that may arise from such a decision. This reinforces the autonomy and authority of the arbitral tribunal to determine its own jurisdiction.
2. **Continuation of Separate Arbitrations:** If the Centre decides to reject a Request for Consolidation in accordance with Article 50(6), the consequence is that the arbitrations that are not consolidated will continue as separate arbitrations under the CRCICA Rules.

This reflects a clear outcome of the rejection, maintaining the integrity and independence of each arbitration proceeding.

3. **Preservation of Tribunal’s Jurisdiction:** By stating that the Centre’s decision does not prejudice the arbitral tribunal’s power to address jurisdictional questions, the Rules maintain a balance. While the Centre plays a role in the consolidation decision, it does not interfere with the tribunal’s authority to rule on matters within its competence.
4. **Clarity in Case of Rejection:** The provision ensures clarity in the event of the rejection of a consolidation request. By specifying that separate arbitrations will continue under the Rules, it provides parties with a clear understanding of the consequences of the Centre’s decision.

In summary, Article 50(7) reinforces the separation of powers between the Centre and the arbitral tribunal. It clarifies that the Centre’s decision does not impact the tribunal’s jurisdictional authority and outlines the specific outcome if a consolidation request is rejected—each arbitration will proceed independently under the CRCICA Rules.

8. **Where the Centre decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that is deemed by the Centre to have commenced first according to the Rules, unless otherwise agreed by all parties or the Centre decides otherwise taking into consideration the circumstances of the case. The Centre shall communicate such decision to all parties and to any appointed arbitrators in all arbitrations and shall revoke the appointment of the arbitrators in the arbitration(s) that shall not proceed.**

Article 50(8) of the CRCICA Rules 2024 deals with the procedure and consequences of consolidating two or more arbitrations. Let us break down the key elements:

1. **Priority in Commencement:** The article establishes a default rule that, in cases of consolidation, the arbitrations will be consolidated into the one that is deemed to have commenced first according to the CRCICA Rules. This is a practical approach to determine the main arbitration proceeding among the consolidated cases.
2. **Exceptions by Agreement or Centre’s Decision:** Parties are given flexibility. The default rule (commencement order) can be overridden by either:
  - a. **Unanimous Agreement:** All parties involved in the arbitrations agree otherwise.
  - b. **Centre’s Decision:** The Centre has the authority to decide otherwise, taking into consideration the circumstances of the case. This allows the Centre to use its discretion and consider case-specific factors.
3. **Communication of Decision:** The Centre is responsible for communicating its decision regarding the order of commencement and consolidation to all parties involved in the arbitrations. This ensures transparency and provides clarity to the parties about the proceedings.
4. **Revocation of Arbitrators’ Appointments:** In cases where arbitrations are not selected to proceed as the main consolidated case, the article mandates the revocation of arbitrators’ appointments in those arbitrations. This avoids redundancy in having multiple tribunals for consolidated cases.

In summary, Article 50(8) provides a structured approach to the consolidation process, defining the default rule for determining the main arbitration, allowing flexibility for parties to agree otherwise, granting discretion to the Centre, and ensuring clear communication of decisions and actions, including the revocation of arbitrators' appointments in arbitrations that will not proceed.

**9. In respect of the arbitration(s) that shall not proceed as a result of the acceptance of a Request for Consolidation, the Centre shall determine the Costs, including the fees and expenses, if any, of the revoked arbitrators in accordance with the criteria set forth in article 47, paragraph 5 of the Rules.**

Article 50(9) of the CRCICA Rules 2024 outlines the procedure for determining costs, including the fees and expenses of arbitrators, in arbitrations that will not proceed due to the acceptance of a Request for Consolidation. Here is an analysis of the key points:

1. **Determining Costs:** The article specifies that the Centre is tasked with determining the costs associated with arbitrations that will not proceed as a result of the acceptance of a Request for Consolidation. This includes both the fees and expenses of the arbitrators whose appointments are revoked.
2. **Reference to Article 47, Paragraph 5:** The criteria for determining costs are explicitly referred to Article 47, Paragraph 5 of the CRCICA Rules. Article 47 generally addresses the payment of costs, and Paragraph 5 likely provides specific criteria for determining the costs associated with arbitrators in situations like these.
3. **Centre's Authority:** The provision emphasizes the authority of the Centre in making this determination. This aligns with the overall theme in arbitration rules, where the administering institution (in this case, the Centre) often plays a crucial role in managing various aspects of the arbitration process, including costs.

In summary, Article 50(9) ensures a clear mechanism for determining the costs associated with arbitrations that will not proceed following the acceptance of a Request for Consolidation. The Centre is entrusted with this task, and the reference to Article 47, Paragraph 5 indicates that specific criteria will be applied for this determination.

**10. The Centre may adjust its Administrative Fees and the Fees of the Arbitral Tribunal, where appropriate, after a Request for Consolidation has been accepted.**

Article 50(9) of the CRCICA Rules 2024 addresses the authority of the Centre to adjust its Administrative Fees and the Fees of the Arbitral Tribunal after a Request for Consolidation has been accepted. Here is an analysis of the key points:

1. **Centre's Authority to Adjust Fees:** The provision grants the Centre the discretionary authority to adjust its Administrative Fees and the Fees of the Arbitral Tribunal after the acceptance of a Request for Consolidation. This adjustment is contingent on what the Centre deems appropriate in the given circumstances.
2. **Flexibility in Fee Adjustment:** The use of the term "where appropriate" indicates a degree of flexibility in the decision-making process. This allows the Centre to consider various factors and circumstances before making any adjustments to the fees.

3. **Adaptation to Changed Circumstances:** The provision recognizes that the acceptance of a Request for Consolidation may lead to changes in the circumstances of the arbitration, and these changes might warrant a reassessment of the fees. This reflects a pragmatic approach to fee adjustments to align with the evolving nature of the arbitration.
4. **Consistency with Administrative Flexibility:** Arbitration rules often incorporate provisions that allow the administering institution to adapt to the unique circumstances of each case. Allowing fee adjustments post-consolidation aligns with the administrative flexibility needed in complex arbitration scenarios.

In summary, Article 50(9) empowers the Centre to review and potentially adjust its Administrative Fees and the Fees of the Arbitral Tribunal after a Request for Consolidation has been accepted. This provision acknowledges the need for flexibility to ensure fairness and efficiency in the administration of consolidated arbitrations.

## ARTICLE 51 MULTIPLE CONTRACTS

### 1. **Parties may make claims arising out of or in connection with more than one contract in a single arbitration.**

Article 51(1) of the CRCICA Rules 2024 addresses the consolidation of claims in arbitration when they arise out of or are connected with more than one contract. Here is an analysis of the key points:

1. **Consolidation of Claims:** The provision affirms the permissibility of parties bringing claims related to multiple contracts in a single arbitration proceeding. This reflects a practical approach to dispute resolution, acknowledging that parties may have interconnected or related contractual relationships that give rise to disputes.
2. **Efficiency and Convenience:** Allowing the consolidation of claims arising from multiple contracts in a single arbitration promotes efficiency and convenience. It enables the resolution of related disputes in a unified and streamlined process, avoiding the need for separate proceedings for each contract.
3. **Flexibility in Arbitral Proceedings:** The provision demonstrates flexibility in arbitral proceedings, recognizing the diverse nature of commercial relationships. Parties have the freedom to structure their claims in a way that aligns with the complexity and interdependence of their contractual arrangements.
4. **Savings in Time and Costs:** Consolidating claims related to multiple contracts can result in significant time and cost savings for the parties and the arbitral process. It minimizes duplicative efforts and hearings, leading to a more expeditious resolution.
5. **Party Autonomy:** The provision aligns with the principle of party autonomy, allowing the parties to determine the scope and structure of their arbitration. Parties are free to design the arbitration to suit the particularities of their commercial relationships.

In summary, Article 51(1) recognizes and facilitates the consolidation of claims arising from or connected with more than one contract in a single arbitration. This provision enhances the flexibility

and efficiency of the arbitration process, accommodating the varied nature of contemporary commercial transactions.

2. **If any party raises any objections as to whether all of the claims made against it may be determined in a single arbitration, the claims may proceed in a single arbitration provided that the Centre prima facie does not lack jurisdiction over the dispute between the parties in accordance with article 6 of the Rules.**

Article 51(2) of the CRCICA Rules 2024 addresses the situation where a party raises objections concerning the determination of all claims against it in a single arbitration when those claims arise out of or are connected with more than one contract. Here is an analysis of the key points:

1. **Objections to Consolidation:** The provision acknowledges that a party may raise objections to the consolidation of all claims against it in a single arbitration. This recognizes the possibility that a party may have concerns about the efficiency, fairness, or procedural aspects of consolidating claims from multiple contracts.
2. **Prima Facie Jurisdiction:** The condition for proceeding with claims in a single arbitration is that the Centre prima facie does not lack jurisdiction over the dispute between the parties. Prima facie jurisdiction refers to a preliminary or initial determination that, on the face of it, the Centre possesses the authority to arbitrate the dispute.
3. **Balancing Efficiency and Due Process:** The provision strikes a balance between the efficiency gained through the consolidation of claims and the need to ensure that due process is maintained. By requiring a prima facie determination of jurisdiction, it aims to address objections that may arise based on concerns about the arbitral tribunal's authority.
4. **Centre's Role in Determination:** The decision on whether the claims may proceed in a single arbitration despite objections is entrusted to the Centre. This reflects the administrative role of the arbitral institution in managing the arbitration process and ensuring compliance with the rules.
5. **Preservation of Jurisdictional Integrity:** The provision implies that, for consolidation to proceed, there should not be a prima facie deficiency in the Centre's jurisdiction over the dispute. This helps maintain the integrity of the arbitral process and ensures that arbitrations are conducted within the appropriate jurisdiction.

In summary, Article 51(2) introduces a mechanism to address objections raised by a party regarding the consolidation of claims in a single arbitration. The requirement of a prima facie determination of jurisdiction serves as a safeguard to balance the benefits of consolidation with the parties' rights to a fair and properly constituted arbitration.

3. **In deciding whether the claims shall proceed in a single arbitration, the Centre shall consult with the parties and shall have regard to:**
  - a. **Whether the arbitration agreements under which the claims are made are the same or compatible;**
  - b. **Whether the relief sought arises out of the same transaction or series of related transactions; and**

**c. Any other relevant circumstances.**

Article 51(3) of the CRCICA Rules 2024 outlines the factors and considerations that the Centre should take into account when deciding whether claims arising from multiple contracts shall proceed in a single arbitration. Here is an analysis of the key points:

1. **Consultation with Parties:** The provision emphasizes the importance of the Centre consulting with the parties before making a decision. This reflects a commitment to involving the parties in the decision-making process and considering their perspectives on the consolidation of claims.
2. **Factors to Consider:** The Centre is directed to have regard to the following factors:
  - a. **Consistency of Arbitration Agreements:** Whether the arbitration agreements under which the claims are made are the same or compatible. This factor recognizes the significance of having consistent or compatible arbitration agreements when consolidating claims. It implies that the arbitration clauses should align in a manner that facilitates consolidation.
  - b. **Common Transaction or Related Transactions:** Whether the relief sought arises out of the same transaction or series of related transactions. This factor highlights the connection between the claims and whether they are part of a common transaction or related transactions. Consolidating claims with a common factual or legal basis can enhance procedural efficiency.
  - c. **Other Relevant Circumstances:** Any other relevant circumstances. This provides flexibility for the Centre to consider additional factors that may influence the decision on consolidation. It recognizes that each case may present unique circumstances that should be taken into account.
3. **Balancing Considerations:** The provision reflects a balancing act, taking into consideration the need for procedural efficiency (common arbitration agreements, related transactions) while also recognizing that other circumstances may impact the decision. This approach aims to ensure a fair and just resolution that aligns with the specific features of each case.
4. **Flexibility in Decision-Making:** By incorporating “any other relevant circumstances,” the provision allows the Centre flexibility in decision-making. This recognizes that the consolidation decision should be context-specific and responsive to the particulars of each arbitration.

In summary, Article 51(3) establishes a framework for the Centre to make informed decisions on whether claims arising from multiple contracts should proceed in a single arbitration. The factors listed provide guidance on considerations related to the consistency of arbitration agreements, the nature of the relief sought, and any other circumstances relevant to the case.

**4. In all cases where the Centre decides that the claims may proceed in a single arbitration, any decision as to the arbitral tribunal’s jurisdiction over the claims shall be made by the arbitral tribunal.**



Article 51(4) of the CRCICA Rules 2024 addresses the authority responsible for making decisions regarding the arbitral tribunal's jurisdiction when claims arising from multiple contracts are consolidated into a single arbitration. Here is an analysis of the key points:

1. **Jurisdiction Decision After Consolidation:** The provision specifies that when the Centre decides that claims arising out of or in connection with more than one contract may proceed in a single arbitration (as per Article 51), the decision concerning the arbitral tribunal's jurisdiction over these consolidated claims is entrusted to the arbitral tribunal itself.
2. **Post-Consolidation Jurisdiction Decision:** After consolidation, the arbitral tribunal is mandated to determine its jurisdiction over the claims. This underscores the principle that issues related to the arbitral tribunal's authority, including jurisdiction, should be addressed by the tribunal itself.
3. **Consistency with Arbitration Autonomy:** By assigning the jurisdictional decision to the arbitral tribunal, the provision aligns with the principle of party autonomy and the competence-competence doctrine. This doctrine holds that the arbitral tribunal is competent to rule on its own jurisdiction, and the courts should defer to the tribunal in the first instance.
4. **Efficiency and Procedural Streamlining:** The provision supports procedural efficiency and streamlining. Once the Centre has determined that claims can proceed in a single arbitration, leaving the jurisdictional decision to the arbitral tribunal avoids the need for separate proceedings or additional interventions to address jurisdictional matters.
5. **Arbitral Tribunal's Role in Defining Scope:** The arbitral tribunal, being intimately familiar with the consolidated claims, is in the best position to assess the scope of its jurisdiction over these claims. This includes determining whether the claims fall within the scope of the arbitration agreements and addressing any jurisdictional challenges that may arise.

In summary, Article 51(4) ensures a coherent and streamlined process by allocating the responsibility for deciding the arbitral tribunal's jurisdiction over consolidated claims to the tribunal itself. This approach respects the autonomy of arbitration and contributes to the efficiency of the arbitral proceedings following the consolidation of claims.

## ARTICLE 52 EARLY DISMISSAL OF CLAIMS

**The arbitral tribunal shall have the power, after hearing all parties, to decide that a claim is manifestly without legal merit and dismiss it at an early stage of the proceedings.**

Article 52 of the CRCICA Rules 2024 empowers the arbitral tribunal to make a decisive determination regarding the legal merit of a claim, allowing for its dismissal at an early stage of the proceedings. Here is an analysis of the key features:

1. **Power of the Arbitral Tribunal:** The provision explicitly grants the arbitral tribunal the authority to decide that a claim is "manifestly without legal merit." This underscores the

tribunal's power to assess the legal foundation of a claim and dismiss it if it appears to lack legal validity.

2. **Early Stage Dismissal:** The article emphasizes the concept of dismissing a claim at an "early stage of the proceedings." This provision is designed to allow the arbitral tribunal to efficiently and promptly dispose of claims that, upon initial consideration, are deemed to be clearly lacking legal substance. Early dismissal contributes to procedural efficiency and cost-effectiveness.
3. **After Hearing All Parties:** The article specifies that the arbitral tribunal must make this determination "after hearing all parties." This procedural safeguard ensures that all relevant parties have an opportunity to present their arguments or evidence before the tribunal makes a decision on the legal merit of the claim. It aligns with the principles of procedural fairness and due process.
4. **Manifestly Without Legal Merit Standard:** The use of the term "manifestly without legal merit" sets a high threshold for dismissal. This suggests that the arbitral tribunal should only exercise this power when the lack of legal merit is clear, obvious, and beyond reasonable dispute.
5. **Efficiency and Streamlining:** Allowing the tribunal to dismiss claims with no legal merit at an early stage contributes to the overall efficiency of the arbitration process. It prevents unnecessary prolongation of proceedings and conserves resources by eliminating claims that are unlikely to succeed.
6. **Balancing Procedural Efficiency and Fairness:** While procedural efficiency is a goal, it is crucial to balance it with the principle of fairness. The provision, by requiring a hearing of all parties, seeks to ensure that the dismissal is not arbitrary and that parties have a meaningful opportunity to address any concerns raised by the tribunal.

In conclusion, Article 52 provides the arbitral tribunal with a tool to efficiently handle claims that are evidently lacking legal merit, promoting a streamlined and effective arbitration process. However, it emphasizes the importance of fairness by requiring a hearing of all parties before making such a decisive determination.

## ARTICLE 53

### THIRD PARTY FUNDING

**The party that is funded by a third party in relation to the proceedings and its outcome shall disclose the existence of the funding and the identity of the funder at the commencement of and throughout the arbitral proceedings.**

Article 53 of the CRCICA Rules 2024 introduces a requirement for disclosure regarding third-party funding in arbitration proceedings. Here is an analysis of the key aspects:

1. **Mandatory Disclosure:** The provision imposes a mandatory obligation on a party that is financially supported by a third party regarding the arbitration proceedings to disclose both the existence of the funding arrangement and the identity of the funder. This

disclosure requirement is emphasized by the use of the term “shall,” indicating a mandatory obligation.

2. **Timing of Disclosure:** The disclosure obligation is not a one-time requirement. Instead, the party is obligated to make the disclosure “at the commencement of and throughout the arbitral proceedings.” This indicates a continuous duty to keep the tribunal and the other parties informed about any changes or developments in the third-party funding arrangement.
3. **Scope of Disclosure:** The party is required to disclose not only the fact that it is receiving third-party funding but also to reveal the identity of the funder. This is important for transparency and allows the tribunal and the opposing party to assess any potential conflicts of interest or issues related to the independence of the funded party.
4. **Transparency and Fairness:** The disclosure requirement enhances transparency in the arbitration process. Knowledge of third-party funding can be crucial for the arbitral tribunal to evaluate potential conflicts, biases, or any influence that may affect the proceedings. It aligns with principles of fairness and ensures that all parties are aware of the financial arrangements supporting each side.
5. **Prevention of Bias and Conflicts of Interest:** By disclosing the identity of the funder, the provision helps prevent potential bias or conflicts of interest that may arise due to the financial interests of third-party funders. This disclosure is particularly relevant in maintaining the integrity and impartiality of the arbitral process.
6. **Consistency with International Trends:** The requirement for disclosure of third-party funding reflects a growing trend in international arbitration rules and practices. Many arbitration institutions and jurisdictions are adopting similar rules to address the increasing prevalence of third-party funding and promote transparency.

In summary, Article 53 serves the overarching goals of transparency, fairness, and impartiality in arbitration proceedings by mandating the disclosure of third-party funding arrangements. This provision aligns with contemporary practices and contributes to the effective and equitable resolution of disputes in the context of third-party funding.

#### **ARTICLE 54 CONFIDENTIALITY**

1. **Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential all awards and decisions (including emergency decisions) as well as all materials created for the purpose of the arbitral proceedings, including those submitted by the parties, not otherwise in the public domain, save and to the extent that a disclosure may be required of a party according to a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority. This undertaking also applies to the arbitrators, emergency arbitrators, the appointed experts, the secretary of the arbitral tribunal and the Centre (including the members of the Board of Trustees and the Advisory Committee).**

Article 54(1) of the CRCICA Rules 2024 addresses the confidentiality of arbitral proceedings and the related materials. Here is an analysis of the key points:

1. **General Confidentiality Undertaking:** The article begins with a general principle stating that, unless the parties expressly agree otherwise in writing, the parties involved in the arbitration are obligated to maintain confidentiality. This confidentiality extends to all awards, decisions (including emergency decisions), and materials created for the arbitral proceedings.
2. **Scope of Confidentiality:** The scope of confidentiality covers not only the final awards and decisions but also emergency decisions. Additionally, it encompasses all materials created for the purpose of the arbitral proceedings, including submissions made by the parties. This broad scope aims to protect the integrity of the arbitral process.
3. **Exceptions to Confidentiality:** The confidentiality obligation is subject to exceptions. Parties are allowed to disclose information when:
  - a. There is an express agreement between the parties in writing to the contrary.
  - b. A legal duty requires disclosure.
  - c. Disclosure is necessary to protect or pursue a legal right.
  - d. Disclosure is required to enforce or challenge an award in legal proceedings before a judicial authority.
4. **Application to Various Participants:** The confidentiality obligation extends to various participants in the arbitration process, including arbitrators, emergency arbitrators, appointed experts, the secretary of the arbitral tribunal, and the CRCICA itself (including the members of the Board of Trustees and the Advisory Committee). This comprehensive coverage ensures that all those involved in the proceedings are bound by the confidentiality obligation.
5. **Legal Duty Exception:** The inclusion of the legal duty exception recognizes that confidentiality cannot be absolute and may be subject to legal obligations imposed on the parties. This aligns with the principle that arbitration should not shield illegal or unethical conduct.
6. **Flexibility through Express Agreement:** The provision allows parties to deviate from the general confidentiality obligation by expressly agreeing otherwise in writing. This provides flexibility for the parties to tailor the confidentiality arrangements to their specific needs or preferences.
7. **Judicial Proceedings Exception:** The exception related to enforcing or challenging an award in legal proceedings before a judicial authority acknowledges that in certain circumstances, disclosure may be necessary for the proper functioning of the legal system.

In summary, Article 54(1) establishes a default rule of confidentiality for arbitral proceedings and related materials, subject to specified exceptions. It strikes a balance between the need for

confidentiality and the recognition that certain situations may require disclosure to fulfil legal obligations or protect legal rights.

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

Article 54(2) of the CRCICA Rules 2024 focuses specifically on the confidentiality of the deliberations of the arbitral tribunal. Here is an analysis of its key points:

1. Confidentiality of Deliberations: The primary statement in this article emphasizes that the deliberations of the arbitral tribunal are to be kept confidential. Deliberations typically involve the discussions, considerations, and decision-making processes among the arbitrators during the course of reaching an award.
2. Scope of Confidentiality: The confidentiality obligation regarding deliberations is comprehensive, implying that all discussions and internal exchanges among the arbitrators are intended to be shielded from external disclosure.
3. Exception for Court Decisions: An exception to the confidentiality of deliberations is explicitly mentioned: disclosure may be required if a court decision mandates it. This recognizes that legal proceedings in certain jurisdictions might necessitate disclosure of such information.
4. Protection of Arbitrators: The provision contributes to the protection of arbitrators by ensuring that the internal discussions and decision-making processes are shielded from public scrutiny. This confidentiality is crucial for promoting open and candid exchanges among arbitrators.
5. Alignment with General Confidentiality Principle: Article 54(2) aligns with the broader principle of confidentiality outlined in Article 54(1). Both provisions underscore the confidential nature of arbitral proceedings while recognizing that exceptional circumstances or legal requirements may justify disclosure.
6. Legal Harmony: The reference to court decisions reflects an acknowledgment of the hierarchical relationship between arbitral tribunals and judicial authorities. It establishes a mechanism for harmonizing the confidentiality obligations of arbitration with any legal mandates that may arise from court proceedings.
7. Balance of Transparency and Privacy: While confidentiality is upheld, the exception for court decisions strikes a balance between the privacy and transparency of arbitral proceedings. It ensures that, when required by law, certain information may be disclosed for the proper administration of justice.

In summary, Article 54(2) reinforces the confidentiality of the deliberations of the arbitral tribunal, emphasizing the importance of internal discussions being kept confidential. The exception for court decisions recognizes the need to comply with legal mandates in specific situations.

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

Article 54(3) of the CRCICA Rules 2024 addresses the commitment of the Centre to maintain the confidentiality of the identity of the parties in its publications. Here is an analysis of its key points:

1. **Undertaking by the Centre:** The provision begins by stating that the Centre undertakes a commitment. In this context, the term “undertakes” signifies a formal and binding promise or agreement.
2. **Non-Publication of Identifying Information:** The main obligation imposed on the Centre is not to publish certain information. Specifically, it refers to the decision or arbitral award and any part thereof that discloses the identity of any of the parties.
3. **Requirement of Consent:** The non-publication obligation is contingent on obtaining the prior written consent of all parties involved in the arbitration. This implies that the default position is to keep the identity of the parties confidential unless all parties expressly agree otherwise.
4. **Protection of Party Identities:** The purpose of this provision is to safeguard the privacy and confidentiality of the identities of the parties involved in the arbitration. It recognizes the sensitivity and importance of preserving the confidentiality of party information.
5. **Consistency with Arbitration Principles:** The provision aligns with fundamental principles of arbitration, which often emphasize the private and consensual nature of the process. Protecting the identity of parties from public disclosure is in line with these principles.
6. **Balancing Transparency and Confidentiality:** While arbitration promotes transparency, it also acknowledges the need to balance this with the confidentiality concerns of the parties. Article 54(3) reflects this balance by making the publication of party identities contingent on unanimous consent.
7. **Written Consent Requirement:** The requirement for prior written consent adds a formal dimension to the agreement, ensuring that parties explicitly acknowledge and agree to any departure from the default confidentiality stance.
8. **Preventing Unilateral Disclosures:** By specifying the need for consent from all parties, the provision prevents unilateral disclosures that could compromise the confidentiality expectations of any party.

In summary, Article 54(3) establishes the Centre’s commitment not to publish information that discloses the identity of the parties without obtaining the explicit, prior, and written consent of all parties involved in the arbitration. This reflects a commitment to respecting and protecting the confidentiality of party identities in the arbitration process.

## ARTICLE 55 EXCLUSION OF LIABILITY

**Save for intentional wrongdoing, neither the arbitrators (including any emergency arbitrator), the Centre, its employees, the members of both the Board of Trustees and the Advisory Committee nor any person appointed by the arbitral tribunal shall be liable to any person based on any act or omission in performing their functions under the Rules.**

Article 55 of the CRCICA Rules 2024 addresses the issue of liability and immunity for individuals and entities involved in the arbitration process. Here is an analysis of its key points:

1. **Immunity Provision:** The article begins by establishing a broad immunity provision. It states that, except for intentional wrongdoing, certain entities and individuals involved in the arbitration process shall not be liable to any person.
2. **Protected Entities and Individuals:** The immunity applies to specific categories of entities and individuals, namely:
  - a. Arbitrators (including any emergency arbitrator)
  - b. The Centre
  - c. Employees of the Centre
  - d. Members of the Board of Trustees
  - e. Members of the Advisory Committee
  - f. Any person appointed by the arbitral tribunal
3. **Scope of Immunity:** The immunity covers acts or omissions performed in the course of carrying out their functions under the CRCICA Rules. This emphasizes that the immunity is linked to actions taken within the context of the arbitration proceedings.
4. **Exception for Intentional Wrongdoing:** The immunity is not absolute. The exception for intentional wrongdoing means that if any of the protected entities or individuals engage in intentional misconduct or wrongdoing, they may not be immune from liability.
5. **Protection of Decision-Making Process:** The immunity provision serves to protect the decision-making process in arbitration by shielding those involved from legal actions arising from their acts or omissions.
6. **Preservation of Arbitral Independence:** Granting immunity to arbitrators and others involved in the arbitral process is in line with the principle of preserving the independence of arbitrators and allowing them to carry out their functions without fear of personal liability.
7. **Promotion of Effective Arbitration:** By providing immunity, the article contributes to the effective functioning of arbitration by removing concerns about personal liability that might otherwise hinder the performance of arbitrators and other participants.
8. **Consistency with International Standards:** The immunity provision aligns with international standards and practices in arbitration, where arbitrators are generally accorded immunity for acts or omissions in the exercise of their functions.

In summary, Article 55 establishes a protective immunity for arbitrators, the Centre, its employees, members of the Board of Trustees and the Advisory Committee, and any person appointed by the arbitral tribunal, with the exception of intentional wrongdoing. This provision contributes to the

integrity and effectiveness of the arbitration process by shielding those involved from personal liability for actions taken in the course of performing their functions under the CRCICA Rules.

## ARTICLE 56 RETRIEVAL AND DESTRUCTION OF DOCUMENTS

- 1. The party that submits original documents to the Centre shall request in writing the retrieval of such documents within 9 months after the date of communicating a copy of the award to it. The Centre shall not be liable for any of such documents upon the lapse of the said period.**

Article 56(1) of the CRCICA Rules 2024 addresses the retrieval of original documents submitted to the Centre in the context of arbitration. Here is an analysis of its key points:

- 1. Request for Retrieval:** The article stipulates that the party that submitted original documents to the Centre during the arbitration process must make a written request for the retrieval of these documents.
- 2. Time Limit for Retrieval Request:** The party is required to make the retrieval request within a specific timeframe. In this case, the period allowed for requesting the retrieval is set at 9 months after the date of receiving a copy of the award.
- 3. Communication of Award as Trigger:** The starting point for the 9-month period is linked to the date of communicating a copy of the award to the party. This indicates that the retrieval process is tied to the conclusion of the arbitration proceedings.
- 4. Centre's Liability Limitation:** The article includes a limitation of liability clause for the Centre. It explicitly states that the Centre will not be liable for any of the submitted documents after the lapse of the 9-month period.
- 5. Purpose of Retrieval:** While the article does not explicitly state the purpose of retrieving the documents, it can be inferred that it allows the parties to reclaim their original documents once the arbitration is concluded, and a copy of the award has been communicated.
- 6. Protection of Original Documents:** The provision ensures that parties have a defined period within which they can reclaim their original documents, providing a degree of protection for the parties' documentary evidence submitted during the arbitration.
- 7. Efficiency and Finality:** Setting a time limit for document retrieval contributes to the efficiency and finality of the arbitration process. It encourages parties to promptly retrieve their documents once the award has been communicated, avoiding prolonged storage responsibilities for the Centre.
- 8. Clarity in Procedures:** The inclusion of a specific timeframe and the conditions for retrieval requests adds clarity to the procedures related to original documents submitted during arbitration, reducing potential disputes or uncertainties.

In summary, Article 56(1) establishes a framework for the retrieval of original documents submitted to the Centre during arbitration. It specifies a time limit for parties to make retrieval requests, linking it



to the communication of the award, and limits the Centre's liability for the documents after the specified period has elapsed. This provision contributes to the efficient and organized closure of the arbitration process.

**2. All copies of documents submitted by the parties or the arbitrators to the Centre and vice versa may be destroyed upon the lapse of 9 months after the date of communicating a copy of the award to the parties.**

Article 56(2) of the CRCICA Rules 2024 addresses the handling and potential destruction of copies of documents submitted during the arbitration process. Here is an analysis of its key points:

1. **Scope of Documents:** The article pertains to all copies of documents that have been submitted by the parties or the arbitrators to the Centre and vice versa. This includes various submissions, evidence, pleadings, and any other documents exchanged during the arbitration proceedings.
2. **Destruction Timeframe:** The provision specifies that the copies of documents are subject to potential destruction after the lapse of 9 months from the date of communicating a copy of the award to the parties.
3. **Link to Award Communication:** Similar to Article 56(1), this provision ties the timeframe for potential destruction to the communication of the award. This indicates that the 9-month period is a significant milestone in the arbitration process.
4. **Efficiency and Space Management:** Allowing for the destruction of copies of documents after a defined period contributes to the efficiency and management of administrative tasks related to document storage. It prevents unnecessary and indefinite storage, freeing up space and resources.
5. **Balancing the Need for Retention:** The provision strikes a balance between the need for document retention during the critical phases of the arbitration and the practical necessity of eventual disposal to streamline post-arbitration procedures.
6. **Preservation of Original Documents:** While Article 56(1) deals with the retrieval of original documents, this provision focuses on copies. The distinction suggests that the Centre may retain original documents for a more extended period, as parties have the opportunity to retrieve them.
7. **Practical Considerations:** The inclusion of a provision for potential destruction aligns with common arbitration practices where maintaining an extensive archive of documents after a reasonable period may become impractical.
8. **Clarity in Document Management:** Like the previous article, Article 56(2) contributes to the clarity and efficiency of document management procedures in the post-arbitration phase, ensuring that copies are not retained indefinitely.

In summary, Article 56(2) establishes a timeframe for the potential destruction of copies of documents submitted during the arbitration process. The 9-month period is linked to the communication of the award, reflecting a practical approach to document retention and storage management.

**ANNEX 1  
TABLES OF THE ADMINISTRATIVE FEES AND THE FEES OF THE ARBITRAL TRIBUNAL**

**TABLE (1) ADMINISTRATIVE FEES**

<b>Sum in Dispute in US Dollars</b>	<b>Administrative Fees in US Dollars</b>
Up to 50,000	750
From 50,001 to 200,000	750 +1.5% of the amount over 50,000
From 200,001 to 500,000	3,000 +0.8% of the amount above 200,000
From 500,001 to 1,000,000	5,400 +0.6% of the amount above 500,000
From 1,000,001 to 5,000,000	8,400 +0.3% of the amount above 1,000,000
From 5,000,001 to 10,000,000	20,400 +0.192% of the amount above 5,000,000
From 10,000,001 to 30,000,000	30,000 +0.05% of the amount above 10,000,000
From 30,000,001 to 50,000,000	40,000 +0.05% of the amount above 30,000,000
From 50,000,001 to 80,000,000	50,000 +0.05% of the amount above 50,000,000
From 80,000,001 to 100,000,000	65,000 +0.05% of the amount above 80,000,000
Over 100,000,000	75,000 +0.04% of the amount above 100,000,000 (capped at 100,000)

TABLE (2) SOLE ARBITRATOR FEES

Sum in Dispute in US Dollars	Fees of the Arbitrator in US Dollars	
Up to 25,000	1,050	
From 25,001 to 50,000	1,050 + 1.75% of the amount above 25,000	
From 50,001 to 100,000	1,487.5 + 1.575% of the amount above 50,000	
From 100,001 to 200,000	2,275 + 1.4% of the amount above 100,000	
From 200,001 to 500,000	3,675 + 1.3125% of the amount above 200,000	
	Minimum Fees	Maximum Fees
From 500,001 to 1,000,000	7,612.5 + 0.7% of the amount above 500,000	34,256 + 3.15% of the amount above 500,000
From 1,000,001 to 2,000,000	11,112.5 + 0.525% of the amount above 1,000,000	50,006.25 + 2.3625% of the amount above 1,000,000
From 2,000,001 to 5,000,000	16,362.5 + 0.4025% of the amount above 2,000,000	73,631.25 + 1.81125% of the amount above 2,000,000
From 5,000,001 to 10,000,000	28,437.5 + 0.105% of the amount above 5,000,000	127,968.75 + 0.4725% of the amount above 5,000,000
From 10,000,001 to 30,000,000	33,687.5 + 0.0525% of the amount above 10,000,000	151,593.75 + 0.23625% of the amount above 10,000,000
From 30,000,001 to 50,000,000	44,187.5 + 0.049% of the amount above 30,000,000	198,843.75 + 0.2205% of the amount above 30,000,000
From 50,000,001 to 80,000,000	53,987.5 + 0.035% of the amount above 50,000,000	242,943.75 + 0.1575% of the amount above 50,000,000
From 80,000,001 to 100,000,000	64,487.5 + 0.0245% of the amount above 80,000,000	290,193.75 + 0.11025% of the amount above 80,000,000
Over 100,000,000	69,387.5 + 0.00875% of the amount above 100,000,000	312,243.75 + 0.039375% of the amount above 100,000,000

**TABLE (3) FEES OF THE ARBITRAL TRIBUNAL (3 OR MORE ARBITRATORS)**

Sum in Dispute in US Dollars	Fees of the Arbitral Tribunal in US Dollars	
Up to 25,000	3,000	
From 25,001 to 50,000	3,000 + 5% of the amount above 25,000	
From 50,000 to 100,000	4,250 + 4.5% of the amount above 50,000	
From 100,001 to 200,000	6500 + 4% of the amount above 100,000	
From 200,001 to 500,000	10500 + 3.75% of the amount above 200,000	
	Minimum Fees	Maximum Fees
From 500,001 to 1,000,000	21,750 + 2% of the amount above 500,000	97,875 + 9% of the amount above 500,000
From 1,000,001 to 2,000,000	31,750 + 1.5% of the amount above 1,000,000	142,975 + 6.75% of the amount above 1,000,000
From 2,000,001 to 5,000,000	46,750 + 1.15% of the amount above 2,000,000	210,375 + 5.175% of the amount above 2,000,000
From 5,000,001 to 10,000,000	81,250 + 0.3% of the amount above 5,000,000	365,625 + 1.35% of the amount above 5,000,000
From 10,000,001 to 30,000,000	96,250 + 0.15% of the amount above 10,000,000	433,125 + 0.675% of the amount above 10,000,000
From 30,000,001 to 50,000,000	126,250 + 0.14% of the amount above 30,000,000	568,125 + 0.63% of the amount above 30,000,000
From 50,000,001 to 80,000,000	154,250 + 0.1% of the amount above 50,000,000	694,125 + 0.45% of the amount above 50,000,000
From 80,000,001 to 100,000,000	184,250 + 0.07% of the amount above 80,000,000	829,125 + 0.315% of the amount above 80,000,000
Over 100,000,000	198,250 + 0.025% of the amount above 100,000,000	892,125 + 0.1125% of the amount above 100,000,000

Annex 1 of the 2024 Cairo Regional Centre for International Commercial Arbitration (CRCICA) Arbitration Rules provides detailed tables of the administrative fees and the fees of the Arbitral Tribunal. The fees are outlined based on the sum in dispute and are specified in US dollars. This annex is structured into three main tables:

1. Table 1 - Administrative Fees: This table outlines the administrative fees charged by CRCICA based on the sum in dispute. The fees range from a fixed amount for lower sums in dispute to a combination of a fixed amount and a percentage of the sum in dispute for higher amounts. For instance, for a dispute amount up to \$50,000, the administrative fee is \$750. As the dispute amount increases, the fee structure combines a base fee with an additional percentage of the amount over a certain threshold.
2. Table 2 - Sole Arbitrator Fees: This table specifies the fees for cases where a sole arbitrator is appointed. Similar to the administrative fees, the arbitrator's fees are determined based on the sum in dispute and include both a fixed fee component and a variable percentage for higher dispute amounts. The table covers a range of dispute values and corresponding fee structures.
3. Table 3 - Fees of the Arbitral Tribunal (3 or more arbitrators): For cases where a tribunal of three or more arbitrators is constituted, this table outlines the fee structure. It also follows the pattern of a fixed fee plus a percentage of the dispute amount exceeding a certain threshold.

Each table provides a clear breakdown of fees for different ranges of the sum in dispute, ensuring transparency and predictability in arbitration costs. The fee structure is tiered and increases as the sum in dispute increases, reflecting the complexity and resource requirements associated with larger cases.

**ANNEX 2  
EMERGENCY ARBITRATOR RULES****ARTICLE 1  
EMERGENCY ARBITRATOR**

- 1. Prior to, concurrent with or following the filing of a notice of arbitration, but before the constitution of the arbitral tribunal, a party initiating recourse to an emergency arbitrator pursuant to article 26, paragraph 1 of the CRCICA Arbitration Rules shall submit its application for urgent interim measures (the “Urgent Application”) to the Centre.**

Article 1(1) of Annex 2 to the CRCICA Rules 2024 provides specific procedural guidance regarding the application for urgent interim measures through the appointment of an emergency arbitrator. Here is an analysis of its key elements:

- 1. Scope and Timing:** The provision specifies the timeline during which a party can initiate recourse to an emergency arbitrator. This can occur either prior to, concurrently with, or following the filing of a notice of arbitration.
- 2. Initiating Recourse:** A party seeking urgent interim measures must initiate recourse to an emergency arbitrator pursuant to Article 26, Paragraph 1 of the CRCICA Arbitration Rules.
- 3. Submission of Urgent Application:** The Urgent Application, which is the formal request for urgent interim measures, must be submitted to the Centre. This underscores the administrative role of the Centre in managing the process of appointing an emergency arbitrator and handling urgent matters.
- 4. Emphasis on Urgency:** The use of terms such as “urgent” and “interim measures” highlights the time-sensitive nature of the application. This aligns with the purpose of emergency arbitration, which is to provide prompt and effective relief before the constitution of the full arbitral tribunal.
- 5. Flexibility in Timing:** Allowing the application to be submitted at various stages of the arbitration process (before, concurrently with, or after filing the notice of arbitration) provides flexibility to parties based on their specific circumstances.
- 6. Centre’s Involvement:** The involvement of the Centre at this stage underscores its role as an administering institution, facilitating the appointment of an emergency arbitrator and ensuring proper procedural steps are followed.
- 7. Link to Article 26, Paragraph 1:** The reference to Article 26, Paragraph 1 establishes a connection with the broader provisions governing emergency arbitration in the CRCICA Arbitration Rules. This ensures consistency and coherence in the application of emergency measures.
- 8. Procedural Order:** This provision sets the procedural order for seeking urgent interim measures and signals that, in urgent cases, parties can seek immediate relief through an emergency arbitrator even before the full tribunal is constituted.

In summary, Article 1(1) of Annex 2 outlines the procedure for seeking urgent interim measures through an emergency arbitrator, emphasizing the urgency of such applications and involving the Centre in the process to ensure effective administration and resolution of the matter.

- 2. The powers of the emergency arbitrator shall be those set out in article 26, paragraphs 1, 2, 6 and 7 of the CRCICA Arbitration Rules. Such powers terminate when an Emergency Decision, as defined in article 8, paragraph 1 of this Annex, ceases to be binding according to article 9, paragraph 4 of this Annex.**

Article 1(2) of Annex 2 to the CRCICA Rules 2024 pertains to the powers of the emergency arbitrator and the duration of these powers. Here is an analysis of its key elements:

1. **Reference to Powers in CRCICA Arbitration Rules:** The provision specifies that the powers of the emergency arbitrator are derived from Article 26 of the CRCICA Arbitration Rules. This reference ensures consistency and clarity regarding the scope of authority conferred upon the emergency arbitrator.
2. **Enumerated Powers:** The powers of the emergency arbitrator, as listed in Article 26 of the CRCICA Arbitration Rules, include those outlined in paragraphs 1, 2, 6, and 7. These powers typically encompass the authority to grant interim measures, conduct proceedings, make procedural orders, and issue decisions.
3. **Limitation on Powers Duration:** The provision explicitly states that the powers of the emergency arbitrator terminate when an Emergency Decision, as defined in Article 8, Paragraph 1 of this Annex, ceases to be binding according to Article 9, Paragraph 4 of this Annex.
4. **Termination of Powers Linked to Emergency Decision:** The termination of the emergency arbitrator's powers is tied to the cessation of the Emergency Decision's binding effect. This linkage ensures that the authority of the emergency arbitrator is limited to the period during which the decision remains in force.
5. **Definition of Emergency Decision:** The term "Emergency Decision" is referenced, and its definition is found in Article 8, Paragraph 1 of the same Annex. This signals that the subsequent articles elaborate on the characteristics and effects of Emergency Decisions.
6. **Temporal Limitation:** The provision underscores the temporary nature of the emergency arbitrator's powers, aligning with the emergency nature of the proceedings and the intended swift resolution of urgent matters.
7. **Coordination with Annex Provisions:** By cross-referencing Article 8 and Article 9 within Annex 2, the provision ensures that the reader can easily navigate and understand the conditions and effects surrounding Emergency Decisions and the termination of the emergency arbitrator's powers.

In summary, Article 1(2) of Annex 2 outlines the powers of the emergency arbitrator, making clear reference to the relevant provisions in the CRCICA Arbitration Rules and establishing the temporal limitation of these powers, directly tied to the duration of the Emergency Decision's binding effect.

**ARTICLE 2**

**URGENT APPLICATION FOR THE APPOINTMENT OF AN EMERGENCY ARBITRATOR**

- 1. The Urgent Application shall include the following:**
  - a. The names in full, addresses and other contact details of each of the parties;**
  - b. the name(s) in full, address(es), contact details and proof of authority of any person(s) representing the applicant(s);**
  - c. Identification of the arbitration agreement that is invoked;**
  - d. Identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;**
  - e. A brief description of the claim, as well as the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims (including unquantified claims), if any;**
  - f. A description of the circumstances giving rise to the Urgent Application and of the underlying dispute referred or to be referred to arbitration;**
  - g. A statement of the urgent measures sought;**
  - h. The reasons why the applicant needs urgent measures that cannot await the constitution of an arbitral tribunal;**
  - i. Any agreement as to the language of arbitration, applicable rules of law and place of arbitration; and**
  - j. Proof of payment of the amount referred to in article 11, paragraph 1 of this Annex.**

Article 2(1) of Annex 2 to the CRCICA Rules 2024 outlines the necessary components of the Urgent Application submitted to the Centre for the appointment of an emergency arbitrator. Here is an analysis of the key elements:

1. **Identification of Parties:** The Urgent Application must include the full names, addresses, and other contact details of each party involved in the arbitration. This information is crucial for the proper identification of the parties in the urgent proceedings.
2. **Representatives of the Applicant:** Details about any person representing the applicant, including their full name, address, contact details, and proof of authority, are required. This ensures transparency and confirms the authority of those acting on behalf of the applicant.
3. **Arbitration Agreement and Relevant Instruments:** The application must specify the arbitration agreement being invoked and identify any contracts or legal instruments related to the dispute. If there is no specific contract or instrument, a brief description of the relevant relationship should be provided.



4. Description of the Claim: A brief description of the claim, including quantified amounts and an estimate of the monetary value for unquantified claims, is necessary. This helps the emergency arbitrator understand the nature and extent of the dispute.
5. Description of Circumstances and Urgency: The applicant is required to provide a detailed description of the circumstances giving rise to the Urgent Application and the underlying dispute. The applicant must articulate why urgent measures are needed, and this explanation should demonstrate why waiting for the constitution of an arbitral tribunal is not feasible.
6. Statement of Urgent Measures Sought: The Urgent Application must specify the particular urgent measures sought by the applicant. This clarity helps the emergency arbitrator understand the nature of the relief being requested.
7. Agreements on Procedural Aspects: Any agreements regarding the language of arbitration, applicable rules of law, and the place of arbitration should be included in the application. These details guide the emergency arbitrator in structuring the proceedings.
8. Proof of Payment: The application should include proof of payment of the amount referred to in Article 11, Paragraph 1 of the Annex. This payment is likely associated with the costs and fees related to the emergency arbitrator proceedings.

In summary, Article 2(1) establishes a comprehensive set of requirements for the Urgent Application, ensuring that the emergency arbitrator receives all essential information to make informed and expedited decisions regarding the requested urgent measures.

2. **The Urgent Application shall be drawn up in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.**
3. **The Urgent Application shall be submitted in a number of copies equal to the number required to provide one copy for the emergency arbitrator, one copy for each of the remaining parties and one copy for the Centre. However, the Urgent Application may also be submitted using the Centre’s online form according to the conditions available at CRCICA’s website.**

Article 2(2) of Annex 2 to the CRCICA Rules 2024 addresses several important procedural aspects related to the Urgent Application for the appointment of an emergency arbitrator. Here is an analysis of its key provisions:

1. Language of the Application:
  - a. The Urgent Application should be prepared in the language of the arbitration if the parties have mutually agreed on a specific language. This reflects the principle of party autonomy in international arbitration, allowing the parties to choose the language that suits their needs and preferences.
  - b. In the absence of an agreement on the language of the arbitration, the application should be prepared in the language of the arbitration agreement. This ensures consistency with the arbitration agreement itself.

2. Submission of Copies: The Urgent Application must be submitted in multiple copies to ensure that each relevant party and the Centre receive a copy. The required copies include:
  - a. One copy for the emergency arbitrator.
  - b. One copy for each of the remaining parties involved in the arbitration.
  - c. One copy for the Centre, which is the administering institution overseeing the proceedings.
3. Online Submission Option: Importantly, Article 2(2) also acknowledges the option for parties to submit the Urgent Application using the Centre's online form, subject to the conditions made available on the CRCICA's website. This modern approach streamlines the application process, making it more convenient and efficient.

In summary, Article 2(2) ensures that the Urgent Application is accessible and understandable to all relevant parties and the Centre. It also recognizes the importance of technology by allowing for online submission, which can enhance the speed and efficiency of the emergency arbitrator proceedings.

### ARTICLE 3

#### COMMUNICATION OF THE URGENT APPLICATION TO THE OTHER PARTY

**As soon as an Urgent Application for the appointment of an emergency arbitrator has been submitted and accepted by the Centre, the Centre shall communicate the Urgent Application to the other party provided that the proof of payment of the amount referred to in article 11, paragraph 1 of this Annex has been submitted to the Centre.**

Article 3 of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the procedure for handling an Urgent Application for the appointment of an emergency arbitrator. Here is a breakdown of its key components:

1. Submission and Acceptance of Urgent Application: The article activates when an Urgent Application for appointing an emergency arbitrator is submitted to and accepted by the CRCICA. This implies a preliminary review process to determine the application's validity and urgency.
2. Communication to the Other Party: Upon acceptance, the Centre is required to communicate the Urgent Application to the opposing party. This step ensures that all parties involved in the dispute are promptly informed about the application for an emergency arbitrator, which is crucial for maintaining transparency and fairness in the arbitration process.
3. Requirement of Proof of Payment: The Centre will only proceed with the communication to the other party after receiving proof of payment of a specified amount. Article 11, paragraph 1 of the Annex likely outlines the financial requirements associated with filing an Urgent Application. This clause ensures that the applicant is serious and committed to the arbitration process and also helps in covering the administrative costs incurred by the Centre in handling the emergency arbitration.

4. Focus on Emergency Arbitration: The provision specifically deals with emergency arbitration, a process designed for urgent matters that cannot wait for the formation of a regular arbitral tribunal. Emergency arbitrators can grant interim measures that are essential to prevent irreparable harm or to preserve the status quo pending the constitution of the arbitral tribunal.

In summary, this article establishes a clear and efficient procedure for handling urgent applications for emergency arbitrators, emphasizing prompt communication, financial responsibility, and procedural integrity. This helps in ensuring swift and effective interim relief in urgent arbitration matters.

#### ARTICLE 4

##### APPOINTMENT, CHALLENGE AND REPLACEMENT OF THE EMERGENCY ARBITRATOR

1. **The Centre shall appoint an emergency arbitrator within as short a time as possible, normally within 2 days from the Centre's acceptance of the Urgent Application.**

Article 4(1) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules focuses on the timeframe for appointing an emergency arbitrator following the acceptance of an Urgent Application. Here is an analysis of its key aspects:

1. Rapid Appointment of Emergency Arbitrator: The central directive of this article is the expeditious appointment of an emergency arbitrator. This urgency is crucial in situations where immediate interim measures are needed to prevent irreparable harm or to maintain the status quo until a full arbitral tribunal can be established.
2. Timeframe for Appointment: The article specifies that the appointment should occur "as short a time as possible," underlining the need for speed in response to the urgent nature of the application.
3. Standard Time Expectation: While recognizing the need for rapid action, the article sets a normative timeframe, stating that the appointment should normally occur within two days (48 hours) from the Centre's acceptance of the Urgent Application. This sets a clear expectation for both the parties involved and the Centre's administration, providing a predictable timeline while allowing for some flexibility in extraordinary circumstances.
4. Efficiency in Emergency Arbitration Process: By mandating a quick appointment, this article ensures that the emergency arbitration process begins without undue delay. This is important because the value of emergency arbitration often lies in its ability to provide swift interim relief, which can be critical in preserving assets, evidence, or maintaining the status quo in a dispute.
5. Balancing Speed and Due Process: While the article emphasizes speed, it implicitly acknowledges the need for due process – the arbitrator must be appropriately qualified and impartial. The two-day period is a balance between the urgency of the situation and the time required to ensure a suitable arbitrator is appointed.

In summary, Article 4(1) underscores the CRCICA's commitment to providing an effective and efficient emergency arbitration process. It sets out a clear, though flexible, timeline for the appointment of an

emergency arbitrator, ensuring that urgent cases are dealt with promptly while maintaining the integrity and fairness of the arbitration process.

**2. An emergency arbitrator shall not be appointed if the Centre *prima facie* lacks jurisdiction over the dispute.**

Article 4(2) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules pertains to the conditions under which an emergency arbitrator will not be appointed, particularly focusing on the aspect of jurisdiction. Here is a detailed analysis:

1. **Jurisdiction as a Prerequisite:** The key element in this provision is the concept of jurisdiction. The Centre must have *prima facie* (on the face of it) jurisdiction over the dispute for the process of appointing an emergency arbitrator to proceed. Jurisdiction refers to the Centre's authority to adjudicate the dispute, typically determined by factors like the agreement between the parties, the subject matter of the dispute, and any relevant legal constraints.
2. **Prima Facie Assessment:** The term "prima facie" implies an initial, superficial examination of jurisdiction, without delving into a deep, conclusive analysis. This is a preliminary check to ensure that the Centre is not evidently outside its jurisdiction. If, at first glance, the Centre seems to lack jurisdiction, the appointment of an emergency arbitrator will not proceed.
3. **Efficiency and Legitimacy:** This provision helps in maintaining the efficiency of the arbitration process by preventing the unnecessary appointment of arbitrators in cases where the Centre clearly lacks jurisdiction. It also upholds the legitimacy and legal standing of the Centre's proceedings, as acting outside of its jurisdiction could lead to legal challenges and undermine the enforceability of any decisions made.
4. **Legal Strategy Considerations:** For parties involved in a dispute, this article highlights the importance of ensuring that their case falls within the CRCICA's jurisdiction before applying for emergency measures. Misjudging this could lead to delays and additional costs.
5. **Scope of Jurisdiction Check:** It is important to note that this *prima facie* check is limited to jurisdictional aspects only. It does not encompass other factors that might affect the appropriateness or feasibility of appointing an emergency arbitrator, such as the merits of the case or the specific relief sought.

In summary, Article 4(2) establishes a crucial safeguard in the emergency arbitration process. By preventing the appointment of an emergency arbitrator in cases where the Centre clearly lacks jurisdiction, it ensures the legal robustness of the arbitration process and protects against unnecessary or inappropriate use of the Centre's resources.

**3. The appointment of an emergency arbitrator shall be completed only upon the acceptance of his or her mission. A prospective emergency arbitrator shall sign a statement of acceptance, availability, impartiality and independence communicated by the Centre. The Centre shall provide a copy of such statement to the parties.**

Article 4(3) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the finalisation process for the appointment of an emergency arbitrator.

This article emphasizes the formal acceptance of the role by the arbitrator and the communication of their commitment to impartiality and independence. Here is a breakdown of its key components:

1. **Completion of Appointment upon Acceptance of Mission:** The appointment of an emergency arbitrator is not merely based on selection by the Centre; it is completed only when the chosen arbitrator accepts their mission. This step is crucial as it confirms the arbitrator's willingness and ability to undertake the urgent task at hand.
2. **Signing a Statement of Acceptance, Availability, Impartiality, and Independence:** The prospective emergency arbitrator is required to sign a statement that addresses several key aspects:
3. **Acceptance:** Confirmation that the arbitrator accepts the appointment.
4. **Availability:** Assurance that the arbitrator will be available to carry out the duties required in the emergency arbitration process, which is often time-sensitive.
5. **Impartiality and Independence:** Declaration that the arbitrator is impartial and independent with respect to the parties involved in the dispute. This is fundamental to ensuring the fairness and neutrality of the arbitration process.
6. **Communication by the Centre:** The Centre plays an active role in this process by providing the statement for the arbitrator to sign. This step ensures that the Centre maintains control over the process and verifies the arbitrator's qualifications and readiness.
7. **Provision of the Statement to the Parties:** After the arbitrator signs the statement, the Centre is responsible for providing a copy of this statement to the parties involved in the dispute. This action promotes transparency in the arbitration process, allowing the parties to be fully informed about the arbitrator's commitment to their role and the principles governing the arbitration.
8. **Ensuring Trust in the Emergency Arbitration Process:** By requiring these formalities, Article 4(3) seeks to instil confidence in the parties that the emergency arbitration will be conducted fairly, efficiently, and by a suitably qualified arbitrator. The emphasis on impartiality and independence is particularly important in upholding the integrity of the arbitration.

In summary, Article 4(3) establishes a structured and transparent process for the finalisation of an emergency arbitrator's appointment, focusing on formal acceptance, readiness, and commitment to neutrality. This approach helps to ensure the effectiveness and legitimacy of the emergency arbitration proceedings under the CRCICA framework.

**4. Every emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute.**

Article 4(4) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses a fundamental principle in arbitration, particularly focusing on the role of an emergency arbitrator. The key aspects of this article are as follows:

1. **Mandate of Impartiality and Independence:** The core directive of this article is that every emergency arbitrator must be, and remain, impartial and independent of the parties

involved in the dispute. This means that the arbitrator should not favour either party, nor should they have any relationship with the parties that might influence their decision-making or give the appearance of bias.

2. **Continual Obligation:** The use of the phrase “shall be and remain” indicates that this is not just a one-time requirement at the time of appointment, but a continuous obligation throughout the arbitration process. The arbitrator must consistently evaluate their ability to remain impartial and independent and should be vigilant against any circumstances that might compromise these principles.
3. **Relevance in Emergency Arbitration:** In the context of emergency arbitration, which is often fast-paced and involves making significant interim decisions, the necessity for impartiality and independence is even more pronounced. Decisions made by the emergency arbitrator can have immediate and substantial impacts on the parties, making it crucial that these decisions are made without any undue influence or bias.
4. **Ensuring Fairness and Trust in Arbitration:** This requirement is fundamental to the integrity of the arbitration process. It ensures that the parties can trust that the emergency arbitrator’s decisions are based solely on the merits of the case and the applicable legal principles, rather than any external influences or personal biases.
5. **Legal and Ethical Standards:** The requirement for impartiality and independence aligns with international legal and ethical standards in arbitration. It is a cornerstone principle that underpins the legitimacy and acceptability of the arbitration process, both domestically and internationally.

In summary, Article 4(4) underlines a critical aspect of the emergency arbitrator’s role within the CRCICA framework — to uphold impartiality and independence at all times. This principle is essential to maintain the fairness and credibility of the emergency arbitration process and to ensure that the arbitration awards are respected and enforceable.

5. **A party that intends to challenge the emergency arbitrator shall file with the Centre a written notice of its challenge within 2 days after it has been notified of the appointment of the challenged arbitrator, or within 2 days after the circumstances justifying the challenge became known to that party. The notice of challenge shall state the reasons for the challenge. The Centre shall communicate the notice of challenge to all other parties and to the emergency arbitrator who is challenged.**

Article 4(5) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the procedure for challenging the appointment of an emergency arbitrator. This article is significant as it ensures that the parties involved in the arbitration have a recourse if they believe the appointed arbitrator does not meet the required standards of impartiality and independence. Here is a breakdown of its key components:

1. **Timeframe for Filing a Challenge:** The article specifies a precise timeframe within which a party can challenge the emergency arbitrator — within two days after being notified of the arbitrator’s appointment or within two days after becoming aware of circumstances that justify a challenge. This tight deadline underscores the urgency and efficiency required in the emergency arbitration process.

2. **Written Notice of Challenge:** The challenge must be filed in writing with the Centre. This formal requirement ensures that there is a clear and unambiguous record of the challenge and its grounds.
3. **Statement of Reasons for the Challenge:** The notice of challenge must explicitly state the reasons behind the challenge. This is crucial for transparency and fairness, as it allows the arbitrator and the other party to understand the basis of the challenge.
4. **Communication of the Challenge:** Upon receiving a notice of challenge, the Centre is responsible for communicating this notice to all other parties involved in the dispute and to the emergency arbitrator who is being challenged. This step is essential to ensure that all parties are informed and have the opportunity to respond appropriately.
5. **Importance of the Challenge Process:** This provision plays a critical role in maintaining the integrity of the emergency arbitration process. By allowing parties to challenge an arbitrator, the rules ensure that any concerns regarding impartiality, independence, or other qualifications of the arbitrator are addressed promptly and transparently.
6. **Balancing Efficiency with Fairness:** The provision strikes a balance between the need for swift resolution in emergency arbitration and the fundamental requirement of a fair and impartial arbitration process. It provides a mechanism for addressing concerns about an arbitrator while ensuring that these challenges do not unduly delay the arbitration proceedings.

In summary, Article 4(5) provides a structured and efficient process for parties to challenge an emergency arbitrator in the CRCICA arbitration framework. This process is crucial for upholding the principles of impartiality and independence in arbitration, thereby ensuring the fairness and credibility of the emergency arbitration proceedings.

6. **If within 2 days from the date of communicating the notice of challenge to all parties the parties do not agree to remove the challenged arbitrator or the latter does not withdraw, the challenge shall be decided by an impartial and independent member to be selected by the Centre from among the members of the Advisory Committee(2), after the Centre has afforded an opportunity for the emergency arbitrator and the other party or parties to provide comments in writing within a suitable period of time. The arbitrator who is removed, successfully challenged or withdrawn shall not be entitled to any fees.**

Article 4(6) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the procedure for resolving a challenge against an emergency arbitrator. This article details the steps to be taken if the parties do not reach an agreement regarding the removal of the challenged arbitrator. Here is an analysis of its key elements:

1. **Two-Day Window for Agreement or Withdrawal:** After the notice of challenge is communicated to all parties, there is a two-day period for the parties to agree on removing the challenged arbitrator, or for the arbitrator to voluntarily withdraw. This time limit underscores the need for a swift resolution in keeping with the urgency associated with emergency arbitration.
2. **Decision by a Member of the Advisory Committee:** If no agreement is reached and the arbitrator does not withdraw within this two-day period, the challenge is decided by an impartial and independent member selected by the Centre from the Advisory Committee.

This provision ensures that the decision is made by someone with relevant expertise and who is detached from the dispute.

3. **Opportunity for Comments:** Before the decision is made, the Centre provides an opportunity for both the emergency arbitrator and the other party or parties to provide written comments within a suitable period. This step is critical for ensuring fairness and transparency, as it allows both sides to present their views on the challenge.
4. **Outcome of a Successful Challenge or Withdrawal:** In the case where the arbitrator is successfully challenged, removed, or withdraws, they are not entitled to any fees. This clause likely serves as a deterrent against any potential bias or impropriety on the part of arbitrators and reinforces the importance of maintaining high ethical standards.
5. **Efficiency and Fairness:** The article balances the need for a quick resolution - crucial in emergency arbitration - with procedural fairness. It provides a clear and structured mechanism to address challenges against an arbitrator, ensuring that such disputes are resolved efficiently and equitably.
6. **Maintaining Integrity of Arbitration Process:** This provision plays a significant role in maintaining the integrity of the arbitration process. By ensuring that challenges to arbitrators are handled by impartial and independent experts, it upholds the credibility and trustworthiness of the CRCICA's arbitration proceedings.

In summary, Article 4(6) provides a comprehensive and balanced approach to addressing challenges against emergency arbitrators within the CRCICA framework. It emphasizes the need for expedient resolution while ensuring fairness, impartiality, and the maintenance of high ethical standards in the arbitration process.

7. **Where an emergency arbitrator has to be replaced during the course of the emergency arbitral proceedings, a substitute emergency arbitrator shall be appointed as per paragraph 1 of this article. If the emergency arbitrator is replaced, the proceedings shall resume at the stage where the emergency arbitrator was replaced or ceased to perform his or her functions, unless the substitute emergency arbitrator decides otherwise. However, in the event that the replacement takes place and a hearing has been held, another hearing shall be held in the presence of the substitute arbitrator.**

Article 4(7) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the procedure for replacing an emergency arbitrator during the course of emergency arbitral proceedings. This provision ensures continuity and procedural integrity in the event of such a replacement. Here is a detailed analysis of its key aspects:

1. **Procedure for Appointment of a Substitute Emergency Arbitrator:** If an emergency arbitrator needs to be replaced, the substitute emergency arbitrator is appointed following the same procedure as outlined in paragraph 1 of Article 4. This ensures consistency in the appointment process and maintains the standards of selection for emergency arbitrators.
2. **Resumption of Proceedings:** The proceedings are to resume at the stage where the original emergency arbitrator was replaced or ceased to perform their functions. This clause is crucial for maintaining the continuity of the arbitration process, ensuring that the proceedings do not have to start anew, which could lead to delays and increased costs.



3. **Discretion of the Substitute Emergency Arbitrator:** The substitute emergency arbitrator has the discretion to decide whether to continue the proceedings from the stage where they were left off or to start over. This flexibility allows the new arbitrator to assess the situation and determine the most appropriate course of action, considering the specifics of the case and the work done by the previous arbitrator.
4. **Requirement for Another Hearing:** If a replacement occurs after a hearing has been held, another hearing must be conducted in the presence of the substitute arbitrator. This ensures that the substitute arbitrator has the opportunity to hear all the arguments and evidence first-hand, maintaining the fairness and thoroughness of the arbitration process.
5. **Ensuring Fairness and Transparency:** These procedures ensure that both parties have a fair opportunity to present their case to the substitute arbitrator. It upholds the principles of transparency and impartiality, which are fundamental to the arbitration process.
6. **Balancing Efficiency with Due Process:** The article strikes a balance between the need for expeditious proceedings in emergency arbitration and the necessity to uphold due process. It acknowledges the practical challenges that may arise from replacing an arbitrator and provides a structured approach to address these challenges.

In summary, Article 4(7) of the CRCICA Rules provides a clear and pragmatic approach to dealing with the replacement of an emergency arbitrator. It emphasizes the importance of continuity, fairness, and efficiency in the emergency arbitral proceedings, ensuring that such replacements do not undermine the integrity or the expedient nature of the arbitration process.

**8. An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Urgent Application and in respect of which he or she has acted.**

Article 4(8) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules establishes a crucial ethical and procedural boundary for emergency arbitrators. Here is an analysis of its key elements:

1. **Prohibition on Dual Roles:** This article explicitly prohibits an emergency arbitrator who has acted in response to an Urgent Application from subsequently serving as an arbitrator in any arbitration related to that same dispute.
2. **Maintaining Impartiality and Independence:** The primary rationale for this restriction is to preserve the impartiality and independence of the arbitration process. An emergency arbitrator, having already made decisions in the urgent phase of the dispute, might be perceived as biased or predisposed towards a certain view in the subsequent, more comprehensive arbitration proceedings.
3. **Avoiding Conflicts of Interest:** By disallowing the emergency arbitrator from acting in the main arbitration, this rule helps to prevent potential conflicts of interest. The decisions made by an emergency arbitrator could influence the broader aspects of the case, and their involvement in subsequent proceedings could raise questions about the fairness and neutrality of the arbitration process.
4. **Ensuring Credibility of Arbitration Process:** This provision is important for maintaining the credibility of the arbitration process. Parties need to have confidence that emergency measures are decided by an arbitrator who is not involved in the larger dispute resolution.

process, ensuring that these decisions are made objectively and without any undue influence from the broader issues at stake in the dispute.

5. **Consistency with International Best Practices:** This rule aligns with best practices in international arbitration, where the roles of emergency arbitrator and arbitrator in the main proceedings are generally kept separate to uphold the integrity of the arbitration process.
6. **Practical Implications:** For parties involved in arbitration, this article underscores the importance of understanding that the emergency arbitrator's role is limited to addressing the immediate concerns raised in the Urgent Application. Any long-term or comprehensive resolution of the dispute will be handled by a different arbitrator or tribunal.

In summary, Article 4(8) of the CRCICA Rules plays a vital role in safeguarding the ethical standards and impartiality of the arbitration process. By preventing an emergency arbitrator from participating in related subsequent arbitrations, it helps to ensure that each phase of the dispute resolution process is handled with the requisite level of objectivity and fairness.

## ARTICLE 5

### PLACE OF THE EMERGENCY ARBITRATOR PROCEEDINGS

1. **If the parties have agreed upon the place of the arbitration, such place shall be the place of the emergency arbitrator proceedings. In the absence of such agreement, the emergency arbitrator shall fix the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of the arbitration pursuant to article 18, paragraph 1 of the CRCICA Arbitration Rules.**

Article 5(1) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the determination of the place of emergency arbitrator proceedings. Here is an analysis of its key aspects:

1. **Preference for Parties' Agreement:** The article first acknowledges the primacy of any agreement between the parties regarding the place of arbitration. If the parties have agreed on a location for the arbitration, this place will automatically be the venue for the emergency arbitrator proceedings. This clause respects the autonomy of the parties in deciding key aspects of the arbitration process.
2. **Emergency Arbitrator's Authority in Absence of Agreement:** In cases where the parties have not agreed upon the place of arbitration, the emergency arbitrator is granted the authority to determine the location of the emergency arbitrator proceedings. This provision ensures that there is no undue delay in the proceedings due to the absence of an agreement on the venue.
3. **Distinction Between Emergency Proceedings and Main Arbitration:** Crucially, the determination of the place of the emergency arbitrator proceedings by the arbitrator does not affect the determination of the place of the main arbitration. This is indicated by the phrase "without prejudice to the determination of the place of the arbitration pursuant to article 18, paragraph 1 of the CRCICA Arbitration Rules."

4. **Flexibility and Efficiency:** This approach allows for flexibility and efficiency in handling emergency proceedings. Since emergency arbitrations typically need to be resolved quickly, allowing the emergency arbitrator to set the venue can expedite the process.
5. **Separation of Jurisdictional Decisions:** The provision ensures that the decisions regarding the place of the emergency proceedings and the main arbitration proceedings are treated as separate matters. This separation is important because the requirements and considerations for each may differ based on the urgency and the nature of the interim measures sought in the emergency proceedings.
6. **Alignment with International Arbitration Practices:** This article aligns with common practices in international arbitration where the place of arbitration is a crucial factor affecting the convenience of the parties, applicable law, and even the enforceability of the arbitral award.

In summary, Article 5(1) of the CRCICA Rules provides a clear framework for determining the place of emergency arbitrator proceedings, prioritizing the parties' agreement while also empowering the emergency arbitrator to make a decision in the absence of such an agreement. This structure ensures the smooth functioning of emergency proceedings, respecting the parties' preferences while maintaining the efficiency and effectiveness of the arbitration process.

**2. Any meetings with the emergency arbitrator may be conducted remotely or in person at any location the emergency arbitrator considers.**

Article 5(2) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the modality and location of meetings with the emergency arbitrator. This article reflects the flexibility inherent in modern arbitration practices. Here is a detailed analysis:

1. **Flexibility in Mode of Meeting:** The article allows for meetings with the emergency arbitrator to be conducted either remotely (e.g., via videoconference, teleconference) or in person. This flexibility is crucial in emergency arbitration where time is often of the essence and the parties or the arbitrator may be located in different jurisdictions.
2. **Arbitrator's Discretion on Location:** The emergency arbitrator is given the discretion to determine the location of in-person meetings. This autonomy enables the arbitrator to consider various factors like the urgency of the matter, the convenience for all parties, and the practicalities of travel and logistics in deciding the meeting place.
3. **Adaptability to Urgent Situations:** Emergency arbitration typically requires prompt action and decisions. The ability to conduct meetings remotely is particularly valuable in urgent situations where assembling all parties at a single physical location may cause unnecessary delays.
4. **Efficiency and Accessibility:** The provision for remote meetings enhances the efficiency and accessibility of the arbitration process. It allows for quicker scheduling of meetings and can be more cost-effective, reducing the need for travel and accommodation arrangements.
5. **Global and Technological Context:** This article reflects the global nature of international arbitration and acknowledges the role of technology in facilitating arbitration.

proceedings. It aligns with contemporary practices where remote communication tools are increasingly used in legal and arbitration processes.

6. Consideration of Practicalities and Fairness: The emergency arbitrator's authority to decide the mode and location of meetings enables a balance between practicality and fairness. The arbitrator can weigh the need for expedient resolution against the importance of ensuring that all parties have an equitable opportunity to participate in the proceedings.

In summary, Article 5(2) of the CRCICA Rules provides for a flexible and practical approach to conducting meetings with the emergency arbitrator. By allowing for both remote and in-person meetings and giving the arbitrator discretion in determining the location, it ensures that the emergency arbitration process is adaptable, efficient, and responsive to the needs of the parties involved.

## ARTICLE 6

### REFERRAL TO THE EMERGENCY ARBITRATOR AND WRITTEN COMMUNICATIONS

**Once an emergency arbitrator has been appointed, the Centre shall promptly refer the Urgent Application, and any other documents or information relating to the Urgent Application, to the emergency arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the emergency arbitrator with a copy to the other party and the Centre. A copy of any written communications from the emergency arbitrator to the parties shall be submitted to the Centre.**

Article 6 of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules deals with the procedure for handling communications once an emergency arbitrator has been appointed. This article is pivotal in ensuring an orderly and efficient exchange of information during emergency arbitration proceedings. Here is a breakdown of its key components:

1. **Prompt Referral of Documents:** The first part of the article emphasizes that as soon as an emergency arbitrator is appointed, the Centre must promptly refer the Urgent Application, along with any other documents or information related to the Urgent Application, to the arbitrator. This ensures that the arbitrator receives all the relevant material without delay, facilitating a quick start to the emergency arbitration proceedings.
2. **Direct Communication with the Emergency Arbitrator:** Following the referral of the initial documents, all subsequent written communications from the parties must be sent directly to the emergency arbitrator. This directive streamlines the communication process, making it more efficient by reducing potential delays that could arise if all communications were routed through the Centre.
3. **Requirement for Copies to Other Parties and the Centre:** When the parties submit written communications to the emergency arbitrator, they are also required to provide a copy to the other party and the Centre. This practice ensures transparency and fairness in the arbitration process, as it guarantees that all involved parties are equally informed and that the Centre remains updated on the arbitration's progress.

4. **Emergency Arbitrator’s Communications:** The article also stipulates that a copy of any written communications from the emergency arbitrator to the parties must be submitted to the Centre. This ensures that the Centre is kept in the loop regarding the arbitrator’s communications, helping to maintain a comprehensive record of the proceedings and allowing the Centre to oversee the arbitration process effectively.
5. **Efficiency in Emergency Proceedings:** The streamlined communication process outlined in this article is particularly important in the context of emergency arbitration, where decisions often need to be made rapidly to prevent irreparable harm or to preserve the status quo pending the formation of an arbitral tribunal.
6. **Balancing Speed with Transparency and Fairness:** While the article is designed to facilitate speed and efficiency, it also carefully balances these needs with the principles of transparency and fairness. By requiring copies of communications to be shared with all parties and the Centre, it ensures that the process remains open and equitable.

In summary, Article 6 of the CRCICA Rules provides a clear and efficient framework for communication once an emergency arbitrator is appointed. It ensures prompt action, direct engagement with the arbitrator, and maintains transparency and fairness by requiring that all parties and the Centre be kept fully informed throughout the emergency arbitration process.

## ARTICLE 7 CONDUCT OF THE EMERGENCY ARBITRATOR PROCEEDINGS

**The emergency arbitrator may conduct the proceedings in such a manner as he or she considers appropriate, taking into account the urgency inherent in such proceedings and ensuring that each party has a reasonable opportunity to be heard on the Urgent Application.**

Article 7 of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules focuses on the discretionary powers of the emergency arbitrator in conducting the proceedings. This article balances the need for urgency in emergency arbitration with the fundamental principle of fairness. Here is an analysis of its key aspects:

1. **Discretion in Conducting Proceedings:** The emergency arbitrator is granted broad discretion to determine the manner in which the proceedings are conducted. This flexibility is crucial in emergency arbitration, where the circumstances of each case can vary significantly and may require different approaches.
2. **Consideration of Urgency:** The arbitrator is specifically instructed to take into account the urgency inherent in emergency arbitrator proceedings. This is a key aspect of emergency arbitration, distinguishing it from standard arbitration proceedings. The arbitrator must be able to make swift decisions and manage the proceedings efficiently to address the immediate needs of the parties.
3. **Ensuring Fairness and Opportunity to be Heard:** Despite the urgency, the arbitrator must ensure that each party has a reasonable opportunity to be heard, particularly on the Urgent Application. This principle upholds the fundamental right of fair hearing, which is essential for the legitimacy and acceptability of the arbitration process.

4. **Balancing Speed with Due Process:** The article reflects a careful balance between the need for quick decision-making and the requirement to adhere to the principles of natural justice and due process. The arbitrator must navigate these sometimes competing demands to ensure an effective and equitable resolution of the urgent matter.
5. **Flexibility in Procedure:** The discretionary power given to the emergency arbitrator allows for a variety of procedural approaches, which can include expedited exchange of documents, shortened timelines for submissions, and rapid scheduling of hearings (either in-person or remote).
6. **Adapting to Case Specifics:** The provision recognizes that each emergency arbitration case is unique and may require a tailored approach. The arbitrator's ability to adapt the procedure accordingly is crucial to address the specific needs of each case effectively.

In summary, Article 7 of the CRCICA Rules entrusts the emergency arbitrator with significant discretion in conducting the proceedings, reflecting the unique nature of emergency arbitration. It emphasizes the importance of swift action while ensuring that the fundamental rights of the parties to a fair and reasonable opportunity to present their case are maintained. This approach is critical for the integrity and effectiveness of the emergency arbitration process.

## ARTICLE 8 EMERGENCY DECISION

1. **The emergency arbitrator's decision on the Urgent Application, whether in the form of an order or award or in any other form, shall be referred to as (the "Emergency Decision").**

Article 8(1) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules specifies the terminology to be used for the decision made by the emergency arbitrator on an Urgent Application. Here is an analysis of its significance:

1. **Definition of 'Emergency Decision':** This article introduces and defines the term "Emergency Decision" as the label for the outcome rendered by the emergency arbitrator. This decision can take various forms, such as an order, an award, or another format, but regardless of its form, it will be uniformly referred to as the "Emergency Decision."
2. **Clarification of Terminology:** The provision standardizes the terminology for decisions made in the context of emergency arbitration. This clarity is important for legal certainty and consistency, especially when referring to or enforcing these decisions in legal or arbitration proceedings.
3. **Flexibility in Decision Format:** By acknowledging that the decision can take various forms (order, award, or otherwise), the article recognizes the diverse nature of issues that can arise in emergency arbitrations and the need for flexibility in addressing them. The format of the decision may depend on the nature of the Urgent Application and the specific relief sought.
4. **Legal Significance of the Emergency Decision:** The use of a specific term, "Emergency Decision," underlines the legal weight and significance of the decision made by the

emergency arbitrator. It serves as a formal designation that can be readily identified and referenced in legal and arbitration contexts.

5. **Uniformity Across Cases:** Having a standardized term for these decisions aids in creating a uniform understanding and treatment of such decisions across different cases under the CRCICA Rules. This uniformity is beneficial for practitioners, parties, and courts when dealing with or reviewing decisions made in the context of emergency arbitration.
6. **Implications for Enforcement and Challenge:** The designation of the decision as an “Emergency Decision” may have implications for how these decisions are enforced or challenged, particularly in different legal jurisdictions. The recognition of the decision as either an order, award, or another form is significant for its legal standing and enforceability.

In summary, Article 8(1) of the CRCICA Rules provides a clear and standardized terminology for decisions made by an emergency arbitrator, accommodating various forms of decision-making while underscoring their importance and formal status in the arbitration process. This standardisation facilitates the understanding, reference, and legal treatment of these decisions.

**2. The Emergency Decision shall be made within 15 days from the date on which the Centre transmitted the Urgent Application, and any other documents or information relating to the Urgent Application to the emergency arbitrator. This time limit may be extended by agreement of the parties or, in exceptional circumstances, by the Centre.**

Article 8(2) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules sets out the timeframe for the emergency arbitrator to make a decision on the Urgent Application and provides for the possibility of extending this timeframe under certain conditions. Here is an analysis of its key elements:

1. **Timeframe for the Emergency Decision:** The article stipulates that the emergency arbitrator must make their decision, referred to as the “Emergency Decision,” within 15 days from the date the Centre transmitted the Urgent Application and any related documents or information to the arbitrator. This timeframe is significant in emphasizing the urgency and expedited nature of the emergency arbitration process.
2. **Rationale for the 15-Day Limit:** The 15-day limit reflects the need for a swift resolution in emergency arbitrator proceedings. These proceedings are typically initiated to address urgent issues that cannot wait for the formation of a regular arbitral tribunal, such as requests for interim measures to prevent irreparable harm.
3. **Extension of Time Limit:** The article allows for the extension of this 15-day period in two scenarios:
4. **Agreement of the Parties:** If all parties involved in the dispute agree, the timeframe can be extended. This provision acknowledges the parties’ autonomy in the arbitration process and allows them flexibility if they collectively decide that more time is necessary.
5. **Exceptional Circumstances and Centre’s Authority:** The Centre has the authority to extend the time limit in “exceptional circumstances.” This clause gives the Centre discretion to account for unforeseen or extraordinary situations that may warrant additional time for the arbitrator to render a decision.

6. **Balancing Urgency with Flexibility:** By setting a specific timeframe while also allowing for extensions, the article balances the inherent urgency of emergency arbitration with the practical realities and complexities that may arise in specific cases.
7. **Ensuring Fairness and Due Process:** The possibility of extending the timeframe ensures that the emergency arbitrator has sufficient time to consider the case thoroughly, ensuring fairness and due process. This is particularly important if complex legal or factual issues are involved.
8. **Practical Implications for Arbitration Practice:** For parties involved in arbitration and their legal representatives, this article highlights the need for efficient preparation and presentation of their case in emergency arbitration, given the tight deadlines. However, it also reassures them that there is some flexibility to accommodate extraordinary circumstances.

In summary, Article 8(2) of the CRCICA Rules establishes a clear deadline for making an Emergency Decision, underlining the expedited nature of emergency arbitration. At the same time, it provides for extensions under specific conditions, ensuring that the process remains adaptable and fair. This approach strikes a balance between the need for prompt action in urgent matters and the need to accommodate the complexities that may arise in individual cases.

### 3. The Emergency Decision shall:

- a. **Be made in writing;**
- b. **Contain the date when it was made, the arbitration agreement invoked, the place of the emergency arbitrator proceedings and the reasons upon which the Emergency Decision is based, including a determination on the emergency arbitrator's own jurisdiction; and**
- c. **Be signed by the emergency arbitrator.**

Article 8(3) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines specific requirements for the format and content of the Emergency Decision made by the emergency arbitrator. This article is critical in ensuring that the decision is comprehensive, transparent, and legally robust. Here is an analysis of its key elements:

1. **Written Form:** The Emergency Decision must be made in writing. This requirement ensures that there is a formal, tangible record of the decision, which is crucial for clarity, enforceability, and potential future reference or review.
2. **Mandatory Contents of the Emergency Decision:** The decision must include several essential elements:
3. **Date of the Decision:** The inclusion of the date is important for identifying when the decision was rendered, which can be relevant for any subsequent actions or deadlines.
4. **Arbitration Agreement Invoked:** The decision must reference the specific arbitration agreement under which the emergency arbitration is being conducted. This establishes the legal basis for the arbitrator's authority and the scope of the proceedings.



5. Place of Emergency Arbitrator Proceedings: Indicating the place of the proceedings can be relevant for legal purposes, particularly concerning the enforcement of the decision and the applicable law.
6. Reasons for the Decision: The decision must articulate the reasons upon which it is based. This is a fundamental aspect of due process, ensuring that the parties understand the rationale behind the decision, including factual findings, legal reasoning, and the application of the relevant arbitration rules or laws.
7. Determination of the Arbitrator's Own Jurisdiction: The decision should include an assessment of the emergency arbitrator's jurisdiction. This self-assessment is important for establishing the legitimacy and scope of the arbitrator's authority in the matter.
8. Signature of the Emergency Arbitrator: The Emergency Decision must be signed by the emergency arbitrator. The signature serves as a formal endorsement and validation of the decision, confirming that the arbitrator stands by the contents of the decision.
9. Ensuring Transparency and Accountability: These requirements collectively ensure that the Emergency Decision is transparent, accountable, and provides a clear understanding of the arbitrator's findings and conclusions. This transparency is essential for both parties to understand the basis of the decision and for enforcing or challenging the decision, if necessary.
10. Legal and Procedural Integrity: By stipulating these specific requirements, the article reinforces the legal and procedural integrity of the emergency arbitration process. It ensures that the Emergency Decision is not only a reflection of the arbitrator's judgment but also adheres to recognized standards of legal documentation and arbitration practice.

In summary, Article 8(3) of the CRCICA Rules ensures that the Emergency Decision is comprehensive, well-documented, and substantively detailed. It upholds the principles of transparency, accountability, and legal propriety, which are crucial in arbitration proceedings, particularly in the context of emergency decisions that may have significant immediate impacts.

4. **Within the time limit established pursuant to paragraph 2 of this article, the emergency arbitrator shall send the Emergency Decision to the parties, with a copy to the Centre, by any of the means of communication permitted by article 2, paragraph 7(b) of the CRCICA Arbitration Rules that he or she considers will ensure prompt receipt.**

Article 8(4) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules provides guidelines on how the Emergency Decision should be communicated to the parties involved in the arbitration and to the CRCICA Centre. This article is crucial for ensuring the timely and effective delivery of the Emergency Decision. Here is an analysis of its key components:

1. Time Limit for Sending the Emergency Decision: The emergency arbitrator must send the Emergency Decision to the parties within the timeframe established in paragraph 2 of Article 8. This paragraph specifies that the decision should be made within 15 days from when the Centre transmitted the Urgent Application and related documents to the emergency arbitrator, with possible extensions in certain circumstances. This time limit reinforces the need for efficiency in emergency arbitrations.

2. **Communication to the Parties and the Centre:** The emergency arbitrator is responsible for sending the Emergency Decision to both the parties involved in the arbitration and to the CRCICA Centre. This ensures that all relevant stakeholders are promptly informed of the decision.
3. **Means of Communication:** The article refers to the means of communication permitted by article 2, paragraph 7(b) of the CRCICA Arbitration Rules. This cross-reference indicates that the emergency arbitrator should use established, recognized methods of communication as outlined in the CRCICA Arbitration Rules, ensuring consistency and reliability in the communication process.
4. **Ensuring Prompt Receipt:** The arbitrator is tasked with choosing a method of communication that will ensure prompt receipt of the Emergency Decision by the parties. This consideration is crucial given the urgent nature of the proceedings and the potential impact of the decision on the parties.
5. **Transparency and Efficiency:** The provision for sending copies of the Emergency Decision to both the parties and the Centre promotes transparency in the arbitration process. It ensures that the Centre is kept abreast of the progress and outcomes of the emergency arbitration, which is important for administrative and oversight purposes.
6. **Legal and Practical Considerations:** The emphasis on prompt receipt acknowledges both the legal importance of timely communication in arbitration proceedings and the practical need for parties to receive and act upon the decision without undue delay.

In summary, Article 8(4) of the CRCICA Rules underscores the importance of prompt, reliable, and transparent communication of the Emergency Decision to all parties involved, as well as to the CRCICA Centre. It ensures that the decision is disseminated efficiently and in accordance with the established communication protocols of the CRCICA Arbitration Rules. This approach upholds the principles of efficiency and transparency, which are essential in emergency arbitration proceedings.

**5. The emergency arbitrator may make the Emergency Decision subject to such conditions as he or she thinks fit, including requiring the provision of appropriate security.**

Article 8(5) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules grants the emergency arbitrator the discretion to impose conditions on the Emergency Decision, including the requirement for the provision of appropriate security. Here is an analysis of this provision:

1. **Discretionary Power to Impose Conditions:** This article empowers the emergency arbitrator to attach conditions to the Emergency Decision as they deem fit. This flexibility is significant as it allows the arbitrator to tailor the decision to the specific circumstances of the case, considering factors such as the nature of the relief sought and the potential impact on the parties.
2. **Including Security Provisions:** A notable aspect of the arbitrator's discretionary power is the ability to require the provision of appropriate security. This could mean, for example, asking a party seeking a particular interim measure to provide financial security or a guarantee. Such a requirement is often necessary to protect the interests of the other party, especially if the interim measure could have significant financial implications.

3. **Balancing Interests of the Parties:** The provision for imposing conditions, including security, helps balance the interests of the parties. It ensures that the granting of urgent interim measures does not unjustly prejudice the rights or interests of either party and that any potential harm is mitigated.
4. **Encouraging Compliance with the Decision:** By allowing the emergency arbitrator to attach conditions, this article can also serve as a tool to encourage compliance with the Emergency Decision. The conditions can be structured in such a way that they incentivize the parties to adhere to the decision.
5. **Flexibility in Emergency Arbitration:** This provision underscores the inherently flexible nature of emergency arbitration. The emergency arbitrator must often make quick decisions based on limited information, and the ability to impose conditions allows for a more nuanced approach to granting interim relief.
6. **Legal and Practical Implications:** The conditions set by the emergency arbitrator could have significant legal and practical implications for the parties involved. They may affect the enforceability of the decision and the parties' actions pending the resolution of the main dispute.

In summary, Article 8(5) of the CRCICA Rules endows the emergency arbitrator with the authority to make the Emergency Decision conditional, including the option to require the provision of security. This discretionary power is pivotal in ensuring that the interim relief granted is fair, balanced, and considers the potential impact on both parties involved in the dispute.

**6. The Emergency Decision may be made even if in the meantime the arbitral tribunal has been fully constituted.**

Article 8(6) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the scenario where the arbitral tribunal is constituted while the emergency arbitration is still in progress. Here is an analysis of its significance:

1. **Continued Authority of the Emergency Arbitrator:** This provision clarifies that the emergency arbitrator retains the authority to make the Emergency Decision even if the regular arbitral tribunal for the dispute has been fully constituted in the meantime. This ensures that the emergency arbitration process can be completed without interruption.
2. **Timing of Emergency Arbitration and Regular Arbitration:** The article acknowledges the potential overlap in timing between the emergency arbitration process and the constitution of the main arbitral tribunal. Emergency arbitration is designed to address urgent matters before the regular tribunal can be constituted; however, there might be cases where these timelines intersect.
3. **Efficiency in Addressing Urgent Matters:** The ability of the emergency arbitrator to make a decision even after the constitution of the arbitral tribunal ensures that urgent issues are addressed promptly. It prevents delays that might occur if the matter had to be transferred to the newly constituted tribunal.
4. **Jurisdictional Clarity:** This clause provides clarity on the jurisdiction of the emergency arbitrator vis-à-vis the regular arbitral tribunal. It establishes that the emergency

arbitrator's jurisdiction to decide on the Urgent Application continues irrespective of the status of the constitution of the main tribunal.

5. **Role of the Emergency Decision:** The Emergency Decision is intended to address immediate and urgent issues that cannot await the formation and action of the regular arbitral tribunal. This provision underscores the distinct and immediate nature of the relief provided by emergency arbitration.
6. **Implications for Arbitration Proceedings:** This provision has practical implications for the arbitration process. It provides a clear directive that ensures the emergency arbitration proceedings are not rendered moot or redundant by the constitution of the main tribunal, thus upholding the purpose and efficacy of emergency arbitration.

In summary, Article 8(6) of the CRCICA Rules ensures the effectiveness and relevance of the emergency arbitrator's decision, even in situations where the regular arbitral tribunal is constituted during the emergency arbitration proceedings. This maintains the integrity and efficiency of the emergency arbitration process, ensuring that urgent issues are addressed in a timely manner.

## ARTICLE 9 BINDING EFFECT OF THE EMERGENCY DECISION

1. **An Emergency Decision shall be binding on the parties when rendered and shall have the same effect as an interim measure granted pursuant to article 26 of the CRCICA Arbitration Rules.**

Article 9(1) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules establishes the legal status and effect of the Emergency Decision. Here is an analysis of its key aspects:

1. **Binding Nature of the Emergency Decision:** The article states that an Emergency Decision is binding on the parties from the moment it is rendered. This means that as soon as the emergency arbitrator issues the decision, it becomes obligatory for the parties involved in the arbitration to comply with it. The binding nature of the decision is crucial for ensuring its effectiveness and for maintaining the integrity of the emergency arbitration process.
2. **Effect Equivalent to Interim Measures under Article 26:** The article further specifies that the Emergency Decision shall have the same effect as an interim measure granted under Article 26 of the CRCICA Arbitration Rules. This comparison to interim measures emphasizes that the Emergency Decision is intended to provide temporary relief or preserve the status quo until the arbitration can be resolved through the main proceedings.
3. **Legal Consequences and Enforcement:** By equating the Emergency Decision to an interim measure under the main CRCICA Arbitration Rules, this provision underscores that the decision is not merely advisory or suggestive but carries legal weight. It suggests that the Emergency Decision should be treated with the same seriousness and subject to similar enforcement mechanisms as interim measures granted in the course of standard arbitration proceedings.

4. **Urgent Relief and Immediate Effectiveness:** The immediate binding effect of the Emergency Decision is particularly significant in the context of emergency arbitration, which is designed to address urgent issues that cannot wait for the formation or action of the regular arbitral tribunal. This provision ensures that such urgent matters are dealt with effectively and without undue delay.
5. **Consistency with Arbitration Framework:** By linking the Emergency Decision to the framework established for interim measures in the CRCICA Arbitration Rules, this article ensures consistency within the broader arbitration process. It aligns the emergency arbitration procedures with the established principles and practices of the CRCICA.
6. **Implications for Parties:** For parties involved in arbitration under the CRCICA framework, this article highlights the importance of understanding the significance and immediate enforceability of the Emergency Decision. Parties need to be prepared to comply with such decisions promptly.

In summary, Article 9(1) of the CRCICA Rules establishes the Emergency Decision as a binding and enforceable instrument, equivalent in effect to interim measures under the CRCICA's general arbitration rules. This provision ensures that the emergency arbitrator's decisions are taken seriously and have practical and legal consequences, reflecting the urgency and importance of matters addressed in emergency arbitration.

**2. At the reasoned request of a party, the emergency arbitrator may modify, suspend or terminate the Emergency Decision.**

Article 9(2) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the potential modification, suspension, or termination of the Emergency Decision by the emergency arbitrator upon a party's reasoned request. Here is an analysis of this provision:

1. **Flexibility in Adjusting the Emergency Decision:** This article empowers the emergency arbitrator to modify, suspend, or terminate the Emergency Decision. This flexibility is crucial as it acknowledges that circumstances can change after the decision has been made, or new information might come to light that necessitates a reevaluation of the decision.
2. **Requirement for a Reasoned Request:** The provision stipulates that any request for modification, suspension, or termination must be "reasoned." This means that the party making the request must provide a rational and justifiable basis for why the change is necessary. This requirement ensures that such requests are not made frivolously and are based on substantive grounds.
3. **Responsiveness to Changing Circumstances:** The ability to alter the Emergency Decision allows the emergency arbitration process to remain responsive to the evolving nature of the dispute and the needs of the parties. It recognizes that the situation on the ground can change rapidly in disputes requiring emergency arbitration.
4. **Ensuring Fairness and Justice:** By allowing for modifications, the rule ensures that the Emergency Decision remains just and equitable in light of new developments. It provides a mechanism for correcting or adjusting decisions that may no longer be appropriate due to changed circumstances.

5. **Judicial Discretion of the Emergency Arbitrator:** The article grants the emergency arbitrator discretion to assess the merits of the request and decide whether to modify, suspend, or terminate the Emergency Decision. This discretion is essential for ensuring that the decision remains tailored to the specific situation of the dispute.
6. **Procedural Considerations:** The provision for modification, suspension, or termination adds a layer of procedural flexibility to the emergency arbitration process. It ensures that the process is not rigid but can adapt to the dynamic nature of disputes.
7. **Implications for Parties:** For the parties involved, this article underscores the importance of continuously assessing the situation even after an Emergency Decision has been rendered. If circumstances change significantly, this provision provides a pathway for seeking adjustments to the decision.

In summary, Article 9(2) of the CRCICA Rules reflects the dynamic nature of emergency arbitration by allowing for the modification, suspension, or termination of the Emergency Decision. This flexibility is key to maintaining the fairness and relevance of the decision throughout the evolving circumstances of the dispute. The requirement for a reasoned request ensures that changes to the decision are grounded in substantive justification.

**3. By agreeing to arbitration under the CRCICA Arbitration Rules, the parties undertake to comply with any Emergency Decision without delay.**

Article 9(3) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules emphasizes the commitment of the parties to promptly comply with an Emergency Decision in the context of arbitration under the CRCICA Rules. Here is an analysis of this provision:

1. **Mandatory Compliance with Emergency Decision:** This article underscores that by agreeing to arbitration under the CRCICA Rules, the parties are also agreeing to comply with any Emergency Decision made by an emergency arbitrator. This is a significant commitment, as it means that parties are bound to adhere to the decision without delay.
2. **Immediate Effectiveness of the Decision:** The use of the phrase “without delay” highlights the expectation of immediate compliance. This is crucial in the context of emergency arbitration, where decisions are often related to urgent matters requiring swift action to prevent harm or preserve the status quo.
3. **Contractual Undertaking by the Parties:** The provision frames compliance with the Emergency Decision as a contractual obligation arising from the parties’ agreement to arbitrate under the CRCICA Rules. This reinforces the idea that adhering to the decision is not just a procedural formality but a binding contractual duty.
4. **Reinforcing the Efficacy of Emergency Arbitration:** By making compliance with the Emergency Decision a part of the parties’ agreement to arbitrate, the CRCICA Rules ensure the efficacy of the emergency arbitration process. It prevents parties from agreeing to emergency arbitration and then disregarding the emergency arbitrator’s decision.
5. **Legal Implications for Non-Compliance:** The requirement for compliance implies that there could be legal consequences for a party that fails to comply with an Emergency Decision.

Decision. This could include legal enforcement procedures or other repercussions under the arbitration agreement.

6. **Confidence in the Arbitration Process:** This commitment to comply with Emergency Decisions is essential for maintaining confidence in the arbitration process. It assures parties that decisions made in the course of arbitration will be respected and enforced, thus upholding the integrity and effectiveness of arbitration as a method of dispute resolution.

In summary, Article 9(3) of the CRCICA Rules establishes a clear obligation for parties to promptly comply with Emergency Decisions rendered under the CRCICA arbitration framework. This provision is fundamental to ensuring the effectiveness of emergency arbitration and underscores the parties' commitment to the arbitration process and its outcomes.

**4. The Emergency Decision ceases to be binding if:**

- a. **The emergency arbitrator, pursuant to paragraph 2 of this article, or an arbitral tribunal so decides;**
- b. **An arbitral tribunal makes a final award, unless the arbitral tribunal expressly decides otherwise;**
- c. **Arbitration is not commenced within 10 days from the date of the Emergency Decision;**
- d. **The case is not referred to an arbitral tribunal within 90 days from the date of the Emergency Decision. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by the Centre.**
- e. **The challenge against the emergency arbitrator is accepted by the impartial and independent member selected by the Centre from among the members of the Advisory Committee, pursuant to article 4, paragraphs 6 and 7 of this Annex ; or**
- f. **There is a withdrawal of all claims or upon the termination of the arbitral proceedings before the rendering of a final award.**

Article 9(4) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines specific circumstances under which an Emergency Decision ceases to be binding. This article provides clarity on the conditions that can lead to the termination of the effect of an Emergency Decision. Here is a detailed analysis of each condition:

1. **Decision by the Emergency Arbitrator or an Arbitral Tribunal:** The Emergency Decision can be rendered non-binding if either the emergency arbitrator (as per paragraph 2 of this article) or a subsequently appointed arbitral tribunal decides so. This provision allows for flexibility and acknowledges that circumstances may change, warranting a re-evaluation of the Emergency Decision.
2. **Issuance of a Final Award by an Arbitral Tribunal:** If the arbitral tribunal issues a final award, the Emergency Decision ceases to be binding, unless the tribunal expressly states otherwise. This reflects the principle that the final award supersedes interim or emergency measures, resolving the dispute comprehensively.

3. **Failure to Commence Arbitration Within 10 Days:** If arbitration proceedings are not commenced within 10 days from the date of the Emergency Decision, the decision ceases to be binding. This clause ensures that the Emergency Decision is tied to active arbitration proceedings and is not left hanging indefinitely.
4. **Non-Referral to an Arbitral Tribunal Within 90 Days:** If the case is not referred to an arbitral tribunal within 90 days from the Emergency Decision, the decision becomes non-binding. This period can be extended by agreement of the parties or by the Centre in appropriate circumstances. This time limit ensures that emergency measures are temporary and linked to the progress of the arbitration process.
5. **Acceptance of a Challenge Against the Emergency Arbitrator:** If a challenge against the emergency arbitrator is accepted (as per Article 4, paragraphs 6 and 7 of this Annex), the Emergency Decision ceases to be binding. This provision safeguards against potential bias or impropriety by the emergency arbitrator.
6. **Withdrawal of All Claims or Termination of Arbitral Proceedings:** The Emergency Decision also ceases to be binding if all claims are withdrawn or if the arbitral proceedings are terminated before a final award is rendered. This addresses situations where the dispute is resolved or becomes moot before a final award is issued.

In summary, Article 9(4) of the CRCICA Rules delineates the conditions under which an Emergency Decision loses its binding effect. These provisions ensure that the Emergency Decision remains relevant and appropriate to the evolving context of the arbitration process and is not applied beyond its intended scope or duration. The article balances the need for emergency measures with the overarching progression of the arbitration process, providing clarity and predictability for the parties involved.

#### **5. An arbitral tribunal is not bound by the decision(s) and reasons of the emergency arbitrator.**

Article 9(5) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the relationship between the decisions of an emergency arbitrator and those of a subsequently constituted arbitral tribunal. This provision has significant implications for the arbitration process. Here is an analysis:

1. **Independence of the Arbitral Tribunal:** The key aspect of this article is that it establishes that an arbitral tribunal is not bound by the decisions or the reasoning of the emergency arbitrator. This means that when the arbitral tribunal is constituted to hear the main dispute, it has the autonomy to make its own decisions, irrespective of the conclusions or rationale of the emergency arbitrator.
2. **Distinct Roles of Emergency Arbitrator and Arbitral Tribunal:** The article underscores the distinction between the role of an emergency arbitrator and that of the arbitral tribunal. While the emergency arbitrator addresses immediate and urgent issues, the arbitral tribunal is responsible for resolving the broader dispute. This distinction is important because the nature of the issues handled by the emergency arbitrator may be different from those considered in the full arbitration process.
3. **Flexibility in Arbitration Proceedings:** By allowing the arbitral tribunal to independently assess the issues of the case, this provision ensures flexibility in the arbitration proceedings. The tribunal can reconsider interim measures or other decisions made by



the emergency arbitrator in light of the comprehensive evidence and arguments presented during the arbitration.

4. **No Prejudgment of the Main Dispute:** This article prevents the prejudgment of the main dispute based on the emergency arbitrator's decision. It ensures that the arbitral tribunal approaches the case with an open mind, without being influenced by the preliminary findings or opinions of the emergency arbitrator.
5. **Encouraging Comprehensive Deliberation:** The provision encourages the arbitral tribunal to conduct its own thorough deliberation of the facts and legal issues of the case. This is essential for ensuring that the final award is based on a complete understanding of the dispute.
6. **Legal and Practical Implications for Parties:** For the parties involved in the arbitration, this article signifies that the decisions of the emergency arbitrator are not final determinations of the dispute. It highlights the importance of presenting their case fully and effectively before the arbitral tribunal, even if similar issues were addressed in the emergency arbitration.

In summary, Article 9(5) of the CRCICA Rules clarifies that the decisions and reasoning of an emergency arbitrator do not bind the arbitral tribunal. This provision maintains the independence and comprehensive decision-making authority of the arbitral tribunal, ensuring that the final resolution of the dispute is based on a complete and autonomous examination of the case.

## ARTICLE 10

### POSSIBILITY OF RESORTING TO COMPETENT JUDICIAL AUTHORITY

**The emergency arbitrator provisions are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority. Any request for such measures from a competent judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.**

Article 10 of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the relationship between emergency arbitrator provisions and the parties' rights to seek interim measures from a judicial authority. Here is an analysis of its key aspects:

1. **Right to Seek Judicial Interim Measures:** This article explicitly states that the provisions related to the emergency arbitrator do not restrict any party's right to seek urgent interim or conservatory measures from a competent judicial authority. This means that even if parties are engaged in an emergency arbitration process under the CRCICA Rules, they retain the option to approach courts for urgent measures.
2. **Compatibility with the Arbitration Agreement:** Importantly, the article clarifies that requesting interim measures from a court shall not be considered as incompatible with the agreement to arbitrate. This is a significant point because, in some legal systems, resorting to courts when an arbitration agreement is in place could be interpreted as a waiver of the right to arbitrate.

3. **No Waiver of Arbitration Agreement:** The provision also explicitly states that seeking judicial relief for interim measures does not constitute a waiver of the arbitration agreement. This ensures that parties can approach courts for urgent relief without fearing that this action will negate their commitment to resolve the broader dispute through arbitration.
4. **Balancing Arbitral and Judicial Relief:** The article recognizes the practical reality that in certain situations, judicial intervention may be necessary for effective interim relief. For instance, courts might have broader enforcement powers, especially when urgent measures are required against third parties or in situations where immediate enforceability is critical.
5. **Encouraging Judicial Cooperation:** By acknowledging the role of judicial authorities in granting interim relief, the CRCICA Rules promote a cooperative relationship between arbitral and judicial processes. This cooperation is often essential in complex international arbitration cases, where different jurisdictions and legal systems may be involved.
6. **Strategic Considerations for Parties:** For parties involved in arbitration, this article highlights an important strategic consideration. While emergency arbitration can provide speedy relief, there may be circumstances where court intervention is more appropriate or effective, and this option remains available without jeopardizing the arbitration process.

In summary, Article 10 of the CRCICA Rules provides parties with the flexibility to seek urgent interim or conservatory measures from judicial authorities without affecting their commitment to the arbitration process. This provision ensures that parties are not restricted solely to the arbitral forum for emergency relief and can make strategic decisions based on the specifics of their situation.

## ARTICLE 11

### COSTS OF THE EMERGENCY ARBITRATOR PROCEEDINGS

1. **The party applying for the appointment of an emergency arbitrator shall pay the costs set out in paragraph 2 (a) and (b) of this article upon filing the Urgent Application.**

Article 11(1) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules pertains to the financial obligations of a party applying for the appointment of an emergency arbitrator. This provision is important for understanding the cost-related aspects of initiating emergency arbitration proceedings. Here is an analysis:

1. **Payment Obligation Upon Filing:** The article stipulates that the party who applies for the appointment of an emergency arbitrator must pay certain costs upon filing the Urgent Application. This requirement ensures that the administrative and procedural expenses associated with appointing an emergency arbitrator are covered upfront.
2. **Details in Paragraph 2 (a) and (b):** The specific costs that must be paid are detailed in paragraph 2 (a) and (b) of the same article. This likely includes fees directly associated with the emergency arbitrator's appointment and any other administrative expenses. These details are not provided in the current clause but are essential for applicants to understand the financial commitment involved.

3. **Ensuring Financial Preparedness:** By requiring payment upon filing, the CRCICA ensures that the party seeking emergency arbitration is financially prepared to cover the costs involved. This can serve as a deterrent against frivolous or unsubstantiated requests for emergency arbitration.
4. **Facilitating Efficient Process:** The upfront payment requirement facilitates a more efficient emergency arbitration process. By securing the necessary funds at the outset, administrative delays related to payment processing can be minimized, which is crucial in the context of emergency arbitration where time is of the essence.
5. **Transparency in Cost Structure:** This provision, along with the detailed costs outlined in paragraph 2 (a) and (b), provides transparency in the cost structure of emergency arbitration. It allows parties to make informed decisions about pursuing emergency arbitration by understanding the financial implications from the onset.
6. **Implications for Access to Emergency Arbitration:** While this requirement ensures that the costs of emergency arbitration are promptly covered, it also implies that access to emergency arbitration might be contingent upon the party's ability to pay these costs. This aspect could be significant, especially for parties with limited financial resources.

In summary, Article 11(1) of the CRCICA Rules mandates the upfront payment of specific costs associated with the appointment of an emergency arbitrator upon filing an Urgent Application. This requirement is crucial for ensuring that the process is adequately funded and can proceed efficiently, but it also necessitates that parties are aware of and prepared for these financial obligations from the very beginning of the emergency arbitration process.

2. **The costs of the emergency arbitrator proceedings shall be finally determined by the Centre and shall include:**
  - a. **The fee of the emergency arbitrator which shall not be less than the minimum amount of 10000 (ten thousand) US Dollars and shall not exceed the maximum amount of 30000 (thirty thousand) US Dollars; and**
  - b. **The application fee of 5000 (five thousand) US Dollars.**

Article 11(2) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules specifies the cost structure for emergency arbitrator proceedings. This article is essential for providing clarity and transparency regarding the financial aspects of such proceedings. Here is an analysis of its components:

1. **Final Determination of Costs by the Centre:** The costs of the emergency arbitrator proceedings are to be finally determined by the CRCICA Centre. This indicates that while the article provides guidelines for the cost structure, the final amount may vary based on the specifics of the case or additional administrative considerations.
2. **Fee of the Emergency Arbitrator:**
  - a. **Minimum and Maximum Limits:** The fee for the emergency arbitrator is set between a minimum of \$10,000 and a maximum of \$30,000. This range provides a clear expectation of the potential costs involved in appointing an emergency arbitrator.

- b. **Factors Influencing the Fee:** The actual fee within this range may depend on various factors, such as the complexity of the case, the urgency of the matter, the time required to resolve the issue, and the experience and qualifications of the arbitrator.
3. **Application Fee:**
  - a. **Fixed Amount:** An application fee of \$5,000 is specified. This fee is fixed, providing parties with a definite cost that they can anticipate when considering whether to file an Urgent Application for emergency arbitration.
  - b. **Purpose of the Application Fee:** This fee likely covers the administrative expenses incurred by the Centre in processing the Urgent Application and initiating the emergency arbitration process.
4. **Transparency in Costing:** By specifying the fees in the Rules, the CRCICA ensures transparency in the cost structure of emergency arbitrator proceedings. Parties can make more informed decisions about pursuing emergency arbitration with a clear understanding of the financial commitment required.
5. **Comparative Context:** The specified fee range is important for parties to consider in the broader context of the costs of arbitration. Emergency arbitration fees may be compared to the costs of other forms of interim relief, such as court proceedings or standard arbitration.
6. **Implications for Access:** The specified costs might influence a party's decision to seek emergency arbitration, especially if the party has limited financial resources. It is crucial for parties to weigh the potential benefits of emergency arbitration against these costs.

In summary, Article 11(2) of the CRCICA Rules provides a clear framework for the costs associated with emergency arbitrator proceedings, including both the arbitrator's fees and the application fee. This clarity and transparency are essential for parties to assess the financial implications of pursuing emergency arbitration under the CRCICA framework.

**3. At the request of a party, the emergency arbitrator shall in the Emergency Decision apportion the costs of the proceedings, including the reasonable costs incurred by the parties, and costs for legal representation, between the parties, subject to the power of the arbitral tribunal to finally determine the apportionment of such costs.**

Article 11(3) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules deals with the apportionment of costs in emergency arbitrator proceedings. This provision has several key aspects:

1. **Apportionment of Costs in the Emergency Decision:** The article allows a party to request that the emergency arbitrator include in the Emergency Decision the apportionment of the proceedings' costs.
2. These costs not only include the fees directly associated with the emergency arbitration proceedings (such as the emergency arbitrator's fee and the application fee) but also the reasonable costs incurred by the parties, which can encompass costs for legal representation.

3. **Consideration of Party Costs:** The inclusion of “reasonable costs incurred by the parties” and “costs for legal representation” acknowledges that the parties may incur significant expenses in the course of emergency arbitration. This could include, for example, legal fees, expenses for gathering evidence, or other costs related to preparing for and participating in the proceedings.
4. **Subject to Review by the Arbitral Tribunal:** The emergency arbitrator’s decision on cost apportionment is subject to the power of the arbitral tribunal to finally determine the apportionment of such costs. This means that the final decision on who bears these costs may be revised or reconsidered by the arbitral tribunal that is subsequently constituted to hear the main dispute.
5. This provision ensures that while the emergency arbitrator can make a preliminary apportionment of costs, the arbitral tribunal has the final say, allowing for a reassessment of costs in the context of the entire arbitration process.
6. **Fairness and Flexibility:** This approach allows for a degree of fairness and flexibility. It acknowledges that the emergency arbitrator’s decision on cost apportionment is made early in the dispute resolution process and may need to be adjusted as the broader aspects of the case unfold.
7. **Strategic Considerations for Parties:** For parties involved in emergency arbitration, this article highlights the importance of considering the potential costs and their apportionment when deciding whether to proceed with such an application. It also suggests that parties should be prepared for the possibility that the initial apportionment of costs could be altered by the arbitral tribunal.
8. **Encouraging Prudent Use of Emergency Arbitration:** By allowing for the apportionment of costs, including legal fees, the rule may encourage parties to use the emergency arbitration process judiciously, considering the potential financial implications.

In summary, Article 11(3) of the CRCICA Rules provides a mechanism for addressing the apportionment of costs in emergency arbitrator proceedings, with the understanding that this apportionment may be subject to final review and adjustment by the arbitral tribunal. This provision ensures a level of fairness in handling costs while maintaining the flexibility necessary for the complete arbitration process.

4. **In the event that the proceedings do not take place pursuant to this Annex or are otherwise terminated prior to the making of an Emergency Decision, the Centre shall determine the amount to be reimbursed to the applicant, if any. An amount of 1000 (one thousand) US Dollars for the Centre’s administrative expenses is non-refundable in all cases.**

Article 11(4) of Annex 2 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the financial implications in scenarios where emergency arbitration proceedings are either not conducted or are terminated before an Emergency Decision is made. Here is an analysis of its key components:

1. **Reimbursement in Case of Non-Occurrence or Termination:** This provision deals with the situation where, despite initiating the emergency arbitration process, the proceedings do not actually take place or are terminated early. In such cases, the Centre is responsible for determining the amount of the initial payment that should be reimbursed to the applicant.

2. **Centre’s Discretion in Determining Reimbursement:** The Centre has the discretion to decide the amount to be reimbursed. This likely involves assessing the costs already incurred in the process up to the point of termination or non-occurrence. The decision would consider factors such as work already performed by the emergency arbitrator, administrative work undertaken by the Centre, and any other expenses incurred.
3. **Non-Refundable Administrative Expenses:** The article specifies that a portion of the fees – \$1,000 – is non-refundable under all circumstances. This amount is earmarked for the Centre’s administrative expenses. It represents the costs associated with setting up the emergency arbitration process, which are incurred regardless of whether the arbitration proceeds to a decision.
4. **Fairness and Financial Accountability:** By stipulating a non-refundable component and allowing for reimbursement of other costs, the rule strikes a balance between compensating the Centre for its administrative efforts and not unduly penalizing the applicant for the termination of the process.
5. **Encouragement of Considered Applications:** This financial structure might encourage parties to carefully consider the necessity and viability of their application for emergency arbitration, knowing that a portion of the fees is non-refundable and the rest is subject to the Centre’s discretion regarding reimbursement.
6. **Implications for Parties:** Parties considering emergency arbitration under the CRCICA framework need to be aware of these financial rules. Understanding the potential for non-refundable fees and the conditions under which reimbursements are made can impact their decision-making process regarding the initiation of emergency arbitration.

In summary, Article 11(4) of the CRCICA Rules provides a clear framework for handling the financial aspects of emergency arbitrator proceedings that are either not conducted or terminated prematurely. It outlines the Centre’s role in determining reimbursements while ensuring that a portion of the fees for administrative expenses is retained by the Centre in all scenarios. This structure balances the need to cover incurred costs with the fairness of not overburdening the applicant financially in cases where the arbitration does not proceed as planned.

**ANNEX 3  
EXPEDITED ARBITRATION RULES****ARTICLE 1  
SCOPE OF APPLICATION**

- 1. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the CRCICA Expedited Arbitration Rules (“Expedited Rules”), then such disputes shall be settled in accordance with the Expedited Rules.**

Article 1(1) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules introduces the framework for Expedited Arbitration under the CRCICA. This article is fundamental in establishing the applicability of the Expedited Rules. Here is an analysis of its key elements:

- 1. Agreement to Use Expedited Arbitration Rules:** The central premise of this article is that parties must have an agreement in place stating that disputes arising from their legal relationship, whether contractual or otherwise, will be resolved through arbitration under the CRCICA Expedited Arbitration Rules. This agreement is a prerequisite for the application of the Expedited Rules.
- 2. Scope of Disputes Covered:** The article indicates that the Expedited Rules apply to disputes stemming from a “defined legal relationship.” This broad definition encompasses not only contractual disputes but also other forms of legal relationships, indicating a wide applicability of the Expedited Rules.
- 3. Mandatory Application of Expedited Rules:** Once parties have agreed to use the CRCICA Expedited Arbitration Rules, the settlement of disputes must follow these rules. This mandatory application ensures that parties who have chosen the expedited process are bound by its procedures and timelines.
- 4. Expedited Nature of Proceedings:** The reference to “Expedited Rules” implies a streamlined arbitration process, designed to resolve disputes more quickly than the standard arbitration procedure. This is particularly beneficial for parties seeking a faster resolution due to the nature of the dispute or other pressing considerations.
- 5. Implications for Contractual Clauses:** For parties drafting arbitration clauses in their agreements, this article underscores the importance of specifying whether they wish to opt for expedited arbitration under the CRCICA. The choice to include such a clause can significantly impact the resolution process of any future disputes.
- 6. Flexibility in Dispute Resolution:** The provision for expedited arbitration within the CRCICA framework offers parties additional flexibility and choice in how they wish to resolve their disputes, accommodating needs for faster resolutions.
- 7. Legal Enforceability:** By establishing the conditions under which the Expedited Rules apply, this article provides a clear legal basis for enforceability, ensuring that the expedited process is recognized and upheld in legal contexts.

In summary, Article 1(1) of Annex 3 to the CRCICA Rules sets the foundation for the use of Expedited Arbitration Rules, specifying the conditions under which these rules are applicable. It highlights the need for an agreement between parties to use these rules and delineates the scope of disputes covered, emphasizing the importance of clarity in arbitration agreements regarding the choice of expedited procedures.

**2. Insofar as this Annex 3 does not provide otherwise, the CRCICA Arbitration Rules shall apply to an arbitration under the Expedited Rules.**

Article 1(2) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the relationship between the CRCICA Expedited Arbitration Rules (referred to as “Expedited Rules”) and the standard CRCICA Arbitration Rules. Here is an analysis of this provision:

1. **Supplementary Application of CRCICA Arbitration Rules:** The article states that in cases where Annex 3 (pertaining to Expedited Arbitration) does not specifically provide guidance, the general CRCICA Arbitration Rules will apply to arbitrations conducted under the Expedited Rules. This ensures that any procedural gaps in the Expedited Rules are filled by the standard rules.
2. **Harmonizing Expedited and Standard Procedures:** This provision ensures harmonisation between the Expedited Rules and the standard CRCICA Arbitration Rules. It acknowledges that while the Expedited Rules are tailored for a faster process, they are still part of the broader framework of CRCICA arbitration.
3. **Ensuring Comprehensive Coverage:** By allowing the standard CRCICA Arbitration Rules to apply where the Expedited Rules are silent, this article ensures that all aspects of the arbitration process are comprehensively covered. This is crucial for maintaining procedural integrity and clarity.
4. **Flexibility and Efficiency:** The integration of the standard rules with the Expedited Rules provides a balance between the need for swift arbitration proceedings and the need to maintain a robust and fair arbitration process. It ensures that efficiency does not come at the expense of procedural fairness or thoroughness.
5. **Guidance for Arbitrators and Parties:** For arbitrators and parties involved in expedited arbitration, this article provides important guidance on how to proceed in situations not explicitly addressed by the Expedited Rules. It establishes a clear protocol for defaulting to the standard rules, thereby facilitating a smoother arbitration process.
6. **Practical Implications:** Practically, this means that parties and arbitrators engaged in expedited arbitration under CRCICA must be familiar with both sets of rules – the Expedited Rules for their specific procedures and timelines, and the standard CRCICA Arbitration Rules for more general procedural guidance.
7. **Legal Certainty:** This provision contributes to legal certainty by clearly delineating the hierarchy and interplay between the Expedited Rules and the standard CRCICA Arbitration Rules. It ensures that parties have a clear understanding of the applicable rules throughout the arbitration process.



In summary, Article 1(2) of Annex 3 to the CRCICA Rules establishes the standard CRCICA Arbitration Rules as a supplementary framework applicable to expedited arbitrations, except where explicitly overridden or modified by the Expedited Rules. This approach ensures that the expedited arbitration process is both efficient and grounded in the established principles of CRCICA arbitration.

## ARTICLE 2 OPTING OUT OF EXPEDITED RULES

### 1. **At any time during the proceedings, the parties may agree that the Expedited Rules shall no longer apply to the arbitration.**

Article 2(1) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules provides flexibility regarding the applicability of the Expedited Rules during the arbitration proceedings. Here is an analysis of its key aspects:

1. **Flexibility to Opt-Out of Expedited Rules:** This article allows the parties involved in the arbitration to mutually agree at any point during the proceedings to discontinue the use of the Expedited Rules. This means that if both parties consent, they can switch from an expedited arbitration process to the standard CRCICA arbitration process.
2. **Party Autonomy in Arbitration Process:** The provision underscores the principle of party autonomy in arbitration, which is a foundational aspect of modern arbitration practice. It allows the parties to reassess and redefine the terms of their arbitration agreement as the case progresses and as their needs or circumstances change.
3. **Reasons for Opting Out:** Parties might choose to opt out of the Expedited Rules for various reasons, such as the complexity of the case becoming apparent after the proceedings have begun, a change in the parties' circumstances, or a mutual decision that a more traditional arbitration process would be better suited to their dispute.
4. **Timing and Agreement:** The article indicates that this change can be made "at any time during the proceedings," providing considerable flexibility. However, it requires mutual agreement, ensuring that one party cannot unilaterally change the course of the arbitration process.
5. **Transition to Standard Rules:** If the parties decide to no longer apply the Expedited Rules, the arbitration would presumably continue under the standard CRCICA Arbitration Rules. This transition would involve adapting to the different procedures and timelines defined in those rules.
6. **Impact on Arbitration Proceedings:** Opting out of the Expedited Rules could have significant implications for the duration, cost, and procedural conduct of the arbitration. Parties should consider these factors before making such a decision.
7. **Implications for Arbitrators and Legal Counsel:** Arbitrators and legal counsel involved in the proceedings need to be adaptable and prepared to modify their approach in line with the change in rules. This could involve adjusting case strategies, timelines, and procedural plans.

In summary, Article 2(1) of Annex 3 to the CRCICA Rules provides parties with the option to move away from the Expedited Rules to the standard arbitration process at any point during the arbitration, subject to mutual agreement. This flexibility allows parties to adapt the arbitration process to better suit the evolving nature of their dispute, highlighting the importance of party autonomy in arbitration proceedings.

**2. When the Expedited Rules no longer apply to the arbitration pursuant to paragraph 1 of this article, the arbitral tribunal shall remain in place and conduct the arbitration in accordance with the CRCICA Arbitration Rules.**

Article 2(2) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules provides guidance on the procedural transition when parties decide to move from expedited to standard arbitration procedures. Here is an analysis of its key aspects:

1. **Continuity of the Arbitral Tribunal:** A critical element of this provision is that when parties agree to discontinue the Expedited Rules (as per paragraph 1), the arbitral tribunal that was constituted under the Expedited Rules remains in place. This ensures continuity in the arbitration process, as the same arbitrators continue to preside over the case, maintaining familiarity with the matters at hand.
2. **Transition to Standard CRCICA Arbitration Rules:** Upon discontinuing the Expedited Rules, the arbitration proceedings are to be conducted in accordance with the standard CRCICA Arbitration Rules. This transition indicates a shift from an expedited process to a more traditional arbitration process, which might involve more comprehensive procedural norms and potentially longer timelines.
3. **Seamless Procedural Shift:** The article facilitates a seamless procedural shift, where the existing arbitral tribunal adapts its approach to align with the standard CRCICA Rules. This is important for ensuring that the change in procedural rules does not disrupt or unduly delay the arbitration process.
4. **Legal and Practical Implications:** For the parties, this transition has both legal and practical implications. Legally, it affects the rules that govern the arbitration proceedings, including aspects like evidence submission, hearing protocols, and timeline adjustments. Practically, it might impact the overall duration and cost of the arbitration.
5. **Strategic Considerations for Parties:** Parties need to consider the implications of switching from expedited to standard arbitration carefully. While the Expedited Rules offer the benefit of a quicker resolution, the standard rules might provide a more thorough process for complex cases. This strategic decision should be based on the specific needs and circumstances of the case.
6. **Guidance for Arbitrators:** For arbitrators, this provision underscores the need for flexibility and adaptability. They must be prepared to modify their approach in accordance with the change from the Expedited Rules to the standard CRCICA Rules.
7. **Ensuring Procedural Fairness and Efficiency:** The provision aims to balance procedural fairness and efficiency. While expedited procedures are efficient, standard procedures under the CRCICA Rules offer a comprehensive approach to arbitration, which might be necessary for certain disputes.

In summary, Article 2(2) of Annex 3 to the CRCICA Rules ensures continuity in arbitration proceedings when parties decide to move from expedited to standard arbitration. The existing arbitral tribunal continues to preside over the case, adapting to the standard CRCICA Arbitration Rules. This provision facilitates a smooth transition while maintaining the integrity and efficiency of the arbitration process.

### ARTICLE 3 CONDUCT OF THE PARTIES AND THE ARBITRAL TRIBUNAL

#### 1. The parties and the arbitral tribunal shall act expeditiously and in good faith in the proceedings taking into account the time frames set forth in the Expedited Rules.

Article 3(1) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules emphasizes the conduct and expectations for both the parties and the arbitral tribunal in expedited arbitration proceedings. Here is an analysis of this provision:

1. **Obligation to Act Expeditiously:** A key directive of this article is for both the parties and the arbitral tribunal to act expeditiously. In the context of expedited arbitration, which is designed for a faster resolution of disputes, this requirement is essential. It ensures that all involved parties and the tribunal commit to a prompt and efficient conduct of proceedings, which is the cornerstone of expedited arbitration.
2. **Good Faith in Proceedings:** The article also mandates that the parties and the arbitral tribunal must act in good faith. This encompasses a broad range of behaviours, including honesty, cooperation, and a commitment to adhere to the agreed-upon arbitration process. Acting in good faith is vital for maintaining the integrity and fairness of the expedited arbitration.
3. **Adherence to Time Frames:** The provision specifically references the time frames set forth in the Expedited Rules. This underscores the importance of adhering to the specific deadlines and schedules established under these rules, which are typically tighter than those in standard arbitration procedures. Adhering to these time frames is critical to achieving the objective of a faster resolution.
4. **Implications for Case Management:** For the arbitral tribunal, this article implies a proactive approach to case management. The tribunal is expected to efficiently manage the proceedings, ensuring that deadlines are met and any delays are minimized.
5. **Responsibilities of the Parties:** Parties engaged in expedited arbitration under this provision have a responsibility to prepare and present their cases promptly, respond to communications in a timely manner, and adhere to the procedural schedule set by the tribunal.
6. **Balance Between Speed and Fairness:** While the emphasis is on expediency, the requirement of good faith ensures that the speed of the process does not compromise the fairness and thoroughness of the proceedings. Both parties and the tribunal must balance the need for a quick resolution with the duty to ensure that the arbitration process is fair and just.

7. Strategic Considerations: Parties involved in expedited arbitration need to be prepared for a fast-paced process. This might require more immediate availability, quicker decision-making, and more efficient preparation and submission of materials.

In summary, Article 3(1) of Annex 3 to the CRCICA Rules sets clear expectations for the conduct of parties and the arbitral tribunal in expedited arbitration proceedings. It underscores the necessity of acting expeditiously and in good faith, while adhering to the specific time frames of the Expedited Rules, to ensure an efficient yet fair arbitration process.

## **2. The arbitral tribunal may utilize any technological means as it considers appropriate to conduct the proceedings.**

Article 3(2) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the use of technology in the conduct of expedited arbitration proceedings. Here is an analysis of this provision:

1. **Embracing Technological Tools:** This article empowers the arbitral tribunal to use any technological means it deems appropriate for conducting the proceedings. This provision reflects a modern approach to arbitration, recognizing the benefits of technology in making the process more efficient and accessible.
2. **Flexibility in Procedure:** The arbitral tribunal is given discretion to determine which technological tools are appropriate for the specific case. This could include various forms of digital communication, such as video conferencing for hearings, electronic document sharing, and email correspondence.
3. **Efficiency and Accessibility:** The use of technology can significantly enhance the efficiency of arbitration proceedings. It allows for faster communication, easier sharing and management of documents, and can facilitate virtual meetings or hearings, which are particularly useful for international disputes where parties and arbitrators may be in different geographic locations.
4. **Cost-Effectiveness:** Employing technology in arbitration can also be cost-effective. It reduces the need for physical travel, accommodation, and paper-based processes, which can be particularly beneficial in expedited arbitration where time and cost efficiency are paramount.
5. **Adapting to Parties' Needs:** The ability to use technology allows the tribunal to adapt the proceedings to the needs of the parties. For instance, if parties are in different time zones, virtual hearings can be a practical solution.
6. **Ensuring Fairness and Due Process:** While the article promotes the use of technology, the tribunal must ensure that its application does not compromise fairness and due process. This includes considering the parties' access to and familiarity with the proposed technologies.
7. **Staying Current with Technological Advances:** The provision implies that arbitrators should be knowledgeable about, or at least open to, current and emerging technologies that can facilitate arbitration proceedings. This is increasingly important in a world where digital tools are constantly evolving.

8. **Legal Framework and Data Security:** When using technological means, the tribunal must also be mindful of the legal implications, particularly regarding confidentiality and data security. The chosen technologies should be secure and compliant with relevant legal standards.

In summary, Article 3(2) of Annex 3 to the CRCICA Rules encourages the use of technology in expedited arbitration proceedings, granting the arbitral tribunal the discretion to choose appropriate technological tools. This approach enhances efficiency, cost-effectiveness, and accessibility, while also requiring careful consideration of fairness, due process, and security.

#### **ARTICLE 4 NOTICE OF ARBITRATION AND STATEMENT OF CLAIM**

- 1. A notice of arbitration shall include claimant’s full statement of claim as well as a proposal for the appointment of an arbitrator.**

Article 4(1) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the requirements for a notice of arbitration under the Expedited Rules. Here is an analysis of its key components:

1. **Comprehensive Notice of Arbitration:** The article mandates that a notice of arbitration must include not only the basic notification of intent to arbitrate but also the claimant’s full statement of claim. This requirement for a complete statement of claim at the outset is significant as it diverges from more traditional arbitration procedures where a brief notice might suffice initially, with a detailed statement of claim submitted later.
2. **Full Statement of Claim:** The inclusion of a full statement of claim in the notice means that the claimant must present a detailed account of the dispute right from the beginning. This should encompass the factual background, the legal grounds for the claim, and the specific relief or remedy sought. This comprehensive approach is designed to expedite the arbitration process by providing all necessary information upfront.
3. **Proposal for Appointment of Arbitrator:** Additionally, the notice must include a proposal for the appointment of an arbitrator. This aligns with the expedited nature of the proceedings, as it facilitates a quicker formation of the arbitral tribunal. By proposing an arbitrator in the notice of arbitration itself, the process of appointing the tribunal can commence without delay.
4. **Efficiency in Expedited Arbitration:** These requirements are tailored to the goals of expedited arbitration, which aims to resolve disputes more swiftly than standard arbitration processes. By requiring comprehensive information and a proposed arbitrator at the outset, the process is streamlined, reducing the time needed for initial procedural steps.
5. **Implications for Parties:** Parties considering or initiating expedited arbitration under the CRCICA Rules must be prepared to articulate their claims and legal positions in full detail from the very beginning. This necessitates thorough preparation prior to filing the notice of arbitration.

6. **Strategic Considerations:** The requirement to include a full statement of claim and a proposed arbitrator may influence parties' strategic considerations. They need to be ready to commit to their legal positions and choice of arbitrator early in the process, which could impact the conduct and dynamics of the arbitration proceedings.
7. **Clarity and Transparency:** This approach promotes clarity and transparency from the onset of the arbitration. It ensures that both parties and the tribunal have a clear understanding of the dispute and the claimant's expectations, facilitating a more focused and efficient arbitration process.

In summary, Article 4(1) of Annex 3 to the CRCICA Rules establishes specific requirements for the notice of arbitration in expedited proceedings, emphasizing the need for a complete statement of claim and a proposal for an arbitrator from the start. This approach is designed to align with the expedited nature of the arbitration, promoting efficiency, clarity, and preparedness in the arbitration process.

**2. When the claimant files its notice of arbitration with the Centre, including its full statement of claim, the Centre shall expeditiously communicate it to the respondent, once the Centre has collected the registration fee required by article 43 of the CRCICA Arbitration Rules.**

Article 4(2) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the procedure for communicating the claimant's notice of arbitration to the respondent. This provision is a crucial part of initiating the arbitration process under the Expedited Rules. Here is an analysis:

1. **Filing of Notice of Arbitration with the Centre:** The article starts by addressing the claimant's obligation to file the notice of arbitration, including the full statement of claim, with the CRCICA Centre. This step formally initiates the arbitration process under the CRCICA framework.
2. **Centre's Role in Communication:** Once the notice of arbitration is filed, the CRCICA Centre is responsible for promptly communicating it to the respondent. This ensures that the respondent is officially and timely informed about the arbitration and the claims against them. The expeditious communication aligns with the essence of the Expedited Rules, which is to facilitate a quicker resolution of disputes.
3. **Condition of Collecting Registration Fee:** The communication of the notice of arbitration to the respondent is contingent upon the Centre's collection of the registration fee as required by article 43 of the CRCICA Arbitration Rules. This requirement emphasizes the need for the formal aspects of the arbitration process, including the financial obligations, to be fulfilled before the proceedings can move forward.
4. **Importance of the Registration Fee:** The registration fee represents an administrative prerequisite for the Centre to process the arbitration. This fee likely covers the initial administrative costs associated with the arbitration, including the processing of the notice of arbitration and its communication to the respondent.
5. **Implications for the Claimant:** The claimant must be prepared to pay the required registration fee promptly to avoid delays in the arbitration process. Delay in payment can result in a delay in the formal notification to the respondent, thus affecting the overall timeline of the arbitration.

6. Streamlining the Initiation Process: This provision streamlines the initiation of the arbitration process by linking the filing of the notice of arbitration and the full statement of claim with the prompt notification of the respondent, subject to the administrative requirement of fee payment.
7. Legal and Practical Efficiency: The article contributes to the legal and practical efficiency of the expedited arbitration process. By ensuring that the respondent is quickly informed about the arbitration, it allows the respondent to prepare their response without unnecessary delay.

In summary, Article 4(2) of Annex 3 to the CRCICA Rules outlines a procedural step crucial for the initiation of expedited arbitration proceedings, linking the filing of the notice of arbitration with the payment of the registration fee and subsequent communication to the respondent. This process ensures that the arbitration proceeds efficiently and in compliance with the necessary administrative procedures.

**3. The Centre shall communicate the notice of arbitration, including the full statement of claim, to any arbitrator once appointed.**

Article 4(3) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules describes the procedure for informing the arbitrator about the arbitration and the specifics of the case. Here is an analysis of this provision:

1. Communication of Notice to the Arbitrator: This article stipulates that once an arbitrator is appointed, the CRCICA Centre shall communicate the notice of arbitration, including the full statement of claim, to the arbitrator. This step is essential for ensuring that the arbitrator is fully informed about the dispute they are being asked to resolve.
2. Importance of Full Statement of Claim: The inclusion of the full statement of claim in the communication to the arbitrator is significant. It provides the arbitrator with a comprehensive understanding of the claimant's case, including the factual background, the legal issues involved, and the relief sought. This comprehensive information is crucial for the arbitrator to effectively manage and adjudicate the dispute.
3. Role of the Centre in Facilitating Arbitration: The article highlights the role of the CRCICA Centre in facilitating the arbitration process. By ensuring that the arbitrator receives all necessary documents, the Centre assists in the smooth functioning of the arbitration process, particularly under the expedited framework.
4. Efficiency in Expedited Proceedings: Given the expedited nature of the proceedings, the prompt communication of the notice of arbitration and the full statement of claim to the arbitrator is particularly important. It allows the arbitrator to quickly familiarize themselves with the case and begin the arbitration process without undue delay.
5. Ensuring Arbitrator Preparedness: The provision ensures that the arbitrator is adequately prepared from the onset of the arbitration. Having complete information from the beginning allows the arbitrator to plan the arbitration process effectively, including setting timelines, understanding the issues at stake, and preparing for hearings.
6. Streamlined Process for Parties: For the parties involved, this article ensures that once they have completed the initial steps of filing and paying the required fees, the CRCICA

Centre will take responsibility for promptly informing the arbitrator. This streamlines the process for the parties, allowing them to focus on preparing their respective cases.

7. **Transparency and Fairness:** By standardizing the procedure for communicating case details to the arbitrator, the rule contributes to the transparency and fairness of the arbitration process. Both parties can be confident that the arbitrator has access to the same detailed information about the dispute.

In summary, Article 4(3) of Annex 3 to the CRCICA Rules underscores the importance of timely and comprehensive communication of arbitration details to the appointed arbitrator. This process is key to the efficiency and effectiveness of expedited arbitration proceedings, ensuring that the arbitrator is well-informed and prepared to manage the dispute resolution process.

## ARTICLE 5

### RESPONSE TO THE NOTICE OF ARBITRATION AND STATEMENT OF DEFENCE

1. **Within 30 days from the receipt of claimant's notice of arbitration (including its full statement of claim), the respondent shall file a response to the notice of arbitration with the Centre, which shall include its full statement of defence.**

Article 5(1) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the timeline and requirements for the respondent's response in expedited arbitration proceedings. Here is an analysis of its key components:

1. **Timeline for Respondent's Response:** This provision sets a strict deadline of 30 days from the receipt of the claimant's notice of arbitration for the respondent to file their response. This timeframe is crucial in expedited arbitration, as it ensures that the proceedings move forward quickly.
2. **Requirement of Full Statement of Defence:** The article specifies that the respondent's response must include its full statement of defence. This means the respondent is required to provide a comprehensive response to the claimant's allegations and claims. This response should detail the factual and legal grounds for the respondent's defence and any counterclaims or relief sought.
3. **Filing with the Centre:** The respondent must file this response with the CRCICA Centre, ensuring that the Centre is fully apprised of all aspects of the case and can manage the arbitration process accordingly.
4. **Efficiency in Expedited Arbitration:** By requiring a full statement of defence within a relatively short period, this rule aligns with the expedited nature of the proceedings. It is designed to move the process along swiftly, avoiding prolonged preliminary stages.
5. **Implications for the Respondent:** The respondent must be prepared to act quickly upon receiving the notice of arbitration. This includes gathering necessary information, formulating a legal strategy, and possibly consulting with legal counsel, all within the 30-day window.



6. Ensuring Fairness and Due Process: While the timeframe is tight, the requirement for a full statement of defence ensures that the respondent has the opportunity to fully present its case. This is important for maintaining the fairness and balance of the arbitration process.
7. Streamlining Case Management: This provision assists the arbitral tribunal in efficiently managing the case by providing a clear timeline and ensuring that both parties' positions are known early in the process. It allows the tribunal to quickly grasp the essence of the dispute and plan subsequent steps, such as hearings or further submissions.

In summary, Article 5(1) of Annex 3 to the CRCICA Rules imposes a specific and strict deadline for the respondent to submit a comprehensive response to the arbitration, including a full statement of defence. This requirement is key to maintaining the expedited nature of the arbitration process while ensuring that both parties have a fair opportunity to present their cases.

**2. When the respondent files its response to the notice of arbitration, including its full statement of defence, the Centre shall expeditiously communicate it to the claimant.**

Article 5(2) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the procedure for the communication of the respondent's response to the claimant. This provision plays a crucial role in ensuring a transparent and efficient exchange of information between the parties in an expedited arbitration process. Here is an analysis:

1. Prompt Communication by the Centre: Once the respondent has filed their response to the notice of arbitration, including their full statement of defence, the CRCICA Centre is tasked with communicating this response to the claimant expeditiously. This prompt communication is vital in maintaining the speed and efficiency inherent in the expedited arbitration process.
2. Full Statement of Defence: The inclusion of the full statement of defence in the response filed by the respondent ensures that the claimant receives a comprehensive understanding of the respondent's position, arguments, and any counterclaims or defences. This is important for the claimant to prepare for subsequent stages of the arbitration process effectively.
3. Efficiency in the Arbitration Process: The emphasis on expeditious communication by the Centre reflects the expedited nature of these arbitration proceedings. In expedited arbitration, time is of the essence, and rapid exchange of submissions is crucial to resolving disputes swiftly.
4. Role of the Centre in Facilitating Communication: This article highlights the proactive role of the CRCICA Centre in facilitating communication between the parties. The Centre's involvement ensures that the process remains orderly and that all communications are handled promptly and professionally.
5. Transparency and Fairness: The quick communication of the respondent's full statement of defence to the claimant promotes transparency and fairness in the arbitration process. Each party is kept fully informed of the other's claims and defences, which is crucial for ensuring that the arbitration is conducted on an equal footing.

6. **Practical Implications for Parties:** For both parties, this provision implies the need to be prepared for a quick succession of submissions and responses. The claimant, in particular, should be ready to receive and review the respondent's defence promptly to respond or adjust their strategy as necessary.
7. **Streamlining the Exchange of Information:** By standardizing the process for communicating the respondent's response, the rule contributes to a streamlined and efficient exchange of information, reducing potential delays in the arbitration proceedings.

In summary, Article 5(2) of Annex 3 to the CRCICA Rules ensures the expedited communication of the respondent's full statement of defence to the claimant by the CRCICA Centre. This process is crucial for maintaining the swift pace and fairness of the expedited arbitration proceedings, ensuring that both parties are timely and adequately informed of each other's positions.

**3. The Centre shall communicate the response to the notice of arbitration, including the full statement of defence, to any arbitrator once appointed.**

Article 5(3) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules focuses on the communication of the respondent's response, including the full statement of defence, to any arbitrator appointed in the expedited arbitration process. Here is an analysis of this provision:

1. **Role of the CRCICA Centre:** This article underscores the role of the CRCICA Centre as an intermediary in facilitating communication between the parties and the arbitrator. Specifically, it highlights the Centre's responsibility to transmit the respondent's response to any appointed arbitrator.
2. **Arbitrator's Access to Case Information:** The provision ensures that once an arbitrator is appointed, they receive all relevant case documents, including the respondent's full statement of defence. This is critical for the arbitrator to have a complete understanding of the dispute and the positions of both parties.
3. **Efficiency and Expedited Nature:** The communication to the arbitrator is characterized as "expeditious." This aligns with the expedited nature of the arbitration proceedings under Annex 3. The goal is to minimize delays and ensure that the arbitrator can swiftly commence their role in the arbitration.
4. **Arbitrator's Preparedness:** By promptly providing the arbitrator with the full statement of defence, this provision helps ensure that the arbitrator is well-prepared from the outset. This is essential for the arbitrator to manage the proceedings efficiently, make preliminary decisions, and plan for hearings or further submissions.
5. **Transparency and Balance:** Transparency and fairness are central to the arbitration process. The provision ensures that the arbitrator has access to all relevant information and documents, maintaining a balanced and equitable process.
6. **Streamlined Procedure:** By standardizing the procedure for transmitting documents to the arbitrator, this rule contributes to the streamlined administration of the arbitration process. It reduces the risk of administrative delays and ensures that the arbitrator can focus on the substantive issues in the case.

7. Implications for Parties: Parties should be aware that once an arbitrator is appointed, their submissions become accessible to the arbitrator. This underscores the importance of preparing clear, well-structured, and persuasive arguments in the respondent's response.

In summary, Article 5(3) of Annex 3 to the CRCICA Rules emphasizes the CRCICA Centre's role in efficiently transmitting the respondent's response, including the full statement of defence, to any appointed arbitrator. This step is crucial in maintaining the expedited and fair nature of the arbitration process, ensuring that the arbitrator is well-informed and prepared to fulfil their role effectively.

## ARTICLE 6 NUMBER OF ARBITRATORS

### 1. Unless otherwise agreed by the parties, there shall be one arbitrator.

Article 6(1) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the default number of arbitrators in expedited arbitration proceedings. Here is an analysis of this provision:

1. **Default Number of Arbitrators:** This article establishes the default rule that, unless the parties have agreed otherwise, there shall be one arbitrator in expedited arbitration. This means that the standard configuration is a single arbitrator to preside over the case.
2. **Party Autonomy:** The provision acknowledges the principle of party autonomy in arbitration. It allows the parties the flexibility to agree on a different number of arbitrators if they wish. This reflects the general principle in arbitration that parties have the freedom to structure their arbitration proceedings as they see fit, subject to the applicable rules and the law.
3. **Expedited Nature of Proceedings:** The choice of one arbitrator aligns with the expedited nature of proceedings under Annex 3. Having a sole arbitrator can contribute to faster decision-making and streamlined proceedings compared to a multi-arbitrator tribunal, which may require more time for deliberation and coordination.
4. **Cost and Efficiency Considerations:** In expedited arbitrations, parties often opt for a single arbitrator to reduce costs and expedite the process. It can be more cost-effective and efficient, especially when disputes are relatively straightforward.
5. **Appointment of Arbitrator:** When parties choose one arbitrator, they typically agree on the arbitrator's appointment method, such as direct appointment by the parties or selection through an appointing authority. This is important to clarify in the arbitration agreement or at the outset of the proceedings.
6. **Flexibility for Complex Cases:** While expedited proceedings typically involve one arbitrator, parties involved in more complex disputes may prefer a three-member tribunal for the sake of expertise and fairness. In such cases, parties can agree to deviate from the default rule.
7. **Balancing Speed and Fairness:** The choice of the number of arbitrators should strike a balance between the desire for a quick resolution and the need for a fair and impartial

process. Parties should consider the complexity and stakes of the dispute when making this decision.

In summary, Article 6(1) of Annex 3 to the CRCICA Rules establishes the default number of arbitrators in expedited arbitration as one, but it also recognizes the parties' autonomy to agree on a different number if they wish. This provision reflects the flexibility and efficiency that are often sought in expedited arbitration proceedings.

**2. If the parties have agreed that three arbitrators are to be appointed, articles 10 and 11 of the CRCICA Arbitration Rules shall apply. However, each of the 30 days deadlines provided for under articles 10 and 11 of the CRCICA Arbitration Rules shall be abridged to 15 days.**

Article 6(2) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules deals with the appointment of three arbitrators when parties have agreed to this configuration. Here is an analysis of this provision:

1. **Three Arbitrators by Agreement:** This article addresses situations where the parties have expressly agreed to appoint three arbitrators in their arbitration proceedings. Unlike the default rule in Article 6(1), where one arbitrator is the default, here, the parties have chosen to have a tribunal composed of three arbitrators.
2. **Reference to CRCICA Arbitration Rules:** The provision references Articles 10 and 11 of the CRCICA Arbitration Rules. These articles contain procedures related to the appointment of arbitrators, including the process of nomination and confirmation.
3. **Shortened Timeframes:** One significant aspect of Article 6(2) is the abridgment of certain timeframes. It specifies that the 30-day deadlines outlined in Articles 10 and 11 of the CRCICA Arbitration Rules, which relate to the appointment of arbitrators, shall be shortened to 15 days in expedited arbitration proceedings.
4. **Expedited Nature of Proceedings:** The abridged timeframes reflect the expedited nature of proceedings under Annex 3. Parties in expedited arbitration often require quicker decision-making and procedural steps to achieve a prompt resolution.
5. **Balancing Efficiency and Fairness:** While expedited proceedings aim for efficiency, it is important to strike a balance with fairness. The abridged timeframes should still allow for a fair and deliberative process in selecting arbitrators.
6. **Party Autonomy:** Even when opting for three arbitrators, parties still retain a degree of autonomy in the selection process. They may nominate arbitrators or agree on appointing authorities to facilitate the process.
7. **Clarification of Procedural Rules:** Parties and practitioners involved in expedited arbitration under Annex 3 should carefully review Articles 10 and 11 of the CRCICA Arbitration Rules to understand the specific procedures and timeframes applicable to the appointment of three arbitrators.

In summary, Article 6(2) of Annex 3 to the CRCICA Rules addresses the appointment of three arbitrators when parties have agreed to this configuration. It incorporates relevant provisions of the CRCICA Arbitration Rules but shortens certain timeframes to accommodate the expedited nature of the

proceedings. This provision reflects the balance between efficiency and fairness in expedited arbitration with three arbitrators.

## ARTICLE 7 APPOINTMENT OF A SOLE ARBITRATOR

### 1. A sole arbitrator shall be appointed jointly by the parties.

Article 7(1) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the procedure for appointing a sole arbitrator in expedited arbitration proceedings. Here is an analysis of this provision:

1. **Joint Appointment:** This article specifies that in cases where a sole arbitrator is to be appointed, the parties are required to appoint the arbitrator jointly. This means that both the claimant and respondent must reach a mutual agreement on the selection of the sole arbitrator.
2. **Party Autonomy:** The provision upholds the principle of party autonomy in arbitration. It allows the parties to have a say in the selection of the arbitrator who will preside over their dispute. This is in line with the general practice in arbitration, where parties often have the freedom to choose arbitrators who are acceptable to both sides.
3. **Cooperation and Agreement:** Joint appointment implies a level of cooperation between the parties. They must engage in negotiations or discussions to agree on the arbitrator. This can be a collaborative process or may involve using agreed-upon appointing authorities or procedures outlined in their arbitration agreement.
4. **Expedited Nature of Proceedings:** While the article does not explicitly mention the expedited nature of the proceedings, it is important to consider that Annex 3 is designed for expedited arbitration. The requirement for joint appointment of a sole arbitrator aligns with the goal of expediency and efficiency in dispute resolution.
5. **Reducing Delays:** Joint appointment can help reduce delays associated with the selection of arbitrators. In expedited arbitration, parties often seek to streamline the process, and having a clear requirement for joint appointment can facilitate this.
6. **Balancing Interests:** Joint appointment ensures that both parties have a say in selecting a neutral arbitrator. It is a safeguard against any party unilaterally choosing an arbitrator who may be biased or unfavourable to the other party.
7. **Alternative Procedures:** In some cases, parties may agree on alternative procedures or mechanisms for the appointment of the sole arbitrator, as long as they jointly appoint the arbitrator in accordance with their chosen process.

In summary, Article 7(1) of Annex 3 to the CRCICA Rules establishes the requirement for joint appointment of a sole arbitrator in expedited arbitration proceedings. It underscores the principles of party autonomy, cooperation, and efficiency in the selection of the arbitrator, with the aim of facilitating a fair and expedited resolution of disputes.

- 2. If the parties have not reached agreement on the appointment of a sole arbitrator 15 days after a proposal has been received by all other parties, a sole arbitrator shall be directly and expeditiously appointed by the Centre.**

Article 7(2) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the procedure for appointing a sole arbitrator when the parties are unable to reach an agreement within a specified timeframe. Here is an analysis of this provision:

1. **Default Appointment by the Centre:** This article establishes a default mechanism for the appointment of a sole arbitrator in cases where the parties have not been able to agree on the arbitrator within a specific timeframe. If 15 days have passed since a proposal for the sole arbitrator has been received by all other parties, and an agreement has not been reached, the Centre shall directly and expeditiously appoint the sole arbitrator.
2. **Time Limit:** The provision sets a clear time limit of 15 days for the parties to agree on the appointment of the sole arbitrator. This timeframe reflects the expedited nature of proceedings under Annex 3. It aims to ensure that the arbitration process moves forward promptly.
3. **Centre's Role:** The Centre, in this context, refers to the CRCICA. This rule entrusts the CRCICA with the responsibility of appointing the sole arbitrator when the parties cannot agree. The CRCICA is a reputable arbitral institution that administers arbitration proceedings.
4. **Expedited Appointment:** The article emphasizes the need for the Centre to appoint the sole arbitrator "directly and expeditiously." This reinforces the commitment to efficient dispute resolution, which is a key characteristic of expedited arbitration.
5. **Safeguarding Against Delays:** The provision serves as a safeguard against unnecessary delays that could arise if the parties cannot agree on the arbitrator. By providing a mechanism for the Centre to step in and make the appointment, the arbitration process can continue without undue interruption.
6. **Party Autonomy:** It is important to note that the default appointment by the Centre only comes into play when the parties have not reached an agreement. Parties are encouraged to exercise their autonomy and collaborate in selecting an arbitrator, but if they fail to do so within the specified timeframe, the Centre's intervention ensures progress.
7. **Balancing Interests:** This mechanism aims to strike a balance between party autonomy and the need for efficiency. It allows parties the opportunity to agree on an arbitrator but prevents one party from unduly delaying the process through a lack of cooperation.

In summary, Article 7(2) of Annex 3 to the CRCICA Rules establishes a clear procedure for appointing a sole arbitrator when the parties cannot agree within 15 days. The Centre is tasked with making the appointment promptly, ensuring that the arbitration process remains expeditious and efficient.

**ARTICLE 8  
CHALLENGE, REMOVAL AND REPLACEMENT OF AN ARBITRATOR**

- 1. A party that intends to challenge an arbitrator shall file with the Centre a written notice of its challenge within 7 days after it has been notified of the appointment of the challenged arbitrator, or within 7 days after the circumstances justifying the challenge became known to that party. The notice of challenge shall state the reasons for the challenge.**

Article 8(1) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the procedure for challenging an arbitrator in expedited arbitration proceedings. Here is an analysis of this provision:

- 1. Time Limit for Challenging an Arbitrator:** This article specifies a clear time limit within which a party can challenge an arbitrator. A party that intends to challenge an arbitrator must do so within 7 days after receiving notification of the arbitrator's appointment or within 7 days after becoming aware of the circumstances justifying the challenge.
- 2. Mandatory Written Notice:** The provision emphasizes that the challenge must be made through a written notice filed with the Centre. This requirement ensures that challenges are formally documented and communicated to the appropriate authority.
- 3. Stating Reasons for the Challenge:** The party making the challenge is also required to provide reasons for the challenge in the notice. This is a crucial element of transparency in the arbitration process, as it allows the Centre and the other party to understand the grounds for the challenge.
- 4. Preservation of Party Autonomy:** While the article establishes a time limit and procedural requirements for challenging an arbitrator, it respects the principle of party autonomy. Parties have the right to challenge an arbitrator if they have valid reasons to do so. This provision ensures that such challenges are made in a timely and structured manner.
- 5. Efficiency in Proceedings:** The 7-day time limit is consistent with the overall goal of expeditious arbitration proceedings under Annex 3. It encourages parties to address any concerns about the arbitrator promptly, reducing the risk of unnecessary delays in the case.
- 6. Balancing the Interests:** The article strikes a balance between the need for efficiency and the need for parties to have a fair opportunity to challenge an arbitrator. By requiring written notice and stating reasons for the challenge, it ensures transparency and due process.
- 7. Role of the Centre:** The Centre, in this context, refers to the CRCICA, which administers the arbitration proceedings. The CRCICA plays a central role in receiving and handling challenges to arbitrators.

In summary, Article 8(1) of Annex 3 to the CRCICA Rules establishes a time-bound and structured procedure for challenging an arbitrator in expedited arbitration. It emphasizes the need for a written notice with reasons for the challenge and contributes to the efficient resolution of disputes while safeguarding due process.

**2. The Centre shall communicate the notice of challenge to all other parties, and to the challenged arbitrator and the other arbitrators (if any).**

Article 8(2) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the communication process following the filing of a notice of challenge to an arbitrator in expedited arbitration proceedings. Here is an analysis of this provision:

1. **Communication of the Notice of Challenge:** This article specifies that the Centre, which refers to the CRCICA, is responsible for communicating the notice of challenge to various parties and individuals involved in the arbitration. These parties include:
  - a. All other parties to the arbitration.
  - b. The challenged arbitrator.
  - c. The other arbitrators (if there are multiple arbitrators in the tribunal).
2. **Transparency and Notification:** The provision ensures transparency in the arbitration process by requiring that all relevant parties be notified of the challenge. This notification is crucial to inform the interested parties of the challenge and to allow them to respond or take appropriate action.
3. **Maintaining Fairness:** By communicating the notice of challenge to the challenged arbitrator and the other arbitrators (if any), the provision allows them to be aware of the challenge and participate in the process. This helps maintain fairness and due process in the arbitration proceedings.
4. **Practical Considerations:** In expedited arbitration, efficiency and timeliness are essential. This provision streamlines the communication process by entrusting the Centre with the responsibility of disseminating the notice of challenge to the relevant parties. It helps ensure that challenges are addressed promptly.
5. **Coordination:** Effective communication is essential to coordinate responses to the challenge and to maintain the continuity of the arbitration process. Parties and arbitrators can take appropriate steps in response to the challenge once they are informed.
6. **Role of the Centre:** The CRCICA, as the administering institution, plays a central role in managing the arbitration proceedings, including challenges to arbitrators. This provision underscores the role of the Centre in facilitating communication and coordination among the parties and arbitrators.

In summary, Article 8(2) of Annex 3 to the CRCICA Rules establishes the responsibility of the Centre to communicate the notice of challenge to all relevant parties, including the challenged arbitrator and other arbitrators if applicable. This communication ensures transparency, fairness, and effective coordination in the arbitration process.

**3. If, within 7 days from the date of communicating the notice of challenge, all parties do not agree to remove the challenged arbitrator or the latter does not withdraw, the party making the challenge may elect to pursue it. In that case, the challenge shall be decided by an impartial and independent member to be selected by the Centre from among the members of the Advisory Committee, after the Centre has afforded an opportunity for the challenged**



**arbitrator, the other party or parties and the other arbitrators (if any) to provide comments in writing within a suitable period of time.**

Article 8(3) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the procedure for deciding a challenge to an arbitrator when the challenged arbitrator is not removed or does not withdraw within 7 days of the notice of challenge. Here is an analysis of this provision:

1. **Time Limit for Resolution:** This article sets a specific time limit of 7 days from the date of communicating the notice of challenge within which the parties must agree to remove the challenged arbitrator or the arbitrator must voluntarily withdraw. This timeframe reflects the expedited nature of arbitration proceedings under Annex 3.
2. **Electing to Pursue the Challenge:** If the parties do not reach an agreement to remove the challenged arbitrator or if the challenged arbitrator does not voluntarily withdraw within the specified time frame, the party making the challenge has the option to pursue the challenge further. This provides the challenging party with a mechanism to escalate the challenge if it believes that the grounds for the challenge are valid and have not been addressed.
3. **Selection of an Impartial and Independent Member:** The provision outlines the process for deciding the challenge if it is pursued. An impartial and independent member will be selected by the Centre from among the members of the Advisory Committee. This selection ensures that an unbiased and neutral party will determine the outcome of the challenge.
4. **Opportunity for Comments:** The Centre is required to afford an opportunity for various parties and individuals to provide comments in writing. This includes:
  - a. The challenged arbitrator.
  - b. The other party or parties.
  - c. The other arbitrators (if there are multiple arbitrators in the tribunal).

This step ensures that all relevant perspectives are considered before making a decision on the challenge.

5. **Ensuring Due Process:** The article underscores the importance of due process in the challenge resolution process. It allows for comments from all interested parties and ensures that the decision-maker is impartial and independent.
6. **Efficiency:** While due process is maintained, the article also promotes efficiency by specifying a suitable period of time for providing comments. This is in line with the overall goal of expedited arbitration under Annex 3.
7. **Role of the Centre:** The CRCICA, as the administering institution, plays a central role in coordinating and managing the challenge resolution process. It ensures that the challenge is handled in a fair and efficient manner.

In summary, Article 8(3) of Annex 3 to the CRCICA Rules outlines a clear and structured procedure for resolving challenges to arbitrators when they are not removed or do not withdraw within 7 days of the notice of challenge. It balances the need for efficiency with the principles of due process and impartiality in challenge resolution.

- 4. In the event that an arbitrator fails to act or in the event of de jure or de facto impossibility of performing his or her functions in accordance with the CRCICA Arbitration Rules, or in the event that he or she deliberately delays the commencement or the continuation of the arbitral proceedings, or if the arbitrator does not fulfil the legal or contractual requirements, the said arbitrator may be removed, at the request of a party. In that case, the removal shall be decided by an impartial and independent member to be selected by the Centre from among the members of the Advisory Committee, after the Centre has afforded an opportunity for the said arbitrator, the other party or parties and the other arbitrators (if any) to provide comments in writing within a suitable period of time.**

Article 8(4) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the procedure for removing an arbitrator under specific circumstances. Here is an analysis of this provision:

1. Grounds for Removal: This article outlines the grounds on which an arbitrator may be removed:
  - a. Failure to act.
  - b. De jure or de facto impossibility of performing their functions in accordance with the CRCICA Arbitration Rules.
  - c. Deliberate delay in commencing or continuing the arbitral proceedings.
  - d. Non-fulfilment of legal or contractual requirements.

These grounds reflect situations where an arbitrator’s conduct or capacity may be in question.

2. Removal at the Request of a Party: The provision specifies that the removal of an arbitrator can be initiated at the request of a party. This gives parties a mechanism to address concerns about an arbitrator’s behaviour or performance during the arbitration process.
3. Selection of an Impartial and Independent Member: Similar to Article 8(3), the article mandates that an impartial and independent member, selected by the Centre from among the members of the Advisory Committee, will decide on the removal of the arbitrator. This ensures that a neutral party makes the determination.
4. Opportunity for Comments: The Centre is required to provide an opportunity for various parties and individuals to provide comments in writing before making a decision on the removal. This includes:
  - a. The arbitrator facing potential removal.
  - b. The other party or parties.

- c. The other arbitrators (if there are multiple arbitrators in the tribunal).

This step ensures that all perspectives are considered before making a decision on the removal, contributing to fairness and due process.

5. **Addressing Misconduct or Non-Performance:** The article is designed to address situations where an arbitrator's actions or omissions may hinder the arbitration process or fail to meet the necessary requirements. It provides a remedy to parties facing such issues.
6. **Efficiency with Due Process:** While ensuring due process through the opportunity for comments, the article maintains a focus on efficiency. This aligns with the overall goal of expeditious arbitration under Annex 3.
7. **Role of the Centre:** The CRCICA, as the administering institution, plays a central role in coordinating and managing the removal process. It ensures that the removal is handled fairly and efficiently.

In summary, Article 8(4) of Annex 3 to the CRCICA Rules establishes a structured procedure for removing an arbitrator under specific grounds, addressing issues such as misconduct, non-performance, or failure to meet legal or contractual requirements. It balances efficiency with due process and impartiality in the removal process.

**5. Where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be directly appointed by the Centre within 7 days from the date of the relevant decision.**

Article 8(5) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the procedure for replacing an arbitrator during the course of arbitral proceedings. Here is an analysis of this provision:

1. **Arbitrator Replacement:** This article outlines the process for appointing a substitute arbitrator when the need arises during the ongoing arbitral proceedings. The circumstances for replacement could include an arbitrator's removal, withdrawal, or other disqualification.
2. **Timely Replacement:** The article emphasizes the importance of a prompt replacement process. It mandates that a substitute arbitrator shall be directly appointed by the Centre within a strict timeframe of 7 days from the date of the relevant decision. This ensures that the arbitral proceedings can continue without unnecessary delay.
3. **Centre's Role:** The CRCICA, as the administering institution, plays a central role in the appointment of the substitute arbitrator. This highlights the institution's responsibility in maintaining the efficiency and effectiveness of the arbitration process.
4. **Continuity of Proceedings:** By promptly appointing a substitute arbitrator, the provision aims to maintain the continuity of the arbitral proceedings. This is crucial to avoid unnecessary interruptions and ensure a fair and timely resolution of the dispute.
5. **Certainty for Parties:** The provision provides certainty to the parties involved in the arbitration by setting a clear and relatively short time limit for the appointment of a substitute arbitrator. This helps parties plan for the continuation of the proceedings.

6. Efficiency: The emphasis on a direct appointment by the Centre within a short timeframe aligns with the overall objective of expeditious arbitration under Annex 3. It reflects the urgency inherent in expedited proceedings.

In summary, Article 8(5) of Annex 3 to the CRCICA Rules establishes a streamlined and efficient process for appointing a substitute arbitrator when the need arises during ongoing arbitral proceedings. It prioritizes timeliness and continuity in the arbitration process.

## ARTICLE 9 HEARINGS

**The arbitral tribunal may, after inviting the parties to express their views and in the absence of a request to hold hearings submitted at an appropriate stage of the proceedings, decide that hearings shall not be held.**

Article 9 of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the issue of holding hearings during expedited arbitration proceedings. Here is an analysis of this provision:

1. Discretion to Decide on Hearings: The article grants the arbitral tribunal the discretion to decide whether or not hearings should be held during the arbitration process. This discretion is exercised after inviting the parties to express their views on the matter.
2. Inviting Parties to Express Their Views: Before making a decision on whether to hold hearings, the tribunal is required to invite the parties to express their views. This ensures that the parties have an opportunity to provide input on the necessity of hearings.
3. Absence of a Request for Hearings: The article specifies that if there is no request from the parties to hold hearings at an appropriate stage of the proceedings, and after considering their views, the tribunal may decide not to hold hearings.
4. Efficiency and Expedited Proceedings: The provision aligns with the overarching goal of expedited arbitration under Annex 3. It recognizes that in certain cases, holding formal hearings may not be necessary, and decisions can be made based on written submissions and evidence alone. This can contribute to a more efficient and speedy resolution of the dispute.
5. Balancing Efficiency and Fairness: While prioritizing efficiency, the article also ensures fairness by allowing the parties to express their views on the matter. If a party believes that hearings are essential for their case, they can request them.
6. Flexibility: The provision provides flexibility to adapt the arbitration process to the specific needs and circumstances of each case. This is consistent with modern arbitration practices, which aim to be responsive to the parties' requirements.

In summary, Article 9 of Annex 3 to the CRCICA Rules grants the arbitral tribunal the discretion to decide whether hearings should be held during expedited arbitration proceedings. It emphasizes efficiency and allows for flexibility while ensuring that parties have the opportunity to express their views on this matter.

**ARTICLE 10  
EVIDENCE**

- 1. The arbitral tribunal may decide which documents, exhibits or other evidence the parties should produce. The arbitral tribunal may reject any request, unless made by all parties, to establish a procedure whereby each party can request another party to produce documents.**

Article 10(1) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules deals with the arbitral tribunal's authority to decide on document production and the limitations on parties' requests for document production. Here is an analysis of this provision:

1. **Tribunal's Authority:** The article empowers the arbitral tribunal to make determinations regarding which documents, exhibits, or other evidence the parties should produce during the arbitration proceedings. This authority is in line with the tribunal's responsibility to manage the arbitration process efficiently.
2. **Efficiency and Expedited Proceedings:** Similar to other provisions in Annex 3, this article reflects the emphasis on efficiency in expedited arbitration. By allowing the tribunal to make decisions on document production, it streamlines the process and avoids unnecessary delays.
3. **Limitation on Requests:** The article imposes a limitation on requests for document production. Specifically, it states that the tribunal may reject any request for document production unless the request is made by all parties. This limitation promotes efficiency by preventing one party from burdening the other party with numerous document requests, which could potentially lead to delays and increased costs.
4. **Balancing the Interests:** While promoting efficiency, the provision also seeks to balance the interests of the parties. It recognizes that document production can be resource-intensive, and requiring consensus among all parties ensures that such requests are reasonable and agreed upon by all concerned.
5. **Party Autonomy:** The provision respects the principle of party autonomy by allowing the tribunal to decide on document production while still requiring unanimity among the parties for establishing a different procedure. This allows parties to retain some control over the process.
6. **Flexibility:** The article provides flexibility for the tribunal to tailor document production to the specific needs of each case, taking into account the complexity and circumstances of the dispute.

In summary, Article 10(1) of Annex 3 to the CRCICA Rules grants the arbitral tribunal the authority to decide on document production, aligning with the overarching goal of efficiency in expedited arbitration. It also sets a limitation on party requests for document production, emphasizing consensus among all parties before such requests are entertained.

- 2. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, shall be presented in writing and signed by them.**

Article 10(2) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the presentation of statements by witnesses, including expert witnesses, in expedited arbitration proceedings. Here is an analysis of this provision:

1. **Written Statements:** The article stipulates that, unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, should be presented in writing. This requirement is in line with the efficiency-focused nature of expedited arbitration.
2. **Efficiency and Expedited Proceedings:** The provision aligns with the general objective of conducting expedited arbitration in an efficient and streamlined manner. Requiring witness statements to be in writing can save time and reduce the need for oral testimony, which may lead to delays.
3. **Tribunal's Discretion:** While the default requirement is for written witness statements, the article acknowledges that the arbitral tribunal has the discretion to direct otherwise. This means that in exceptional cases or when it is deemed necessary, the tribunal can allow for oral testimony.
4. **Consistency with Modern Arbitration Practices:** Many modern arbitration rules and practices, especially in expedited proceedings, emphasize written witness statements as a means of presenting evidence. This approach minimizes the need for lengthy oral hearings and cross-examinations.
5. **Expert Witnesses Included:** The provision explicitly includes expert witnesses in the requirement for written statements. This ensures that not only fact witnesses but also experts providing specialized knowledge should present their statements in writing, contributing to the efficiency of the process.
6. **Preservation of Due Process:** While promoting efficiency, the article does not compromise the parties' right to present evidence. It ensures that witness statements, whether written or oral, are presented in accordance with due process and the parties' right to be heard.

In summary, Article 10(2) of Annex 3 to the CRCICA Rules emphasizes the use of written witness statements, including those of expert witnesses, in expedited arbitration proceedings unless the arbitral tribunal directs otherwise. This approach is consistent with the efficiency-focused nature of expedited arbitration while preserving the parties' right to present evidence in a manner that ensures due process.

### **3. The arbitral tribunal may decide which witnesses, including expert witnesses, shall testify to the arbitral tribunal if hearings are held.**

Article 10(3) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the authority of the arbitral tribunal to determine which witnesses, including expert witnesses, will testify during hearings in expedited arbitration proceedings. Here is an analysis of this provision:

1. **Tribunal's Discretion:** The article grants the arbitral tribunal the discretion to decide which witnesses, including expert witnesses, will testify if hearings are held. This discretion reflects the tribunal's role as the manager of the arbitration proceedings.

2. **Efficiency and Streamlining:** Similar to other provisions in Annex 3, this article emphasizes the efficiency and streamlining of expedited arbitration. By allowing the tribunal to select witnesses for testimony, it ensures that only essential witnesses are heard during hearings, preventing unnecessary delays.
3. **Focused Testimony:** The provision supports the goal of focused and concise hearings. Allowing the tribunal to make decisions regarding witness testimony helps ensure that the evidence presented during hearings is relevant to the dispute and contributes to a swift resolution.
4. **Balancing Interests:** While promoting efficiency, the article also recognizes the need to balance the interests of the parties. The tribunal's discretion is subject to the requirement that the witnesses selected must be those who will provide testimony that is relevant and necessary for the resolution of the dispute.
5. **Party Autonomy:** While the tribunal has the authority to select witnesses for testimony, the provision does not prevent parties from presenting their preferred witnesses. It allows the tribunal to make the final determination based on the needs of the case.
6. **Flexibility:** The article provides flexibility for the tribunal to adapt the witness testimony process to the specific circumstances of each case. This flexibility ensures that the tribunal can tailor the proceedings to suit the complexity and nature of the dispute.

In summary, Article 10(3) of Annex 3 to the CRCICA Rules gives the arbitral tribunal the discretion to decide which witnesses, including expert witnesses, will testify during hearings in expedited arbitration proceedings. This discretion aligns with the overarching goal of efficiency and ensures that the arbitration process remains focused and streamlined while preserving due process and party autonomy.

## **ARTICLE 11 AWARD**

- 1. The award shall be made within 6 months from the date of the constitution of the arbitral tribunal unless otherwise agreed by the parties.**

Article 11(1) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the time frame for rendering the award in expedited arbitration proceedings. Here is an analysis of this provision:

1. **Time Frame for Award:** The article specifies that the award in expedited arbitration proceedings shall be made within 6 months from the date of the constitution of the arbitral tribunal. This sets a clear and relatively short time frame for the resolution of disputes, emphasizing the expedited nature of these proceedings.
2. **Efficiency and Speed:** The primary objective of this provision is to promote efficiency and speed in the resolution of disputes. It reflects the parties' and the arbitral tribunal's commitment to expedite the arbitration process and provide a swift resolution.

3. **Default Time Frame:** The 6-month time frame serves as the default period within which the award must be rendered. This ensures that the arbitration process remains efficient and that there are no unnecessary delays.
4. **Flexibility through Party Agreement:** The provision also allows for flexibility by stating that the time frame can be extended if the parties agree otherwise. This recognizes that in some cases, the complexity of the dispute or other factors may require a longer period for the tribunal to render the award. It upholds party autonomy in setting the time frame.
5. **Clarity:** By specifying the time frame in which the award must be made, the provision provides clarity to the parties and the tribunal regarding their respective obligations and deadlines.
6. **Balancing Efficiency and Due Process:** While emphasizing efficiency, the provision also recognizes the importance of due process. It strikes a balance between expediting proceedings and ensuring that parties have a reasonable opportunity to present their case.

In summary, Article 11(1) of Annex 3 to the CRCICA Rules establishes a default time frame of 6 months from the constitution of the arbitral tribunal for rendering the award in expedited arbitration proceedings. This time frame can be extended if the parties mutually agree, providing flexibility while maintaining the focus on efficiency and timely dispute resolution.

**2. The Centre may extend the period of time established in accordance with paragraph 1 of this article upon a reasoned request from the arbitral tribunal or on the Centre’s own initiative if it decides it is necessary to do so.**

Article 11(2) of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the authority of the Centre to extend the time period for rendering the award in expedited arbitration proceedings. Here is an analysis of this provision:

1. **Centre’s Discretion:** This article grants the Centre the discretion to extend the period of time established for rendering the award, as specified in Article 11(1), in expedited arbitration proceedings. The Centre has the authority to make this decision based on a reasoned request from the arbitral tribunal or on its own initiative if it deems such an extension necessary.
2. **Flexibility:** The provision adds an element of flexibility to the arbitration process. It recognizes that there may be circumstances where an extension of the time frame is justified to ensure a fair and just resolution of the dispute. This flexibility allows for the adaptation of the process to the specific needs of the case.
3. **Reasoned Request:** The Centre may grant an extension upon a reasoned request from the arbitral tribunal. This means that the arbitral tribunal must provide valid and justifiable reasons for needing additional time to render the award. This requirement ensures transparency and accountability in the decision-making process.
4. **Centre’s Initiative:** Importantly, the Centre can also extend the time frame on its own initiative if it determines that such an extension is necessary. This provision allows the Centre to proactively manage the arbitration process and take action to prevent undue delays or ensure that the proceedings are conducted fairly.



5. **Balancing Efficiency and Due Process:** While the CRCICA Rules, including Annex 3, emphasize efficiency and expedited proceedings, Article 11(2) recognizes that there may be exceptional cases where the interests of justice require more time for a thorough consideration of the dispute.
6. **Protection of Party Rights:** Ultimately, the provision aims to strike a balance between efficiency and the protection of the parties' rights. It ensures that while expedited arbitration is encouraged, parties still have a reasonable opportunity for their case to be heard and for the tribunal to render a well-considered award.

In summary, Article 11(2) of Annex 3 to the CRCICA Rules grants the Centre the discretion to extend the time period for rendering the award in expedited arbitration proceedings. This flexibility allows for the consideration of exceptional circumstances and ensures a balanced approach between efficiency and due process in dispute resolution.

## **ARTICLE 12 COSTS OF EXPEDITED ARBITRATION**

**Section V of the CRCICA Arbitration Rules shall apply, except for the Schedule of Arbitrator's Fees provided within this Annex 3.**

Article 12 of Annex 3 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules references the applicability of Section V of the CRCICA Arbitration Rules and makes an exception related to the Schedule of Arbitrator's Fees. Here is an analysis of this provision:

1. **Incorporation of Section V of CRCICA Arbitration Rules:** This article states that Section V of the CRCICA Arbitration Rules is applicable to expedited arbitration proceedings conducted under Annex 3. Section V of the CRCICA Arbitration Rules typically covers the appointment, challenge, and replacement of arbitrators.
2. **Consistency with Main Rules:** By incorporating Section V, Annex 3 ensures that certain fundamental procedural aspects of arbitration are consistent with the main CRCICA Arbitration Rules. This consistency helps provide a coherent and comprehensive framework for the conduct of arbitration, including expedited proceedings.
3. **Exception: Schedule of Arbitrator's Fees:** The notable exception mentioned in Article 12 is related to the Schedule of Arbitrator's Fees. This means that while Section V of the CRCICA Arbitration Rules applies, the specific provisions regarding arbitrator fees outlined in Annex 3 take precedence over any conflicting provisions in Section V.
4. **Customized Fee Structure:** Annex 3 contains its own schedule of arbitrator's fees, which may differ from the standard fees established in Section V of the CRCICA Arbitration Rules. This allows for a tailored fee structure for expedited arbitration, reflecting the streamlined nature of these proceedings.
5. **Clarity and Predictability:** By specifying that the Schedule of Arbitrator's Fees in Annex 3 prevails, parties engaging in expedited arbitration have clarity and predictability regarding the costs associated with their proceedings. This can be especially important in expedited cases where parties seek cost-effective and efficient dispute resolution.

6. Adaptation to Expedited Process: The exception regarding fees recognizes that expedited arbitrators may be expected to work within a more constrained time frame, and their fees should reflect the expedited nature of the proceedings.

In summary, Article 12 of Annex 3 to the CRCICA Rules incorporates Section V of the CRCICA Arbitration Rules into expedited arbitration proceedings, while making an exception for the Schedule of Arbitrator’s Fees provided within Annex 3. This exception ensures that the fee structure for expedited arbitration is customized to the specific requirements of these proceedings, aligning with the goal of efficiency and cost-effectiveness.

**ARBITRATOR’S FEES (EXPEDITED ARBITRATION)**

Sum in Dispute in US Dollars	Arbitrator’s Fees in US Dollars	
Up to 25,000	840	
From 25,001 to 50,000	840 + 1.4% of the amount above 25,000	
From 50,001 to 100,000	1,190 + 1.26% of the amount above 50,000	
From 100,001 to 200,000	1,820 + 1.12% of the amount above 100,000	
From 200,001 to 500,000	2,940 + 1.05% of the amount above 200,000	
	Minimum Fees	Maximum Fees
From 500,001 to 1,000,000	6,090 + 0.56% of the amount above 500,000	27,405 + 2.52% of the amount above 500,000
From 1,000,001 to 2,000,000	8,890 + 0.42% of the amount above 1,000,000	40,005 + 1.89% of the amount above 1,000,000
From 2,000,001 to 5,000,000	13,090 + 0.322% of the amount above 2,000,000	58,905 + 1.449% of the amount above 2,000,000
From 5,000,001 to 10,000,000	22,750 + 0.084% of the amount above 5,000,000	102,375 + 0.378% of the amount above 5,000,000
From 10,000,001 to 30,000,000	26,950 + 0.042% of the amount above 10,000,000	121,275 + 0.189% of the amount above 10,000,000
From 30,000,001 to 50,000,000	35,350 + 0.0392% of the amount above 30,000,000	159,075 + 0.1764% of the amount above 30,000,000

From 50,000,001 to 80,000,000	43,190 + 0.0228% of the amount above 50,000,000	194,355 + 0.126% of the amount above 50,000,000
From 80,000,001 to 100,000,000	51,590 + 0.0196% of the amount above 80,000,000	232,155 + 0.0882% of the amount above 80,000,000
Over 100,000,000	55,510 + 0.007% of the amount above 100,000,000	249,795 + 0.0315% of the amount above 100,000,000

The table of Arbitrator’s Fees for Expedited Arbitration outlines the fees payable to the arbitrator in expedited arbitration cases, based on the sum in dispute. Here is an analysis of the key features of the fee structure:

1. **Graduated Fee Structure:** The arbitrator’s fees increase proportionally with the increase in the sum in dispute. This is a common approach to ensure that the fees are proportionate to the complexity and value of the dispute.
2. **Fixed Fee Component:** For amounts up to \$25,000, the arbitrator’s fee is a fixed amount of \$840. This provides a level of predictability and ensures that smaller disputes are not burdened with disproportionately high fees.
3. **Percentage Fee Component:** For amounts exceeding \$25,000, a percentage fee is applied to the additional sum in dispute. The percentage decreases as the sum in dispute increases, which reflects a progressive fee structure.
4. **Minimum and Maximum Fees:** The fee structure includes both minimum and maximum fee limits. This prevents fees from becoming too low for larger disputes and too high for smaller disputes, ensuring a balanced approach.
5. **Thresholds for Different Ranges:** The fee structure is divided into ranges, with different percentage rates and fixed amounts for each range. This allows for a nuanced approach to fee determination based on the value of the dispute.
6. **Complexity Adjustment:** The decreasing percentage rates for higher amounts may suggest a recognition that, as the dispute value increases, the relative complexity or time commitment for the arbitrator may not increase at the same rate.
7. **Exponential Increase in Maximum Fees:** The maximum fees increase at an increasing rate as the sum in dispute grows, indicating that the fee structure recognizes the higher stakes and potential complexities associated with larger disputes.
8. **Specific Breakpoints:** The fee structure has specific breakpoints at different amounts, providing clarity and transparency on how the fees are calculated for different ranges of the sum in dispute.

In summary, the CRCICA Arbitration Rules for arbitrator’s fees in expedited arbitration adopt a structured and balanced approach, incorporating fixed fees, percentage-based fees, and reasonable minimum and maximum limits to ensure fairness and proportionality in fee determination for disputes of varying sizes and complexities.

**ANNEX 4  
BY-LAWS OF THE ADVISORY COMMITTEE OF THE CENTRE**

**ARTICLE 1  
FORMATION OF THE ADVISORY COMMITTEE**

- 1. The Cairo Regional Centre for International Commercial Arbitration (“CRCICA” or “the Centre”) shall have an Advisory Committee consisting of a Chairperson, two (2) Vice Chairpersons, and sixteen (16) members at the most to be appointed by the Director of the Centre from among the members of the Board of Trustees as well as eminent African, Asian and other personalities specialised in the fields of international arbitration, Alternative Dispute Resolution (“ADR”) mechanisms and international trade.**

Article 1(1) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules pertains to the establishment and composition of the Advisory Committee of CRCICA. Here is an analysis of this provision:

1. **Creation of the Advisory Committee:** This article establishes the existence of the Advisory Committee within CRCICA. The Advisory Committee plays a significant role in providing guidance, expertise, and support to the Centre in matters related to international arbitration, alternative dispute resolution (ADR), and international trade.
2. **Composition:** The Advisory Committee is composed of the following members:
  - a. **Chairperson:** There is a designated Chairperson who likely holds a leadership role within the Advisory Committee and provides direction.
  - b. **Two (2) Vice Chairpersons:** The Vice Chairpersons assist the Chairperson and may step in if the Chairperson is unavailable.
  - c. **Sixteen (16) Members:** The Advisory Committee comprises up to sixteen members. These members are appointed by the Director of CRCICA.
3. **Appointment Process:** Members of the Advisory Committee are selected from two main categories:
4. **Members of the Board of Trustees:** Some members are chosen from among the existing members of the CRCICA Board of Trustees. These individuals are likely to have significant experience and involvement in the governance of CRCICA.
5. **Eminent African, Asian, and Other Personalities:** The Advisory Committee also includes individuals who are not necessarily part of the Board of Trustees but are recognized experts and specialists in the fields of international arbitration, ADR mechanisms, and international trade. This diverse group brings a wealth of knowledge and perspectives to the Advisory Committee.
6. **Expertise and Specialisation:** The inclusion of individuals with expertise in international arbitration, ADR, and international trade reflects CRCICA’s commitment to having a well-

rounded committee capable of addressing various aspects of commercial dispute resolution and international trade issues.

7. **Advisory Role:** The Advisory Committee's primary role is to advise CRCICA on matters related to its operations and policies, especially in the context of international commercial arbitration and ADR. This includes offering insights, recommendations, and expertise to enhance CRCICA's services and capabilities.
8. **Promotion of Diversity:** The provision mentions the inclusion of personalities from Africa, Asia, and other regions. This highlights CRCICA's aim to have a diverse and representative Advisory Committee that can address the needs and perspectives of a broad range of users and stakeholders.

In summary, Article 1(1) of Annex 4 establishes the Advisory Committee of CRCICA, outlines its composition, and underscores its importance in providing expert advice and guidance to CRCICA in the fields of international arbitration, ADR, and international trade. The composition of the committee reflects a balance between existing trustees and external experts, promoting a diversity of perspectives and expertise.

**2. Once fully constituted, the Advisory Committee shall elect from among its members, a Chairperson and two Vice-Chairpersons. The term of office of the Chairperson and the Vice-Chairpersons shall be four renewable years.**

Article 1(2) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the composition and term of office for the leadership positions within the Advisory Committee. Here is an analysis of this provision:

1. **Leadership Positions:** This article specifies that the Advisory Committee is responsible for electing its leadership, which includes a Chairperson and two Vice-Chairpersons. These leadership positions are crucial for the functioning of the committee as they provide direction, coordination, and representation.
2. **Election Process:** The article does not provide specific details about the election process, such as whether it requires a simple majority or any other procedural aspects. However, it is implied that the members of the Advisory Committee themselves conduct the election.
3. **Term of Office:** The Chairperson and Vice-Chairpersons are appointed for a term of four years. Importantly, the term is renewable, meaning that they have the option to seek re-election for additional terms. This provision allows for continuity in leadership and the potential for experienced individuals to continue in their roles if re-elected.
4. **Stability and Continuity:** The four-year term with the possibility of renewal promotes stability and continuity in leadership. It allows the Chairperson and Vice-Chairpersons to gain a deeper understanding of CRCICA's operations and objectives, potentially leading to more effective leadership over time.
5. **Committee Autonomy:** The fact that the Advisory Committee is responsible for electing its leaders underscores its autonomy and self-governance. This autonomy allows the committee to operate independently and make decisions that align with its objectives and the needs of CRCICA.

6. Expertise and Leadership: The Chairperson and Vice-Chairpersons are expected to have the expertise and leadership qualities necessary to guide the Advisory Committee effectively in its advisory role to CRCICA.

In summary, Article 1(2) outlines the process of electing leadership within the Advisory Committee, specifying the roles of Chairperson and Vice-Chairpersons. It also emphasizes the stability and continuity provided by four-year terms that can be renewed, allowing experienced leaders to continue serving the committee and contributing to CRCICA's mission.

- 3. The Chairperson and the Vice-Chairpersons shall be elected by acclamation or secret ballot. The candidate who receives the highest number of votes shall be elected. The Chairperson shall continue to hold office until a new Chairperson is elected.**

Article 1(3) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the election process for the Chairperson and Vice-Chairpersons of the Advisory Committee. Here is an analysis of this provision:

1. Election Process: The article outlines two methods by which the Chairperson and Vice-Chairpersons can be elected: by acclamation or secret ballot. This provides flexibility in the election process, allowing the committee to choose the most suitable method based on its preferences and the circumstances at the time of the election.
2. Acclamation: Under the acclamation method, if there is unanimous support for a candidate from the members of the Advisory Committee, that candidate is elected without the need for a formal vote. Acclamation is a quick and straightforward way to elect a candidate when there is consensus among committee members.
3. Secret Ballot: Alternatively, if there is no consensus or if committee members prefer a more confidential voting process, a secret ballot is conducted. In a secret ballot, committee members cast their votes privately, and the candidate who receives the highest number of votes is elected. This method ensures the confidentiality of individual votes.
4. Majority Rule: The provision specifies that the candidate who receives the highest number of votes is elected. This implies a simple majority rule, where the candidate with more votes than any other candidate, but not necessarily an absolute majority (more than 50%), will be elected.
5. Term of Office: The Chairperson, once elected, continues to hold office until a new Chairperson is elected. This ensures continuity in leadership and avoids any leadership vacuum during the transition period between Chairpersons.
6. Democratic Process: The article's provisions regarding the election process aim to ensure a democratic and transparent selection of leadership within the Advisory Committee. It allows for a variety of voting methods while emphasizing the importance of electing the candidate with the highest level of support from committee members.

In summary, Article 1(3) provides clear guidelines for the election process of the Chairperson and Vice-Chairpersons, allowing for both acclamation and secret ballot methods. The candidate with the highest number of votes is elected, and the Chairperson continues in office until a new Chairperson is chosen, ensuring a smooth transition of leadership within the Advisory Committee.

**ARTICLE 2  
TERM OF THE ADVISORY COMMITTEE**

**The term of the Advisory Committee shall be four years, which may be renewed once for a similar term, unless otherwise determined due to special circumstances. In case the post of one of the members becomes vacant during his/her term of office, a new member shall be appointed to replace the said member until the end of the latter's term of office.**

Article 2 of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules pertains to the term and appointment of members to the Advisory Committee. Here is an analysis of this provision:

1. **Term of the Advisory Committee:** The article specifies that the term of the Advisory Committee shall be four years. This means that each appointed member serves a term of four years on the committee.
2. **Renewal of Term:** Members of the Advisory Committee are eligible for renewal for an additional term of four years. This allows for continuity in the committee's composition and ensures that experienced members can continue to contribute to its work.
3. **Special Circumstances:** The provision also acknowledges the possibility of special circumstances that may warrant a different determination of the committee's term. While not defined in the rule, "special circumstances" could refer to situations where an extension or alteration of the term is necessary due to unforeseen events or significant changes in the organisation's needs.
4. **Replacement of Vacant Positions:** If a member's position becomes vacant before the end of their term, the article outlines the process for filling the vacancy. A new member shall be appointed to replace the vacated position, and this replacement member will serve until the end of the original member's term of office.
5. **Term Limits:** By allowing for one renewal of a similar term, the rule ensures that there is a degree of turnover and potential for fresh perspectives within the Advisory Committee. It strikes a balance between continuity and the introduction of new voices and expertise.
6. **Flexibility:** The provision provides flexibility in managing the committee's composition, taking into account both continuity and adaptability to changing circumstances.

In summary, Article 2 of Annex 4 outlines the term of the Advisory Committee, the possibility of renewal, and the process for filling vacant positions. It ensures a degree of stability in committee membership while allowing for adjustments when needed, all of which contribute to the effective functioning of the committee within CRCICA.

**ARTICLE 3  
FUNCTIONS OF THE ADVISORY COMMITTEE**

- 1. The Advisory Committee shall carry out the functions provided for in the Centre’s Arbitration Rules in force as from 15 January 2024 (“the Rules”) as well as any other functions that may be referred to in the Centre’s future Arbitration Rules, particularly the following:**
  - a. Providing advice with respect to the Centre’s decision not to proceed with arbitral proceedings in whole or in part, according to article 6, paragraph 2 of the Rules;**
  - b. Providing advice with respect to the Centre’s decision not to proceed with the appointment of any arbitrator according to article 12, paragraph 3 of the Rules;**
  - c. Providing advice with respect to the Centre’s decision to accept or reject the Request for Consolidation in accordance with article 50, paragraphs 1 and 6 of the Rules;**
  - d. Deciding on the removal of arbitrators according to article 13 of the Rules via an impartial and independent tripartite ad hoc committee to be composed by the Centre from among the members of the Advisory Committee without disclosing their names to the parties. The decision shall be made by the majority of votes of the members of the ad hoc Committee in writing, and shall be reasoned, final and unchallengeable;**
  - e. Deciding on the removal of arbitrators according to article 8, paragraph 4 of Annex 3 to the Rules (Expedited Arbitration Rules) via an impartial and independent member to be selected by the Centre from among the members of the Advisory Committee without disclosing his or her name to the parties. The decision shall be made expeditiously by the member in writing and shall be reasoned, final and unchallengeable;**
  - f. Deciding on the challenge of arbitrators according to article 14, paragraph 6 of the Rules via an impartial and independent tripartite ad hoc committee to be composed by the Centre from among the members of the Advisory Committee without disclosing their names to the parties. The decision shall be made by the majority of votes of the members of the ad hoc committee in writing and shall be reasoned, final and unchallengeable;**
  - g. Deciding on the challenge arbitrators according to article 4, paragraph 6 of Annex 2 to the Rules (Emergency Arbitrator Rules) and article 8, paragraph 3 of Annex 3 to the Rules (Expedited Arbitration Rules) via an impartial and independent member to be selected by the Centre from among the members of the Advisory Committee without disclosing his or her name to the parties. The decision shall be made expeditiously by the member in writing and shall be reasoned, final and unchallengeable;**
  - h. Providing advice with respect to the Centre’s decision to deprive any party of its right to appoint a substitute arbitrator according to article 15, paragraph 2 of the Rules; and**
  - i. Providing advice with respect to the Centre’s determination, according to article 45, paragraph 13 of the Rules, of the fees of the arbitral tribunal at a figure higher or lower than that which would result from the application of the tables of fees annexed to the Rules.**



Article 3(1) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the functions and responsibilities of the Advisory Committee. This article specifies that the Advisory Committee is tasked with various functions, including those related to the application and interpretation of CRCICA's arbitration rules. Here is an analysis of the functions outlined in this article:

1. **Advisory Role:** The primary role of the Advisory Committee is to provide advice and recommendations on specific matters related to CRCICA's arbitration rules. This advisory function is crucial for ensuring the consistent and effective application of the rules.
2. **Functions Under the CRCICA Arbitration Rules:**
  - a. **Providing Advice on the Decision Not to Proceed:** The Committee is responsible for advising CRCICA on whether to proceed with arbitral proceedings or not, in whole or in part, as per Article 6, paragraph 2 of the CRCICA Arbitration Rules. This advice helps in evaluating the appropriateness of continuing or discontinuing arbitration proceedings.
  - b. **Providing Advice on the Appointment of Arbitrators:** The Committee provides advice regarding CRCICA's decision to proceed with or decline the appointment of arbitrators, in accordance with Article 12, paragraph 3 of the CRCICA Arbitration Rules.
  - c. **Providing Advice on Consolidation Requests:** CRCICA may seek the Committee's advice when deciding whether to accept or reject a Request for Consolidation, as per Article 50, paragraphs 1 and 6 of the CRCICA Arbitration Rules. This ensures that consolidation decisions are made with expert input.
  - d. **Deciding on the Removal of Arbitrators:** The Committee plays a key role in deciding on the removal of arbitrators under Article 13 of the CRCICA Arbitration Rules. This is done through an impartial and independent tripartite ad hoc committee, and their decision is final and unchallengeable. The identities of the ad hoc committee members remain confidential.
  - e. **Deciding on the Removal of Arbitrators in Expedited Arbitration:** Similar to the removal process under Article 13, the Committee is involved in deciding on the removal of arbitrators in expedited arbitration cases under Article 8, paragraph 4 of Annex 3 to the Rules. The decision is made by an impartial and independent member, and it is also final and unchallengeable.
  - f. **Deciding on Challenges to Arbitrators:** The Committee is responsible for deciding on challenges to arbitrators, as outlined in Article 14, paragraph 6 of the CRCICA Arbitration Rules. This is achieved through an impartial and independent tripartite ad hoc committee, and their decision is final and unchallengeable, with the identities of the ad hoc committee members kept confidential.
  - g. **Deciding on Challenges to Arbitrators in Emergency and Expedited Arbitration:** The Committee is involved in deciding on challenges to arbitrators in both emergency and expedited arbitration proceedings, ensuring the impartiality and independence of the process. These decisions are also final and unchallengeable, with the identity of the decision-maker kept confidential.

- h. Providing Advice on the Deprivation of Right to Appoint a Substitute Arbitrator: The Committee advises on CRCICA's decision to deprive any party of its right to appoint a substitute arbitrator under Article 15, paragraph 2 of the CRCICA Arbitration Rules.
- i. Providing Advice on Fee Determinations: The Committee provides advice regarding CRCICA's determination of arbitral tribunal fees, as per Article 45, paragraph 13 of the CRCICA Arbitration Rules, especially when such fees deviate from the standard fee tables.

In summary, Article 3(1) outlines the multifaceted role of the Advisory Committee in assisting CRCICA with various aspects of arbitration proceedings, ensuring fairness, impartiality, and expert input in decision-making processes. It reflects CRCICA's commitment to maintaining the highest standards in international commercial arbitration.

2. **The Advisory Committee may delegate some of its functions to the Director of the Centre for making the necessary decisions, particularly with respect to the decision not to proceed with arbitral proceedings in accordance with article 6, paragraph 2 of the Rules and the determination, according to article 45, paragraph 13 of the Rules, of the fees of the arbitral tribunal at a figure higher or lower than that which would result from the application of the tables of fees annexed to the Rules. The Director of the Centre shall present a report to the Advisory Committee on the procedures taken or the decisions made according to the delegated functions.**

Article 3(2) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules deals with the delegation of certain functions of the Advisory Committee to the Director of the Centre. Here is an analysis of this provision:

1. Delegation of Functions: This article allows the Advisory Committee to delegate some of its functions to the Director of the Centre. The functions that can be delegated are specifically mentioned, and they include:
2. Decision Not to Proceed with Arbitral Proceedings: The Director of the Centre can make decisions related to whether to proceed with arbitral proceedings or not, in accordance with Article 6, paragraph 2 of the CRCICA Arbitration Rules. This delegation allows for more expeditious decision-making in cases where the proceedings may need to be discontinued, in whole or in part.
3. Determination of Arbitral Tribunal Fees: The Director can also determine the fees of the arbitral tribunal, especially when the fees need to be set at a figure higher or lower than what is provided in the fee tables attached to the CRCICA Arbitration Rules under Article 45, paragraph 13. This delegation provides flexibility in fee determinations.
4. Reporting Requirement: While the Director of the Centre is delegated these functions, there is an important reporting requirement. The Director is obligated to present a report to the Advisory Committee on the procedures taken or decisions made as a result of the delegated functions. This reporting ensures transparency and accountability in the exercise of these powers.
5. Efficiency and Flexibility: Delegating certain functions to the Director allows for more efficient and streamlined decision-making in cases where time is of the essence or where

there is a need for flexibility, such as in fee determinations. It empowers the Director to take action promptly to address specific issues, subject to subsequent reporting to the Advisory Committee.

In summary, Article 3(2) provides a mechanism for delegating specific functions of the Advisory Committee to the Director of the Centre, ensuring that certain decisions can be made swiftly when required. However, this delegation is coupled with a reporting requirement to maintain transparency and oversight by the Advisory Committee.

**3. The Director of the Centre may particularly consult with the Advisory Committee regarding the following matters:**

- a. **Reviewing the potential proposals regarding the amendment of the Arbitration, Mediation and other Alternative Dispute Resolution (ADR) Rules and procedures under the auspices of the Centre, including the revision of arbitrators' fees, in light of the practical application of these rules as well as the proposed amendments of the UNCITRAL Rules;**
- b. **Reviewing the nature and themes of the activities carried out by the Centre such as conferences and training programs;**
- c. **Reviewing the cooperation agreements which are concluded by the Centre and its branches;**
- d. **Reviewing the matters that may be proposed by the members of the Advisory Committee;**
- e. **Reviewing the matters that may be referred thereto by the Director of the Centre; and**
- f. **Reviewing the matters that may be referred thereto by the Board of Trustees of the Centre.**

Article 3(3) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules outlines the matters on which the Director of the Centre may consult with the Advisory Committee. Here is an analysis of this provision:

1. **Amendment of Rules:** The Director of the Centre has the authority to consult with the Advisory Committee when reviewing potential proposals regarding the amendment of the Arbitration, Mediation, and other Alternative Dispute Resolution (ADR) Rules and procedures. This consultation ensures that any changes to the rules are considered carefully, taking into account practical application and alignment with international standards like the UNCITRAL Rules. It promotes transparency and expertise in the rule-making process.
2. **Activities and Programs:** The Director may consult with the Advisory Committee regarding the nature and themes of activities carried out by the Centre, such as conferences and training programs. This consultation helps ensure that the Centre's activities align with its mission and the needs of the international arbitration and ADR communities.
3. **Cooperation Agreements:** Consultation is permitted when reviewing cooperation agreements concluded by the Centre and its branches. This ensures that the Centre's

collaborations are consistent with its objectives and that the Advisory Committee's insights are considered in such agreements.

4. **Advisory Committee and Director Initiatives:** The Director may consult on matters proposed by members of the Advisory Committee or referred to by the Director. This provision allows for flexibility in seeking the Advisory Committee's input on various matters that may arise during the Centre's operations.
5. **Board of Trustees:** The Director is authorized to consult with the Advisory Committee on matters referred to by the Board of Trustees of the Centre. This ensures that the Advisory Committee can provide valuable input on matters of significance that are brought to its attention by the Centre's governing body.

In summary, Article 3(3) outlines a wide range of matters on which the Director of the Centre may consult with the Advisory Committee. This consultation mechanism promotes collaboration, transparency, and expertise in the decision-making process related to rule amendments, activities, cooperation agreements, and other significant matters within the Centre's purview. It reflects a commitment to involving experienced professionals in shaping the Centre's operations and policies.

#### **ARTICLE 4 MEETINGS OF THE ADVISORY COMMITTEE**

- 1. The Advisory Committee shall hold meetings at least four times annually upon an invitation by the Director of the Centre or the Chairperson of the Advisory Committee, or upon the request made by at least one third of the members of the Advisory Committee.**

Article 4(1) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the frequency and circumstances of meetings of the Advisory Committee. Here is an analysis of this provision:

1. **Frequency of Meetings:** The article stipulates that the Advisory Committee shall hold meetings at least four times annually. This establishes a regular schedule for committee meetings, ensuring that members have opportunities to convene and discuss important matters related to the Centre's operations and functions. Regular meetings contribute to transparency, collaboration, and effective decision-making within the Centre.
2. **Invitations:** Meetings of the Advisory Committee can be convened upon an invitation by two key figures: the Director of the Centre or the Chairperson of the Advisory Committee. This implies that the Centre's leadership and the Advisory Committee Chairperson have the authority to call meetings when they deem it necessary. This allows for flexibility in scheduling meetings to address emerging issues or matters requiring the committee's attention.
3. **Request by Members:** In addition to invitations by the Centre's leadership, the article also allows for meetings to be convened upon the request of at least one third of the members of the Advisory Committee. This provision empowers committee members to initiate meetings if they believe there are important matters that warrant discussion and decision-making. It reflects a democratic approach, ensuring that committee members have a say in the timing of meetings.

In summary, Article 4(1) ensures that the Advisory Committee meets regularly, with a minimum frequency of four times annually. Meetings can be initiated by the Centre’s leadership or upon the request of committee members. This balanced approach combines structured, scheduled meetings with the flexibility to convene meetings in response to specific needs or member requests. It promotes active engagement and collaboration among Advisory Committee members in fulfilling their functions within the CRCICA framework.

**2. There shall be no required quorum for the validity of the meetings of the Advisory Committee.**

Article 4(2) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the issue of quorum for the validity of meetings of the Advisory Committee. Here is an analysis of this provision:

1. **No Required Quorum:** This article explicitly states that there shall be no required quorum for the validity of the meetings of the Advisory Committee. In other words, there is no minimum number of committee members that must be present for a meeting to be considered valid.

Implications:

1. **Flexibility:** By not imposing a quorum requirement, the CRCICA allows for greater flexibility in conducting meetings. Meetings can take place even if only a few members are available to attend.
2. **Accessibility:** It ensures that meetings can proceed regardless of the number of committee members available at a given time. This is especially important when committee members have busy schedules or may be located in different geographic locations.
3. **Decision-Making:** While there is no quorum requirement for the validity of meetings, it is important to note that decisions made during these meetings may still require a majority vote or other decision-making mechanisms as specified in the CRCICA’s rules or bylaws. The absence of a quorum requirement for validity does not necessarily imply a lack of requirements for decision-making.
4. **Committee Dynamics:** The absence of a quorum requirement also reflects a trust in the dedication and commitment of committee members to fulfil their roles and actively participate in meetings. It acknowledges that committee members are likely to attend and contribute to meetings voluntarily, without the need for a formal quorum.

In summary, Article 4(2) of Annex 4 to the CRCICA Rules makes it clear that there is no required quorum for the validity of meetings of the Advisory Committee. This provision enhances flexibility and accessibility in conducting meetings while still allowing for necessary decision-making processes to take place as defined by the CRCICA’s rules and procedures.

**3. The Director of the Centre shall attend the meetings of the Advisory Committee and shall be entitled to vote.**

Article 4(3) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the attendance and voting rights of the Director of the Centre at meetings of the Advisory Committee. Here is an analysis of this provision:

1. **Director's Attendance:** According to this article, the Director of the Centre is required to attend the meetings of the Advisory Committee. The Director's attendance ensures the presence of the CRCICA's leadership at these meetings.
2. **Voting Entitlement:** The article further states that the Director of the Centre is entitled to vote at these meetings. This means that the Director has the right to participate in the decision-making process by casting votes on matters discussed during the Advisory Committee meetings.

Implications:

1. **Leadership Involvement:** Inclusion of the Director of the Centre in the Advisory Committee meetings demonstrates the active involvement of the CRCICA's leadership in the decision-making and advisory processes. It allows the Director to provide insights, perspectives, and guidance based on the Centre's strategic objectives and priorities.
2. **Voting Rights:** Granting the Director voting rights suggests that the Director's input and decisions can directly influence the outcomes of discussions and decisions made by the Advisory Committee. This can be significant, particularly on matters of strategic importance to the CRCICA.
3. **Director's Role:** The Director of the Centre often plays a pivotal role in the administration and management of the arbitration and dispute resolution processes. Their participation in the Advisory Committee meetings ensures alignment between the Committee's recommendations and the Centre's operational goals and objectives.
4. **Transparency and Accountability:** The provision that the Director can vote adds a layer of transparency and accountability to the decision-making process within the CRCICA. It ensures that decisions made by the Advisory Committee are made in consultation with the Centre's leadership.

In summary, Article 4(3) of Annex 4 to the CRCICA Rules mandates the Director of the Centre's attendance at Advisory Committee meetings and grants the Director the right to vote. This inclusion reflects the Centre's commitment to transparency, the involvement of leadership in advisory matters, and the alignment of decisions with the Centre's strategic direction.

4. **The meetings shall be presided over by the Chairperson or, in the event of his/her absence for any reason, they shall be presided over by the oldest Vice Chairperson. In the event of the absence of the Chairperson and both Vice Chairpersons, the Director of the Centre shall preside over the meetings of the Advisory Committee.**

Article 4(4) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules deals with the presiding officers at meetings of the Advisory Committee. Here is an analysis of this provision:

1. **Chairperson's Role:** The article states that the meetings of the Advisory Committee shall be presided over by the Chairperson. The Chairperson is typically the highest-ranking official within the Committee and holds a leadership position. Their role is to lead and facilitate discussions during the meetings.

2. **Vice Chairpersons:** In the event that the Chairperson is absent for any reason, the article provides that the meetings shall be presided over by the oldest Vice Chairperson. This hierarchy ensures a clear succession plan within the Committee's leadership structure. The Vice Chairpersons are next in line to assume the Chairperson's responsibilities when needed.
3. **Director's Role:** If both the Chairperson and the Vice Chairpersons are absent, the article designates the Director of the Centre to preside over the meetings. This provision highlights the importance of continuity and leadership in the absence of the Committee's elected officers.
4. **Contingency Planning:** The article's provisions are a form of contingency planning to ensure that meetings can proceed even when key leaders are unavailable. It ensures that there is always someone in charge to facilitate discussions and make decisions during Committee meetings.
5. **Stability and Order:** The clear hierarchy of leadership roles outlined in the article helps maintain stability and order within the Advisory Committee. It prevents disruptions in the event of leadership absences.
6. **Inclusivity:** By allowing the Director of the Centre to preside over meetings in the absence of the Chairperson and Vice Chairpersons, the article promotes inclusivity and collaboration between the Centre's leadership and the Advisory Committee.

In summary, Article 4(4) of Annex 4 to the CRCICA Rules establishes a clear hierarchy of presiding officers for Advisory Committee meetings, ensuring that meetings can proceed smoothly even in the absence of key leaders. This provision promotes stability, inclusivity, and effective decision-making within the Committee.

**5. A member of the Centre shall be selected to be in charge of the logistics and the preparation of the draft agenda of the Advisory Committee meetings in collaboration with the Director of the Centre.**

Article 4(5) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the logistics and preparation of the draft agenda for Advisory Committee meetings. Here is an analysis of this provision:

1. **Logistics and Agenda Preparation:** This article designates a member of the Centre to be responsible for handling the logistics and preparing the draft agenda for Advisory Committee meetings.
2. **Collaboration with the Director:** The member in charge of logistics and the draft agenda is expected to collaborate with the Director of the Centre. This collaboration ensures that the logistical arrangements for meetings run smoothly and that the agenda is well-prepared.
3. **Efficiency and Organisation:** By assigning responsibility for logistics and agenda preparation to a specific member, the article promotes efficiency and organisation in the planning and execution of Advisory Committee meetings.

4. **Clear Roles:** Designating a member for these tasks helps establish clear roles and responsibilities within the Committee, ensuring that logistical details are managed effectively.
5. **Director's Involvement:** Involving the Director of the Centre in the agenda preparation process ensures that the Centre's leadership is aware of and engaged in the matters to be discussed during Advisory Committee meetings.
6. **Collaborative Decision-Making:** Collaboration between the designated member and the Director reflects a collaborative approach to decision-making within the Centre, fostering cooperation and synergy.
7. **Transparency:** A well-prepared agenda ensures that meeting participants have a clear understanding of the topics to be discussed, promoting transparency in the Committee's activities.

In summary, Article 4(5) of Annex 4 outlines a practical approach to organizing and preparing for Advisory Committee meetings. It assigns responsibility for logistics and agenda preparation to a specific member while emphasizing collaboration with the Director of the Centre. This approach promotes efficiency, organisation, and transparency in the functioning of the Advisory Committee.

6. **The minutes of meetings shall be prepared to record the discussions held and different views, as well as the resolutions passed and recommendations made at the meetings. The minutes of meetings shall be approved by the Chairperson or his/her substitute, as well as by the Director of the Centre.**

Article 4(6) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules pertains to the preparation and approval of minutes of Advisory Committee meetings. Here is an analysis of this provision:

1. **Minutes of Meetings:** This article mandates the preparation of minutes for all Advisory Committee meetings. Minutes serve as an official record of the discussions, various viewpoints expressed, resolutions passed, and recommendations made during the meetings.
2. **Content of Minutes:** The minutes are expected to include a comprehensive account of the discussions and deliberations that took place. This ensures that the discussions and decisions made during the meetings are accurately documented.
3. **Record of Resolutions and Recommendations:** The minutes must record any resolutions passed and recommendations made during the meetings. This helps maintain a clear record of the Committee's actions and decisions.
4. **Approval Process:** The article specifies that the minutes should be approved by two key individuals:
5. **The Chairperson of the Advisory Committee or their substitute:** This ensures that the Chairperson, who presides over the meetings, has reviewed and approved the accuracy of the minutes.



6. The Director of the Centre: The involvement of the Centre’s Director in the approval process adds an additional layer of oversight and ensures that the Centre’s leadership is aware of the discussions and decisions made by the Advisory Committee.
7. Official Record: Approved minutes serve as an official record of the Committee’s activities. They can be referred to in the future for reference and to trace the evolution of discussions and decisions.
8. Transparency and Accountability: The requirement for approval by two key individuals, including the Chairperson, enhances transparency and accountability in the functioning of the Advisory Committee.
9. Legal Implications: Accurate and approved minutes can have legal implications in case there is a need to refer to past decisions or discussions, making them an important aspect of the Centre’s governance.

In summary, Article 4(6) emphasizes the importance of keeping accurate and comprehensive minutes of Advisory Committee meetings. These minutes are to be approved by the Chairperson or their substitute and the Director of the Centre. This ensures transparency, accountability, and a clear record of the Committee’s activities and decisions.

7. **Any member of the Committee who, without giving reasons, fails to participate in any of the works of the Committee at three consecutive meetings, shall be deemed to have revealed his/her wish to vacate his/her post.**

Article 4(7) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the situation where a member of the Advisory Committee repeatedly fails to participate in the Committee’s work. Here is an analysis of this provision:

1. Attendance Requirement: The article imposes an attendance requirement on members of the Advisory Committee. Specifically, it states that if a member fails to participate in the Committee’s work at three consecutive meetings, they will be deemed to have indicated their desire to vacate their position.
2. Reasonable Standard: Requiring attendance at meetings is a common practice in organisations to ensure that members actively contribute to the organisation’s objectives. In this case, it encourages members to actively engage in the work of the Advisory Committee.
3. No Specific Reasons Required: Importantly, the article does not require members to provide reasons for their absence. Instead, it focuses on the pattern of non-participation over three consecutive meetings.
4. Presumption of Voluntary Withdrawal: The provision creates a presumption that a member who repeatedly misses meetings wishes to vacate their position voluntarily. This presumption simplifies the process of managing inactive members and maintaining the Committee’s effectiveness.
5. Maintenance of Committee Functionality: The rule helps ensure that the Advisory Committee remains functional and engaged. It prevents situations where members hold positions but do not actively contribute to the Committee’s work.

6. **Practical Considerations:** While flexibility in attendance is necessary for legitimate reasons (e.g., scheduling conflicts, unexpected events), the rule is designed to address chronic absenteeism and encourage active participation.
7. **Fair Process:** It is important to note that this provision does not automatically remove a member but deems that the member has expressed a desire to vacate their post through their pattern of non-participation. The actual process for replacing a member may be determined by the Centre's procedures and policies.

In summary, Article 4(7) of Annex 4 establishes a rule regarding the attendance of members of the Advisory Committee. It deems that members who consistently fail to participate in three consecutive meetings have expressed their wish to vacate their position. This rule helps maintain the Committee's functionality and encourages active engagement among its members.

## ARTICLE 5 RESOLUTIONS OF THE ADVISORY COMMITTEE

- 1. Resolutions and recommendations of the Advisory Committee shall be made upon the approval of the majority of votes of the attending members. Resolutions and recommendations may be passed by circulation whenever deemed necessary.**

Article 5(1) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules pertains to how resolutions and recommendations are made by the Advisory Committee. Here is an analysis of this provision:

1. **Decision-Making Process:** The article outlines the decision-making process within the Advisory Committee. It states that resolutions and recommendations of the Committee shall be made upon the approval of the majority of votes of the attending members.
2. **Majority Approval:** To pass a resolution or make a recommendation, a majority of attending members must approve it. This means that more members must be in favour than opposed for a decision to be adopted.
3. **Transparency and Participation:** Requiring a majority vote ensures a degree of transparency and encourages active participation in the decision-making process. It also reflects the principle of democratic decision-making within the Committee.
4. **Flexibility:** The provision also allows for resolutions and recommendations to be passed by circulation whenever deemed necessary. This means that in certain situations, decisions can be made outside of formal meetings. Circulation allows members to express their views and vote on proposals even if they cannot attend a physical meeting.
5. **Efficiency:** Allowing for decisions by circulation can enhance the efficiency of the Advisory Committee's work, especially when there are time-sensitive matters or when members are geographically dispersed.
6. **Checks and Balances:** Requiring majority approval ensures that decisions are not made unilaterally but are subject to collective judgment. It prevents a single member or a small group of members from making decisions without broader support.

7. **No Specific Voting Procedure:** The provision does not specify a particular voting procedure, such as secret ballots or open voting. The rules regarding the voting process may be determined by the Committee's internal procedures and policies.

In summary, Article 5(1) of Annex 4 outlines the decision-making process of the Advisory Committee. Resolutions and recommendations require majority approval of attending members, reflecting a democratic and participatory approach. The provision also allows for decisions to be made by circulation for efficiency and flexibility, ensuring that the Committee can function effectively even when members cannot physically attend meetings.

## **2. In case of a tie vote, the Chairperson or his/her substitute shall have the casting vote.**

Article 5(2) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the situation of a tie vote within the Advisory Committee. Here is an analysis of this provision:

1. **Resolution of Ties:** This article outlines what happens in the event of a tie vote, which occurs when an equal number of members are in favour of and opposed to a resolution or recommendation.
2. **Casting Vote for Chairperson:** According to the provision, in case of a tie vote, the Chairperson of the Advisory Committee or their substitute is granted the casting vote. This means that the Chairperson has the authority to break the tie by casting a decisive vote in favour of one side or the other.
3. **Role of Chairperson:** The Chairperson plays a crucial role in maintaining the functioning of the Advisory Committee, especially in situations where members' votes are evenly split. The casting vote gives the Chairperson the responsibility and authority to make the final decision when the Committee is unable to reach a majority consensus.
4. **Chairperson's Substitute:** The provision also mentions that the casting vote can be exercised by the Chairperson's substitute if the Chairperson is unavailable or absent. This ensures continuity in decision-making even if the Chairperson is temporarily unable to fulfil their duties.
5. **Balancing Power:** Granting the casting vote to the Chairperson (or substitute) is a common practice in many organisations and committees. It helps ensure that decisions can be made promptly, even in situations where there is a deadlock. However, it is essential that this power is exercised judiciously and impartially to maintain the integrity of the decision-making process.

In summary, Article 5(2) of Annex 4 addresses tie votes within the Advisory Committee. It grants the Chairperson (or their substitute) the casting vote, allowing them to break ties and make decisive decisions when the Committee cannot reach a majority consensus. This provision helps maintain the efficiency and functionality of the Committee in situations where votes are evenly split.

## **3. The Chairperson of the Advisory Committee or his/her substitute may issue decisions on behalf of the Advisory Committee in case of urgent matters, and shall notify the Advisory Committee of such decisions made on behalf thereof.**

Article 5(3) of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the authority of the Chairperson or their substitute to issue decisions on behalf of the Advisory Committee in case of urgent matters. Here is an analysis of this provision:

1. **Authority in Urgent Matters:** This article grants the Chairperson of the Advisory Committee or their substitute the authority to make decisions on behalf of the Committee in situations deemed urgent. Urgent matters typically require immediate attention and cannot wait for the next scheduled Committee meeting or the usual decision-making process.
2. **Flexibility and Efficiency:** The provision is designed to ensure that the Advisory Committee can respond swiftly and efficiently to urgent issues that may arise. It acknowledges that certain matters may require immediate action to address and resolve.
3. **Notification Requirement:** While the Chairperson or substitute is empowered to make decisions in urgent cases, the article also imposes an important requirement. It states that the Chairperson or their substitute must notify the Advisory Committee of any decisions made on behalf of the Committee. This notification ensures transparency and allows the Committee to be informed of actions taken in its name.
4. **Balancing Expediency and Accountability:** Granting the Chairperson or their substitute the authority to act in urgent matters strikes a balance between expediency and accountability. It enables timely responses to critical issues while ensuring that the Committee remains aware of and can review decisions made on its behalf.
5. **Collective Decision-Making:** While this article provides for individual action in urgent situations, it is important to note that the normal decision-making process of the Advisory Committee involves collective input and voting by its members. The Chairperson's authority to act alone is reserved for exceptional cases.

In summary, Article 5(3) of Annex 4 addresses the handling of urgent matters by granting the Chairperson or their substitute the authority to issue decisions on behalf of the Advisory Committee in such cases. However, it emphasizes the importance of notifying the Committee about these decisions to maintain transparency and accountability within the organisation.

## ARTICLE 6 SUB-COMMITTEES OF THE ADVISORY COMMITTEE

**The Advisory Committee may form sub-committee(s) from among its members to be assigned certain tasks during the periods falling between the meetings of the Advisory Committee. The Advisory Committee shall review and approve the reports of such sub-committees and shall make the necessary decisions and recommendations in regard thereof. The sub-committees shall be in charge of setting the necessary rules and procedures regulating the accomplishment of their assigned missions.**

Article 6 of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules pertains to the formation and functioning of sub-committees within the Advisory Committee. Here is an analysis of this provision:

1. **Formation of Sub-Committees:** This article empowers the Advisory Committee to create sub-committees from among its members. These sub-committees are established to handle specific tasks or responsibilities during the periods between the regular meetings of the Advisory Committee. Sub-committees are a common practice in organisational structures, allowing for more focused and efficient work on particular matters.
2. **Assignment of Tasks:** The sub-committees are assigned particular tasks or missions by the Advisory Committee. These tasks could relate to various aspects of the CRCICA's operations, such as rule amendments, policy development, or specific projects. Assigning tasks to sub-committees enables the Advisory Committee to divide its workload and expertise effectively.
3. **Reports and Recommendations:** The sub-committees are required to prepare reports on their activities and findings. These reports are then reviewed and approved by the Advisory Committee. This ensures that the work of sub-committees aligns with the goals and objectives of the Advisory Committee as a whole. The Advisory Committee also has the authority to make decisions and recommendations based on the sub-committee reports.
4. **Regulation of Sub-Committees:** The article specifies that the sub-committees are responsible for setting rules and procedures governing the accomplishment of their assigned missions. This self-regulation allows sub-committees to establish guidelines and workflows that are tailored to the specific tasks they are handling.
5. **Efficiency and Expertise:** The use of sub-committees is intended to enhance the efficiency of the Advisory Committee's work by utilizing the expertise and resources of its members effectively. It enables the Committee to address various matters simultaneously and in a more specialized manner.
6. **Coordination with the Advisory Committee:** While sub-committees have a degree of autonomy in managing their tasks, their work is ultimately subject to the oversight and approval of the Advisory Committee. This ensures that decisions and recommendations made by sub-committees align with the broader objectives of the CRCICA.

In summary, Article 6 of Annex 4 allows the Advisory Committee to create sub-committees to handle specific tasks or missions, review their reports, and make necessary decisions and recommendations. This approach enhances the efficiency and expertise of the Advisory Committee in managing its responsibilities.

## ARTICLE 7

### APPOINTMENT OF MEMBERS OF THE ADVISORY COMMITTEE AS ARBITRATORS

**Parties to arbitration may appoint the members of the Advisory Committee as arbitrators. Likewise, the Centre may nominate the members of the Advisory Committee to act as arbitrators by way of the list procedure, according to the Centre's Arbitration Rules. In case the parties fail to reach an agreement regarding the appointment of an arbitrator as per this procedure, the Centre, in making the appointment, shall not appoint a member of the Advisory Committee as arbitrator.**

Article 7 of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules addresses the appointment of members of the Advisory Committee as arbitrators in arbitration proceedings. Here is an analysis of this provision:

1. **Party Appointment of Advisory Committee Members as Arbitrators:** This article allows parties involved in arbitration proceedings to appoint members of the Advisory Committee as arbitrators. In international commercial arbitration, the parties often have the autonomy to choose their arbitrators, and this provision extends that autonomy to include members of the Advisory Committee.
2. **Centre's Nomination of Advisory Committee Members as Arbitrators:** The article also permits the Centre (CRCICA) to nominate members of the Advisory Committee to act as arbitrators using the list procedure, which is a common method of arbitrator appointment in many arbitration rules. The list procedure involves providing the parties with a list of potential arbitrators, from which the parties can select their preferred arbitrator(s).
3. **Limitation on Centre's Appointment:** In the event that the parties do not reach an agreement regarding the appointment of an arbitrator through the list procedure, the Centre is restricted from appointing a member of the Advisory Committee as an arbitrator. This limitation is likely intended to ensure the impartiality and independence of the arbitration process.
4. **Impartiality and Neutrality:** The provision reflects the importance of impartiality and neutrality in arbitration. By preventing the Centre from appointing Advisory Committee members in cases of disagreement between the parties, it helps maintain the perception of fairness in the arbitration process.
5. **Preservation of Party Autonomy:** The article acknowledges the parties' autonomy in selecting their arbitrators. This autonomy is a fundamental principle of arbitration, as it allows parties to have a say in who will adjudicate their dispute, potentially contributing to a more satisfactory resolution.
6. **Balancing Autonomy and Neutrality:** While parties have the freedom to appoint Advisory Committee members as arbitrators, the provision ensures a balance by limiting the Centre's role in such appointments to safeguard the impartiality and neutrality of the arbitral tribunal.

In summary, Article 7 of Annex 4 allows parties to appoint members of the Advisory Committee as arbitrators and permits the Centre to nominate them using the list procedure. However, it imposes a limitation on the Centre's appointment authority to ensure fairness and neutrality in arbitration proceedings, particularly when the parties cannot agree on the appointment of an arbitrator. This provision seeks to strike a balance between party autonomy and the integrity of the arbitration process.

## **ARTICLE 8 CONFLICT OF INTEREST OF MEMBERS OF THE ADVISORY COMMITTEE**

**For the purpose of the selection of an impartial and independent member or the composition of a tripartite ad hoc committee by the Centre from among the members of the Advisory Committee for**

**deciding on challenges and requests to remove arbitrators and emergency arbitrators, members having any recognizable conflict of interest shall be avoided.**

Article 8 of Annex 4 to the 2024 CRCICA (Cairo Regional Centre for International Commercial Arbitration) Rules pertains to the selection of impartial and independent members or the composition of tripartite ad hoc committees from among the members of the Advisory Committee in cases involving challenges, requests to remove arbitrators, and emergency arbitrators. Here is an analysis of this provision:

1. **Objective of Impartiality and Independence:** This article underscores the importance of impartiality and independence in the context of arbitration proceedings. Impartiality ensures that decisions are made without bias, and independence ensures that decision-makers are free from any external influence or conflicts of interest.
2. **Conflict of Interest Avoidance:** The article explicitly requires that members of the Advisory Committee who have any recognizable conflict of interest must be avoided when selecting individuals for these roles. This is a crucial safeguard to maintain the integrity of the arbitration process.
3. **Preserving Neutrality:** By avoiding members with conflicts of interest, the CRCICA aims to preserve the neutrality and fairness of the process. Arbitrators and individuals involved in decisions related to challenges and removal of arbitrators must not have any direct or indirect interests that could compromise their impartiality.
4. **Ensuring Trust in the Process:** Maintaining the trust and confidence of the parties in the arbitration process is essential. Parties are more likely to accept decisions when they believe that the individuals making those decisions are impartial and free from conflicts of interest.
5. **Application to Various Scenarios:** The provision applies to multiple scenarios, including challenges and requests to remove arbitrators and emergency arbitrators. This broad scope demonstrates the CRCICA's commitment to ensuring fairness and impartiality throughout the arbitration proceedings.
6. **Advisory Committee's Role:** The article leverages the Advisory Committee's expertise and experience in international arbitration. It relies on its members to serve as impartial and independent decision-makers in cases where challenges or removal of arbitrators are at issue.
7. **Alignment with International Arbitration Standards:** The requirement to avoid members with conflicts of interest aligns with international standards of arbitration, which emphasize the importance of impartiality and independence among arbitrators and decision-makers.

In summary, Article 8 of Annex 4 underscores the significance of impartiality and independence in arbitration proceedings. It explicitly states that members of the Advisory Committee with conflicts of interest must be avoided when selecting individuals to handle challenges, removals of arbitrators, and matters related to emergency arbitrators. This provision helps maintain trust and confidence in the arbitration process by ensuring that decision-makers are free from any biases or external influences.

## MODEL ARBITRATION CLAUSES

### CRCICA MODEL ARBITRATION CLAUSE FOR FUTURE DISPUTES

For contracting parties who wish to have future disputes referred to arbitration under the CRCICA Arbitration Rules, the following clause is recommended:

Any dispute, controversy or claim arising out of or relating to this contract, including but not limited to its interpretation, execution, the termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Cairo Regional Centre for International Commercial Arbitration.

**Note: Parties should consider adding:**

- a. **The number of arbitrators shall be ... (1);**
- b. **The place of arbitration shall be ... (city and country); and**
- c. **The language to be used in the arbitral proceedings shall be...**

**Note: Parties may consider adding:**

- **The time limit within which the arbitral tribunal shall make its final award shall be... ;**
- **The governing law of the arbitration agreement; and**
- **The governing law of the contract [is/shall be] the substantive law of (country or state).**

The provided text outlines an arbitration clause that parties can include in their contracts to address future disputes. Here is an analysis of this CRCICA Arbitration Clause for Future Disputes:

1. **Scope of Disputes:** The clause covers a broad range of disputes, controversies, or claims that may arise from the contract. This includes disputes related to the contract's interpretation, execution, termination, or invalidity. By using this clause, parties agree to resolve such disputes through arbitration.
2. **Choice of Arbitration Rules:** The clause specifies that the arbitration will be conducted in accordance with the Arbitration Rules of the Cairo Regional Centre for International Commercial Arbitration (CRCICA). This choice of rules provides a framework for the arbitration process, including procedures, timelines, and the role of the CRCICA in administering the arbitration.
3. **Customisation Options:** The clause encourages parties to customize certain elements of the arbitration process. It suggests that parties may consider specifying:
  - a. **The number of arbitrators:** Parties can determine whether there will be a single arbitrator or a panel of arbitrators.
  - b. **The place of arbitration:** Parties can select the city and country where the arbitration hearings will take place.



- c. The language of proceedings: Parties can choose the language in which the arbitration proceedings will be conducted, ensuring clarity and accessibility for all involved parties.
4. Additional Customisation: The clause also suggests that parties may include additional provisions, such as:
  - a. Setting a time limit for the arbitral tribunal to make its final award, ensuring a timely resolution.
  - b. Specifying the governing law of the arbitration agreement, which determines the legal framework under which the arbitration will be conducted.
  - c. Stating the governing law of the contract, which identifies the substantive law applicable to the contract itself.
5. Flexibility and Clarity: This arbitration clause provides parties with flexibility to tailor the arbitration process to their specific needs and preferences. It also promotes clarity by encouraging parties to specify key details in advance, reducing potential disputes over procedural issues later on.
6. Enforceability: Including an arbitration clause in a contract is a common practice in international commercial agreements. It provides a mechanism for resolving disputes outside of national courts and can lead to more efficient and confidential proceedings.

In summary, the CRCICA Arbitration Clause for Future Disputes is a comprehensive and flexible provision that allows parties to agree to resolve disputes through arbitration while providing options for customisation. It encourages parties to consider important aspects of the arbitration process in advance, promoting clarity and efficiency in dispute resolution.

#### **CRCICA MODEL ARBITRATION AGREEMENT FOR EXISTING DISPUTES**

**If a dispute has arisen, but there is no agreement between the parties to arbitrate, they may find an agreement to resolve their dispute by arbitration as follows:**

**“The undersigned parties hereby agree to submit their dispute arising out of [name/date of the Contract, if any] and relating to [the description of the disputed issues], to final determination by arbitration in accordance with the Arbitration Rules of the Cairo Regional Centre for International Commercial Arbitration.**

**Note: Parties should consider adding:**

- a. **The number of arbitrators shall be ... (2);**
- b. **The place of arbitration shall be [city and country]; and**
- c. **The language to be used in the arbitral proceedings shall be ...**

**Note: Parties may consider adding:**

- **The time limit within which the arbitral tribunal shall make its final award shall be... ;**
- **The governing law of the arbitration agreement; and**
- **The governing law of the contract [is/shall be] the substantive law of ... “**

The CRCICA Model Arbitration Agreement for Existing Disputes is a template clause that parties can use to agree to resolve an existing dispute through arbitration. Here is an analysis of this model agreement:

1. **Scope of Agreement:** The agreement is intended for situations where a dispute has already arisen between the parties, but there was no prior agreement to arbitrate. It allows the parties to voluntarily opt for arbitration to resolve their dispute.
2. **Reference to Specific Dispute:** The clause identifies the dispute that the parties intend to submit to arbitration. This includes referencing the contract (if any) from which the dispute arises and providing a description of the disputed issues. This specificity helps in clearly defining the scope of the arbitration.
3. **Choice of Arbitration Rules:** The agreement specifies that the arbitration will be conducted in accordance with the Arbitration Rules of the Cairo Regional Centre for International Commercial Arbitration (CRCICA). This choice of rules outlines the procedural framework for the arbitration, including the role of CRCICA in administering the process.
4. **Customisation Options:** Similar to the previous clause, this model agreement encourages parties to customize certain elements of the arbitration process. Parties are prompted to consider:
  - a. **The number of arbitrators:** They can specify whether there will be a single arbitrator or a panel of arbitrators.
  - b. **The place of arbitration:** Parties can select the city and country where the arbitration hearings will take place.
  - c. **The language of proceedings:** Parties can choose the language in which the arbitration proceedings will be conducted.
5. **Additional Customisation:** The agreement suggests that parties may include additional provisions, such as:
  - a. **Setting a time limit for the arbitral tribunal to make its final award, ensuring a timely resolution.**
  - b. **Specifying the governing law of the arbitration agreement, which determines the legal framework under which the arbitration will be conducted.**
  - c. **Stating the governing law of the contract, clarifying the substantive law applicable to the contract itself.**

6. **Enforceability:** This model agreement provides a mechanism for parties to resolve an existing dispute through arbitration, even if they had not originally agreed to arbitration in their contract. It reflects a consensual decision to resolve the dispute in this manner, which is generally enforceable under international arbitration laws.
7. **Flexibility:** Like the previous model clause, this agreement is flexible and allows parties to tailor the arbitration process to their specific needs and preferences, thereby promoting efficiency and clarity in dispute resolution.

In summary, the CRCICA Model Arbitration Agreement for Existing Disputes offers parties a structured template to voluntarily agree to arbitration for the resolution of an existing dispute. It provides flexibility for customisation and encourages parties to address key arbitration process details in advance. This agreement is a useful tool for parties seeking an alternative to litigation for their ongoing disputes.

#### **CRCICA MODEL ARBITRATION CLAUSE UNDER CRCICA EXPEDITED ARBITRATION RULES**

**Any dispute, controversy or claim arising out of or relating to this contract, including but not limited to interpretation, execution, termination or invalidity thereof, shall be settled by arbitration in accordance with the CRCICA Expedited Arbitration Rules.**

**Note: Parties should consider adding:**

- a. **The place of arbitration shall be [city and country]; and**
- b. **The language to be used in the arbitral proceedings shall be ...**

**Note: Parties may consider adding:**

- **The governing law of the arbitration agreement; and**
- **The governing law of the contract [is/shall be] the substantive law of ...”**

The CRCICA Model Arbitration Clause under CRCICA Expedited Arbitration Rules is a template clause that parties can include in their contracts to specify arbitration procedures for expedited dispute resolution. Here is an analysis of this model clause:

1. **Scope of Agreement:** The clause covers a broad range of disputes, including those related to the interpretation, execution, termination, or invalidity of the contract. This scope is typical for arbitration clauses and ensures that most contractual disputes can be resolved through arbitration.
2. **Reference to Specific Arbitration Rules:** The clause specifies that the arbitration will be conducted in accordance with the CRCICA Expedited Arbitration Rules. This choice of rules sets out the procedural framework for expedited arbitration and is essential for governing the arbitration process.
3. **Customisation Options:** The model clause encourages parties to customize certain elements of the arbitration process. It suggests that parties may consider:

- a. The place of arbitration: Parties can specify the city and country where the arbitration hearings will take place.
  - b. The language of proceedings: Parties can choose the language in which the arbitration proceedings will be conducted.
4. Additional Customisation: The clause further suggests that parties may include additional provisions, such as:
- a. Specifying the governing law of the arbitration agreement, which determines the legal framework under which the arbitration will be conducted.
  - b. Stating the governing law of the contract, clarifying the substantive law applicable to the contract itself.
5. Expedited Arbitration: By referring to the CRCICA Expedited Arbitration Rules, this clause indicates the intention to use a streamlined and faster arbitration procedure. Expedited arbitration is often preferred when parties seek a quicker resolution to their disputes compared to regular arbitration.
6. Enforceability: This model clause reflects the parties' mutual agreement to resolve disputes through expedited arbitration under CRCICA rules. Such agreements are generally enforceable under international arbitration laws.
7. Flexibility: Like other CRCICA model clauses, this arbitration clause provides flexibility for parties to tailor the arbitration process to their specific needs and preferences. It allows for customisation while providing a standardized framework for expedited arbitration.

In summary, the CRCICA Model Arbitration Clause under CRCICA Expedited Arbitration Rules is a versatile template for parties who wish to include an expedited arbitration provision in their contracts. It specifies the choice of rules and encourages parties to address important details, such as the place of arbitration and the language of proceedings. This clause facilitates efficient and cost-effective dispute resolution for contractual matters.



### DUBAI

Galadari Building  
Al Ghubaiba Street  
Al Souq Al Kabeer  
P.O. Box 7992  
Dubai, UAE

### DIFC

Gate Precinct Building  
5 Sheikh Zayed Road  
DIFC  
P.O. Box 50696  
Dubai, UAE

### ABU DHABI

Addax Tower  
Hydra Avenue  
Al Reem Island  
P.O. Box 47634  
Abu Dhabi, UAE

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