

مركز أبوظبي الدولي للتحكيم  
Abu Dhabi International Arbitration Centre

# Arbitration Rules

1 February 2024



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## General Provisions and Definitions

### Article 1 - Scope of Application

1. These Rules shall apply where parties agree to refer their Disputes to arbitration under the Rules, or to the Centre, or to the Abu Dhabi Chamber of Commerce.
2. The Rules shall apply where parties have agreed to submit their Disputes to arbitration under the ADCCAC Rules, except that Articles 35 and 36 shall not apply unless expressly agreed.
3. These Rules shall come into force on 1 February 2024 and, unless otherwise agreed by the parties, shall apply to any arbitration which is commenced on or after that date.
4. The Rules shall apply to all arbitrations administered by the Centre except that, where any such Rule is in conflict with any provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail. The Tribunal may apply these Rules in any manner that it considers appropriate under the circumstances of the case. Further, where the Rules are silent on an issue, unless the parties have agreed otherwise, the Tribunal may decide how to address the issue after hearing the parties.
5. By agreeing to arbitration under the Rules, a party shall be deemed to have agreed that the arbitration shall be administered by the Centre.
6. The parties to an *ad hoc* arbitration may agree to designate the Centre as appointing authority without referring their arbitration to the provisions contained in these Rules, and the Court shall appoint the Tribunal in the same manner as it would for an arbitration under the Rules, applying Article 14(2).
7. The English version of the Rules shall prevail over any other language version of the Rules in case of discrepancy or inconsistency.

## Article 2 - Definitions

The following words and terms shall have the meanings set forth below when used in these Rules:

1. “ADCCAC Rules”: the 1993 or the 2013 versions (as applicable) of the Procedural Regulations of Arbitration of the Abu Dhabi Commercial Conciliation and Arbitration Centre;
2. “ADGM”: the Abu Dhabi Global Market, an international financial centre and free zone located on Al Maryah Island in Abu Dhabi;
3. “Administrative Fee”: the fees charged by the Centre for the administration of arbitrations, as described in Article 52 and the Schedule of Fees;
4. “Answer”: the Answer to the Request for Arbitration submitted by the Respondent pursuant to Article 7;
5. “Arbitration Agreement”: any agreement of the parties to arbitrate;
6. “Award”: any award issued by a Tribunal or Emergency Arbitrator, including, *inter alia*, interim, provisional, precautionary, partial, final, additional or consent awards;
7. “Award Checklist”: a periodic resource provided by the Centre to arbitrators acting under the Rules;
8. “Business Day”: a working day in which business is conducted as usual, according to the official calendar of the place where a notification or correspondence is to be received;
9. “Case Management Office”: the Registrar, Deputy Registrar, and Legal Counsel, which administer the arbitration proceedings according to the Rules;
10. “Centre”: the Abu Dhabi International Arbitration Centre;
11. “Claim” or “Claims”: any claim or claims by any party against any other party;
12. “Claimant” or “Claimants”: the party or parties requesting arbitration;
13. “Commencement Date”: the date on which the arbitration is deemed to have been commenced pursuant to Article 6(2);
14. “Counterclaim” or “Counterclaims”: any Claim or Claims brought in response to another party’s Claim or Claims;
15. “Court”: the Centre’s Court of Arbitration as described in Article 3, which may act through the President of the Court or by delegation to any committee of the Court, except for decisions on challenges under Article 16;
16. “Dispute” or “Disputes”: any existing or future dispute, controversy or claim of any nature submitted to arbitration under these Rules;
17. “Emergency Arbitrator”: a sole arbitrator appointed to address an application for urgent Preliminary Measures pursuant to Article 35, prior to the Tribunal being constituted;
18. “List of Arbitrators”: a list of individuals who have experience in international arbitration made available on the Centre’s website, and updated from time to time, including possible candidates for consideration to serve as arbitrators in arbitrations under the Rules;
19. “Order”: any decision by a Tribunal or Emergency Arbitrator that is not an Award;

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20. "Preliminary Measures": any interim, preliminary, provisional, or precautionary measures;
  21. "President of the Court": the President of the Centre's Court of Arbitration, including, by delegation, any Vice-President, member, or committee of the Court;
  22. "Registrar": a member of the Secretariat, who is responsible for the Case Management Office, which administers arbitration proceedings according to the Rules;
  23. "Request": the Request for Arbitration submitted by the Claimant pursuant to Article 6;
  24. "Request for Consolidation": a request to consolidate two or more arbitrations pending under the Rules into a single arbitration, pursuant to Article 12;
  25. "Request for Joinder": a request that a party be joined to an arbitration pursuant to Article 11;
  26. "Respondent" or "Respondents": the party or parties against whom Claims in the arbitration are brought;
  27. "Rules": the instant rules of the Centre, which govern arbitration proceedings administered by the Centre;
  28. "Schedule of Fees": the table of the fees referred to in the Rules, as contained in Annex 1, as modified from time to time;
  29. "Seat": legal place of the arbitration and place where any Order or Award is made, which may differ from the Venue;
  30. "Secretariat": the administrative body of the Centre, made up of the Executive Director and the Case Management Office;
  31. "Terms of Reference": an agreement of the parties and the Tribunal as described in Article 24;
  32. "Tribunal": the arbitrator or arbitrators appointed to resolve a Dispute referred to arbitration under the Rules;
  33. "Venue": the physical location of the arbitration hearings or meetings, as determined by the Tribunal pursuant to Article 33(2)(i), and which may differ from the Seat; and
  34. "Written Communications": any written notices, correspondence, proposals, submissions, or other documents in writing.

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### Article 3 - Court of Arbitration

1. The Court is an independent administrative body of the Centre.
2. The Court has supervisory authority over the arbitration and dispute resolution services offered by the Centre under the Rules and is independent from the Abu Dhabi Chamber of Commerce.
3. The Court does not adjudicate or resolve Disputes; the Court facilitates the resolution of Disputes by the Tribunal under the Rules. The Court carries out all functions attributed to it under the Rules. The Court's functions include, *inter alia*, the appointment and replacement of arbitrators, the resolution of challenges to arbitrators or Arbitration Agreements, the disposition of Requests for Joinder and Requests for Consolidation, and the scrutiny of Awards.
4. The reasoning of the Court's decisions shall not be communicated to the parties, save for a summary of the reasoning of decisions on a challenge to an arbitrator's appointment. In exceptional circumstances, the Court may decide not to communicate the reasons for these decisions.
5. In handling its responsibilities, the Court is assisted by the Secretariat.

### Article 4 - Representation of Parties

1. Subject to the other provisions of this Article 4, the parties may appoint representatives of their choosing to represent them in an arbitration under these Rules.
2. Each party shall forthwith inform the other party(ies), the Case Management Office, and the Tribunal (if constituted) in writing of the contact details of each party and their representative(s) (including their names, addresses, and means of communication) and of any change in its representation.
3. Upon the receipt of notice of a new party representative, after hearing the parties, the Tribunal shall have the authority to order steps to avoid any conflict of interest or other impact on the proceedings, such as undue delay, which might result from the change or addition of the new party representative, including by ordering the exclusion of the representatives from participation in the proceedings.
4. The Tribunal or the Case Management Office may at any time require a party representative to provide a power of attorney or proof of authority.

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#### Article 5 - Notices, Correspondence, and Time Limits

1. Written Communications in the arbitration from any party or party representative to the Tribunal shall be copied to the Case Management Office and all other parties.
2. Except as otherwise ordered by the Tribunal, all Written Communications in the arbitration shall be exchanged digitally, or, if a party does not have reasonable access to a means of digital communications, by recognized courier or registered mail to the last known address of the addressee, or by any other means of communication agreed upon by the parties, which is capable of providing a record of the sending thereof.
3. Written Communications sent in accordance with Paragraph 2 above shall be deemed to have been received by the addressee, on the date they were sent by digital communications, or for courier and registered mail, on the date they would normally have been received given the means of communication used.
4. Dates and periods of time provided for in the Rules shall be calculated as from the next Business Day following the day on which the notice or correspondence is considered to have been received in accordance with this Article. If the day following such date is a non-Business Day at the Seat, the period shall start to run from the first Business Day following the date on which the notice or correspondence has been delivered. Except as otherwise expressly provided, days shall mean calendar days, such that official public holidays or non-Business Days falling within the time period shall be included in calculating the period. Nevertheless, if the last day of the period is an official public holiday or a non-Business Day in the place of the Seat, the prescribed time period shall expire at the end of the first following Business Day.
5. Unless the Tribunal determines or the parties agree otherwise, provisions of this Article shall also apply to the submission of written statements by the parties.



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## Initiating the Arbitration Proceedings

### Article 6 - Request for Arbitration

1. A Claimant wishing to initiate an arbitration under the Rules shall file a Request with the Case Management Office, which must include:
  - i. the names in full, addresses, and contact details, including email addresses and telephone numbers, if known, of all parties to the arbitration and their representative(s), if any;
  - ii. a description of the nature and circumstances of the Dispute, of the relief claimed, of the legal basis on which the relief is claimed, and, where possible, an initial quantification of the amount claimed;
  - iii. a reference to and, where possible, a copy of the Arbitration Agreement(s) under which each Claim is made and any contract(s) or other instrument(s) related to the Claim;
  - iv. the number of arbitrator(s) and any nomination of an arbitrator required pursuant to Article 13;
  - v. comments as to the Seat of the arbitration, the applicable rules of law and the language of the arbitration;
  - vi. proof of payment of the requisite filing fee, in accordance with Article 49 and the Schedule of Fees; and
  - vii. any other document or information the Claimant may consider appropriate to facilitate the efficient resolution of the Dispute.
2. Unless the parties agree otherwise, the Commencement Date of the arbitration shall be the date on which the Case Management Office receives the Request. In the event the proof of payment of the requisite filing fee does not accompany the Request, but the Claimant pays such a fee and submits the proof of payment to the Case Management Office in the manner set forth in Paragraph 3 of this Article, such payment shall not affect the Commencement Date of the arbitration.
3. Where the Claimant fails to substantially comply with the requirements for filing a Request, as set out in Paragraph 1 above, the Case Management Office shall notify the Claimant and set a time limit for remedying such defect(s), which shall not exceed ten Business Days after receipt of notification from the Case Management Office. In the event the Claimant fails to satisfactorily remedy such defects after being notified, the Case Management Office may terminate the arbitration, without prejudice to the Claimant's right to re-commence the arbitration in the future.
4. Where the Case Management Office determines that all requirements for the filing of a Request for Arbitration have been satisfied, the Case Management Office shall deliver a copy of the Request and the corresponding documents to the Respondent(s) and shall notify all the parties of the Commencement Date of the arbitration.

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### Article 7 - Answer to the Request for Arbitration; Counterclaims

1. The Respondent shall file with the Case Management Office, with copies to the Claimant(s), an Answer within 21 days of receipt of the Request (unless extended by the Case Management Office pursuant to a reasoned request by the Respondent). If there is more than one Respondent, each Respondent shall file an Answer to the Request, which may be filed jointly or individually. The Answer(s) shall include:
  - i. names in full, addresses, and contact details, including telephone numbers and email addresses of the Respondent(s) and its representatives, if any;
  - ii. a response to the relief claimed, including to the legal basis on which the relief is claimed, and any initial quantification of the amount claimed, as well as any comments as to the nature and circumstances of the Dispute;
  - iii. a description of any Counterclaims, of the nature and circumstances of the Dispute, of the basis on which the relief is claimed, and, where possible, an initial quantification of the amount claimed;
  - iv. where any Counterclaim is raised, a reference to and, where possible, a copy of the Arbitration Agreement(s) under which each Counterclaim is made and any contract or other instrument out of or in relation to which the Dispute arises;
  - v. comments concerning the number of arbitrators and their choice in accordance with Article 13, and any nomination of an arbitrator required thereby;
  - vi. comments as to the Seat of the arbitration, the applicable rules of law and the language of the arbitration;
  - vii. proof of payment of the requisite filing fee for any Counterclaim, in accordance with Article 49 and the Schedule of Fees; and
  - viii. any other document or information the Respondent may consider appropriate to facilitate the efficient resolution of the Dispute.
2. Where the Respondent fails to substantially comply with any of the requirements for filing an Answer, as set out in Paragraph 1 above, the Case Management Office shall notify the Respondent and set a time limit for remedying such defect(s), which shall not exceed ten Business Days after receipt of the notification from the Case Management Office. Failure by the Respondent to submit an Answer or to satisfactorily remedy the defect(s) shall not prevent the arbitration from proceeding.
3. Where the Respondent files any Counterclaim but fails to substantially comply with the requirements set out in Paragraph 1 above, the Case Management Office shall notify the Respondent and set a time limit for remedying such defect(s), which shall not exceed ten Business Days after receipt of the notification from the Case Management Office. In the event the Respondent fails satisfactorily to remedy the defect(s), the Counterclaim(s) may be dismissed by the Case Management Office, without prejudice, and the arbitration shall proceed without consideration of the Counterclaim(s).
4. Where the Respondent files any Counterclaims, the Claimant shall submit a reply to such Counterclaim(s) within 21 days from receipt of the Answer containing the Counterclaim (unless extended by the Case Management Office pursuant to a reasoned request by the Claimant), including the information required pursuant to Paragraph 1(ii) of this Article.

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### Article 8 - Effect of the Arbitration Agreement and Jurisdiction

1. Before the constitution of the Tribunal, a party may request the Court to rule on whether the Centre has jurisdiction to administer the arbitration. The Court shall afford the parties a reasonable opportunity to be heard in relation to the challenge. The arbitration shall proceed if the Court is *prima facie* satisfied that the Centre has jurisdiction to administer the arbitration. If the Court is not satisfied of the Centre's *prima facie* jurisdiction, the Request shall be dismissed, without prejudice to the Claimant's right to re-file its Request.
2. Any decision by the Court under Paragraph 1 above is without prejudice to the Tribunal's authority to rule on its own jurisdiction or on the admissibility or merits of any party's Claims.
3. After the Tribunal has been constituted, it shall be for the Tribunal to decide any challenge to its jurisdiction.
4. The Tribunal shall have the authority to decide any issues as to its own jurisdiction and to interpret and enforce the Arbitration Agreement, notwithstanding any contention that the underlying contract is non-existent, null and void, or unenforceable. The parties' Arbitration Agreement shall be deemed to be an independent agreement separate from the underlying contract.
5. Any challenge to the Tribunal's jurisdiction shall be submitted to the Tribunal no later than the Statement of Defence or a Statement of Defence to a Counterclaim, unless the Tribunal decides that such challenge can be filed later. The Tribunal may, in its discretion, rule on a jurisdictional challenge at any time during the course of the arbitration and in any manner it considers appropriate.
6. The fact that a party has nominated, or has participated in the nomination of, an arbitrator, shall not preclude it from raising any jurisdictional challenge.

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## Multiple Parties, Multiple Contracts, Joinder and Consolidation

### Article 9 - Multiple Parties

1. Prior to the Tribunal being constituted, and in case there are more than two parties to an arbitration, any party may assert Claims against any other party.
2. After the Tribunal has been constituted, parties may assert new Claims only pursuant to and subject to the provisions of Article 30.
3. Every new Claim asserted pursuant to this Article shall comply with the requirements of Article 6(1)(ii) and (iii).
4. At the time of filing, the party asserting new Claims in the arbitration shall present proof of payment of the requisite filing fee, in accordance with Article 49 and the Schedule of Fees.

### Article 10 - Single Arbitration under Multiple Contracts

1. A party may bring a single arbitration asserting Claims arising out of or in connection with more than one contract or more than one Arbitration Agreement.
2. If a 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 if the Court so decides. After determining that the Court is *prima facie* satisfied that the Centre may have jurisdiction over the Dispute, the Court shall decide on the objection by consulting with the parties and having regard to:
  - i. whether the Arbitration Agreements under which the Claims are made are compatible;
  - ii. whether the relief sought arises out of the same transaction or series of transactions, including where the Disputes arise out of contracts consisting of a principal contract and its ancillary contract(s);
  - iii. the efficiency and expeditiousness of the proceedings; and
  - iv. any other relevant circumstances.
3. If the Court decides that the Claims should not proceed in a single arbitration, the Claims shall be deemed to have been made through multiple arbitrations, one under each Arbitration Agreement.
4. A decision by the Court regarding an objection under this Article is without prejudice to the Tribunal's authority to decide any question as to its jurisdiction arising from such decision.
5. The party shall pay the respective filing fees for each arbitration it is deemed to have commenced.
6. The Commencement Date of each arbitration shall be the date on which the Claims to which they relate were first asserted. If an arbitration encompasses Claims asserted on different dates, the earliest date shall be the Commencement Date of the arbitration.

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### Article 11 - Joinder

1. A party to the arbitration or a third party may request that the Court join one or more additional parties to the arbitration.
2. The Request for Joinder shall be filed with the Case Management Office, with copies to the other party(ies). Subject to Paragraph 8, any Request for Joinder must be filed no later than at the time the Answer is filed. Article 6(1) shall apply *mutatis mutandis* to a Request for Joinder.
3. The additional party shall, as soon as is reasonably possible but no later than 14 days after receiving a Request for Joinder, provide an Answer to the Request for Joinder (unless extended by the Case Management Office pursuant to a reasoned request by the additional party). Article 7 shall apply *mutatis mutandis* to an Answer to the Request for Joinder.
4. The Court may, in its discretion, admit an additional party to join the arbitration, if:
  - i. the existing and additional parties all agree; or
  - ii. the Court is satisfied that the additional party is *prima facie* subject to the Centre's jurisdiction.
5. When deciding a Request for Joinder, the Court shall afford the parties a reasonable opportunity to be heard and shall have regard to:
  - i. the requirements of Paragraph 4;
  - ii. the efficiency and expeditiousness of the proceedings; and
  - iii. any other relevant circumstances.
6. The Court may grant or reject the Request for Joinder. A decision by the Court to grant the Request for Joinder, is without prejudice to the Tribunal's authority to decide any question as to its jurisdiction arising from such decision.
7. If the Court has decided to grant the Request for Joinder, the parties shall proceed to nominate their arbitrator(s) pursuant to Article 13.
8. After the Tribunal has been constituted, additional parties may be joined only by agreement or in accordance with Paragraph 9 below, and if an additional party decides to join the arbitration after the Tribunal is constituted, it shall be deemed to have waived its right to nominate the arbitrator(s).
9. Any Request for Joinder made after the appointment of any arbitrator shall be decided by the Tribunal once constituted and shall be subject to the additional party accepting the constitution of the Tribunal. In deciding on such a Request for Joinder, the Tribunal shall take into account all relevant circumstances, which may include whether the Tribunal has *prima facie* jurisdiction over the additional party, the timing of the Request for Joinder, possible conflicts of interests and the impact of the joinder on the arbitral procedure. Any decision to join an additional party is without prejudice to the Tribunal's decision as to its jurisdiction with respect to that party.
10. The date on which the Request for Joinder is received shall be the Commencement Date against the additional party.
11. After a Request for Joinder has been granted, the Case Management Office shall adjust the advance on costs pursuant to Article 51.

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## Article 12 - Consolidation

1. A party may request the Court to consolidate two or more arbitrations pending under the Rules into a single arbitration, provided that:
  - i. all parties have agreed to consolidate; or
  - ii. all Claims asserted in the arbitrations are made under the same Arbitration Agreement; or
  - iii. where the Claims are made under more than one Arbitration Agreement, the relief sought arises out of the same transaction or series of transactions, including where the Disputes arise out of contracts consisting of a principal contract and its ancillary contract(s), and the Arbitration Agreements are compatible.
2. The Request for Consolidation shall be filed with the Case Management Office, with copies to the other party(ies).
3. After affording the parties and the Tribunal(s) a reasonable opportunity to be heard, the Court may grant or reject, in whole or in part, the Request for Consolidation, having regard to:
  - i. the requirements of Paragraph 1;
  - ii. the stage of the pending arbitration(s);
  - iii. the efficiency and expeditiousness of the proceedings; and
  - iv. any other relevant circumstances.
4. Where the Court decides to reject a Request for Consolidation, any arbitration that is not consolidated shall proceed as a separate arbitration under the Rules.
5. Where the Court decides to grant a Request for Consolidation, the arbitrations shall be consolidated into the arbitration that was first commenced, unless the Court decides otherwise, or unless otherwise agreed by the parties, and the Case Management Office shall adjust the advance on costs pursuant to Article 51.
6. Where the Court decides to grant a Request for Consolidation, the Court may revoke any prior appointment of any arbitrators. The nomination and appointment of new arbitrators in the consolidated arbitration shall be governed by Article 13, and the respective timing requirements provided thereunder shall run from the date of receipt of the Court's decision to revoke the prior appointment, unless otherwise agreed by the parties.
7. The Court's decision to revoke the appointment of any arbitrator is without prejudice to the validity of any acts, decisions, Orders or Awards made before the Court's decision to revoke such appointment.
8. Where the Court decides to grant the Request for Consolidation, any party who, as a result, has not nominated an arbitrator or participated in the constitution of the Tribunal shall be deemed to have waived such rights, without prejudice to that party's right to challenge any arbitrator in accordance with Article 16.
9. The Court's decision on the Request for Consolidation is without prejudice to the Tribunal's authority to subsequently decide any issues as to its own jurisdiction.



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## The Arbitral Tribunal

### Article 13 - Constitution of Tribunal

1. The constitution of the Tribunal shall proceed regardless of any deficiencies in the Answer.
2. The parties shall be free to agree upon the number of arbitrators and on the procedure for appointment of the Tribunal, provided that the total number of arbitrators shall be uneven.
3. Unless otherwise agreed by the parties, arbitrations under the Rules shall be decided by either one or three arbitrators. For the avoidance of doubt, the expression “Tribunal” includes a sole arbitrator or all the arbitrators collectively in circumstances in which there are more than one.
4. Where the parties have not agreed upon the number of arbitrators, a sole arbitrator shall be appointed under the Rules, unless the Court decides, after affording the parties a reasonable opportunity to be heard, that it is appropriate to appoint three arbitrators, having regard to the complexity of the case, the amount in dispute, and any other relevant circumstances.
5. Where a sole arbitrator is to be appointed, the Case Management Office shall give the parties 14 days from receipt of the Answer to jointly nominate the sole arbitrator. Unless otherwise agreed by the parties, if the parties fail to agree upon a joint nomination within such period, the Court shall appoint the sole arbitrator.
6. Where the parties have agreed to refer the case to more than one arbitrator, the Claimant shall nominate its arbitrator(s) in the Request, the Respondent shall nominate its arbitrator(s) in the Answer, and the Court shall appoint the President of the Tribunal, unless the Arbitration Agreement states otherwise. Any party who fails to timely nominate its arbitrator(s) shall be deemed to have waived its right to do so, and the Court shall appoint said arbitrator(s) in accordance with Article 14.
7. Where the Court has decided to refer the case to more than one arbitrator, the Claimant shall nominate its arbitrator(s) within 14 days from receipt of the notification of the Court’s decision, the Respondent shall nominate its arbitrator(s) within 14 days from receipt of the Claimant’s nomination, and the Court shall appoint the President of the Tribunal. Any party who fails to timely nominate its arbitrator(s) shall be deemed to have waived its right to do so, and the Court shall appoint said arbitrator(s) in accordance with Article 14.
8. The time periods established in this Article 13 may be extended by the Case Management Office pursuant to a reasoned request by the relevant party.
9. Where the parties to the arbitration are of different nationalities, the sole arbitrator or president shall not have the same nationality as any of the parties, unless expressly agreed otherwise by all parties. Where a person holds the nationality of more than one State, they shall be considered a national of each of those States.
10. Where there are multiple Claimants or Respondents and the Tribunal is to consist of more than one arbitrator, the multiple Claimants, jointly, and the multiple Respondents, jointly, shall nominate an equal number of arbitrators, unless otherwise agreed by the parties. Any party refusing to participate in the proceeding shall be deemed to have waived its rights

to participate in the constitution of the Tribunal, without prejudice to that party's right to challenge any arbitrator in accordance with Article 16, and shall not prevent the other Claimants or Respondents (as the case may be) from jointly nominating an arbitrator. In the event the multiple Claimants or the multiple Respondents do not agree on the nomination of one arbitrator, the Court shall appoint an arbitrator on behalf of the multiple Claimants or the multiple Respondents, as the case may be.

11. Where there are multiple parties to an arbitration, and the parties have not agreed which of such parties are Claimants and which of such parties are Respondents for the purpose of constitution of the Tribunal, the Court shall appoint all arbitrators (including the president of the Tribunal) without regard to any party's nomination of any arbitrator.
12. Where an additional party has been joined under Article 11 prior to the constitution of the Tribunal, and where three arbitrators are to be appointed, the additional party may, jointly with the Claimant(s) or with the Respondent(s), nominate its arbitrator.
13. The Court shall appoint all remaining arbitrators in case the parties fail to make their nominations in accordance with this Article, or the Court, in its discretion after hearing the parties, considers that the procedure agreed by the parties for nominating the arbitrator(s) is not compatible with the Rules or is otherwise inexecutable.
14. For the purpose of appointing an arbitrator, the Court may, but shall not be required to, appoint such arbitrator(s) from the List of Arbitrators.
15. By adopting the Rules, the parties agree to the nomination and appointment of arbitrators in accordance with this Article and that such appointment does not adversely impact their rights in the arbitration, and the parties expressly waive the right to challenge the appointment of the Tribunal by the Court or otherwise in accordance with this Article, except that the parties maintain their rights to challenge any arbitrator in accordance with Article 16.

#### **Article 14 - Appointment of Arbitrators**

1. All arbitrators nominated by the parties shall be subject to appointment by the Court. If the Court considers that the arbitrator should not be appointed for any reason, they shall inform the nominating party and give it an opportunity to be heard before denying the appointment.
2. The Court shall directly appoint all arbitrators that have not been nominated by the parties. In doing so, the Court shall take into consideration:
  - i. any disclosures that the arbitrator has made pursuant to Article 15, or any other circumstances that bear on the impartiality or independence of the arbitrator;
  - ii. any qualifications contained in the Arbitration Agreement or otherwise required by the parties' agreement;
  - iii. expertise, language skills, and professional qualifications that, considering the nature of the Dispute, would be of relevance to its resolution;
  - iv. the arbitrator's availability to properly exercise their functions in the arbitration; and
  - v. the arbitrator's nationality, place of residence and other connections with the countries



that are relevant for the case, including the place of residence of the parties and of any other arbitrators already appointed.

3. The Court shall apply the criteria set forth in Paragraph 2 where the Court is requested to act as appointing authority under article 1(6).

#### **Article 15 - Independence and Impartiality**

1. Any arbitrator must be independent and impartial at all times.
2. Any arbitrator considered for appointment shall submit to the Case Management Office a signed statement of acceptance, availability, impartiality and independence, disclosing any circumstances that may give rise to justifiable doubts as to the nominated arbitrator's impartiality or independence. The Case Management Office shall send a copy of the statement to the parties and shall fix a time limit for any comments from them.
3. Prior to the constitution of the Tribunal, the parties and their representatives may communicate with a prospective arbitrator to inform them of the general nature of the case, to ascertain the prospective arbitrator's qualifications, availability, independence, and impartiality, and to discuss the selection of the president of the Tribunal, but shall not have any other *ex parte* communications with them regarding the arbitration. After the Tribunal has been constituted, the parties shall not communicate with the Tribunal on an *ex parte* basis throughout the pendency of the arbitration. The parties may communicate with the Case Management Office, including on an *ex parte* basis, as may be required for the administration of the arbitration.

#### **Article 16 - Challenge of Arbitrators**

1. A party may challenge an arbitrator only if circumstances exist that give rise to justifiable doubts as to the arbitrator's independence or impartiality. A party-nominated arbitrator may be challenged by the party who made the nomination only where the grounds on which the challenge is based become known to the challenging party after such nomination.
2. A challenge of an arbitrator shall be made in writing, shall specify the grounds on which the challenge is based, and shall be submitted to the Case Management Office, with a copy to the other parties and the Tribunal, within 14 days from receipt of the notice of appointment, or otherwise within 14 days from the date on which the grounds for challenge become known or should have reasonably become known to the party challenging an arbitrator. The party challenging an arbitrator shall pay the requisite fee for filing a notice of challenge as set out in the Schedule of Fees. Failure to pay the requisite fee for filing a notice of challenge shall be deemed a withdrawal of the challenge.
3. Where a notice of challenge of an arbitrator has been made, the Court may on its own volition order the suspension of the arbitration until the challenge is resolved. The Court shall afford the parties a reasonable opportunity to be heard on the challenge, and also request comments from the challenged arbitrator and any arbitrators already appointed within a period of 14 days of receipt of the notice of challenge.

4. Where the parties collectively agree to the challenge of an arbitrator, the Court shall remove the challenged arbitrator. The challenged arbitrator may also voluntarily withdraw from the arbitration. Neither such removal nor withdrawal shall imply any acceptance of the validity of the grounds for the challenge.
5. If the parties do not agree to the challenge and the challenged arbitrator does not withdraw voluntarily from the arbitration, the Court shall decide the challenge. The Court shall decide both the admissibility and the merits of the challenge and shall provide a summary of the reasons for its decision, unless otherwise agreed by the parties. If the Court accepts the challenge, the arbitrator shall be removed. The Court may, acting upon its own volition, remove any arbitrator who refuses or fails to perform their duties in accordance with the Rules, including in the event of any *de jure* or *de facto* impossibility. Before doing so, the Court shall first afford the parties, the arbitrator, and the Tribunal a reasonable opportunity to be heard.
6. The Court shall decide, within its discretion, whether an arbitrator who is removed or voluntarily withdraws from the arbitration shall be entitled to payment of any fees applicable prior to the arbitrator's removal or withdrawal.
7. Where the arbitrator is removed or voluntarily withdraws from the arbitration following a challenge, a replacement arbitrator shall be nominated according to Article 17. The time for the nomination and appointment of the replacement arbitrator shall start from the date of receipt by the parties of the Court's decision on the challenge of an arbitrator, the date on which the parties agreed with the challenge, or the date of the challenged arbitrator's voluntary withdrawal from the arbitration.

#### **Article 17 - Replacement of Arbitrators**

1. An arbitrator shall be replaced in the event of death, resignation, withdrawal, or removal from the Tribunal pursuant to Article 16.
2. A replacement arbitrator shall be nominated or appointed according to the original nomination or appointment process under Article 13.
3. Where an arbitrator has been replaced, the Tribunal shall determine if and to what extent prior proceedings shall be repeated before the newly constituted Tribunal.
4. In any case, any interim or partial Award issued by the Tribunal shall remain in effect, and any hearings relating solely to the interim or partial Award shall not be repeated.

#### **Article 18 - Transmission of File to Tribunal**

1. The Case Management Office shall send a digital copy of the case file to the Tribunal as soon as it has been constituted, provided that the advance on costs has been deposited in accordance with Article 51.

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### Article 19 - Secretary of the Arbitral Tribunal

1. The Tribunal may at any time during the arbitration appoint a Tribunal Secretary, subject to the approval of the parties.
2. The Tribunal shall consult the parties regarding the tasks to be undertaken by the Secretary. The Tribunal may not delegate any decision-making authority to the Secretary.
3. The Secretary must be impartial and independent. The Tribunal shall ensure that the Secretary remains impartial and independent at all stages of the arbitration.
4. Before being appointed, the proposed Secretary shall submit to the Case Management Office a signed statement of availability, impartiality and independence disclosing any circumstances that may give rise to justifiable doubts as to the proposed Secretary's impartiality and independence.
5. A party may request the release of the Secretary from appointment based on the procedure set out in Article 16, which shall apply *mutatis mutandis* to a challenge to a Secretary. If the Court releases a Secretary, the Tribunal may propose the appointment of another Secretary in accordance with this Article. A request for the release of a Secretary shall not prevent the arbitration from proceeding unless the Tribunal decides otherwise.
6. Unless the parties agree otherwise, any fee payable to the Secretary shall be paid from the fees of the Tribunal.

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## The Arbitral Proceedings

### Article 20 - General Provisions

1. All decisions of the Court shall be final.
2. The Court, the Secretariat, the Tribunal, and the parties shall endeavour to ensure that the arbitration is conducted fairly, expeditiously and efficiently in light of the complexity of the Claim(s) and the amount in dispute, and that any Award rendered is enforceable.
3. The Tribunal shall conduct the arbitration in such a manner as it considers appropriate, subject to these Rules and any agreement between the parties. In all cases the Tribunal shall conduct the arbitration in a fair and impartial manner, giving each party a reasonable opportunity to present its case.
4. A party's refusal or failure to take part in the arbitration or any stage thereof shall not prevent the arbitration from proceeding and shall not interfere with the other parties' rights to nominate their arbitrators, according to Article 13.

### Article 21 - Applicable Law to Merits of Dispute

1. The Tribunal shall apply the law or rules of law agreed by the parties as applicable to the substance of the Dispute. Failing such agreement by the parties, the Tribunal shall apply the law or rules of law which it determines to be appropriate.
2. The Tribunal shall take into account any relevant provisions of the contract between the parties and may consider relevant trade usages.
3. The Tribunal shall not have the power of an amiable compositeur and shall not decide ex aequo et bono, unless the parties have expressly agreed in writing to grant such powers to the Tribunal.

### Article 22 - Seat of Arbitration

1. All arbitrations under the Rules shall have a Seat (or legal place). The parties may agree on the Seat of the arbitration. Where the parties have not expressly agreed on a Seat, but have agreed on the place of the arbitration, the place of arbitration shall be the Seat.
2. Failing agreement by the parties on either the Seat or the place of the arbitration, the Seat shall be the ADGM, unless the Court, after giving the parties a reasonable opportunity to be heard, decides otherwise, considering all the relevant circumstances.
3. Unless agreed otherwise by the parties, the Tribunal may deliberate and conduct hearings and meetings in a place other than the Seat of the arbitration. Regardless of the location chosen by the Tribunal for its deliberations or hearings and meetings, the Award shall be deemed to have been made in the Seat of the arbitration.

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### **Article 23 - Language of the Arbitration**

1. Unless the parties have agreed on the language of the arbitration proceedings, the initial language of the proceedings shall be determined by the Case Management Office. Following its constitution, the Tribunal shall decide on the language of the arbitration proceedings.

### **Article 24 - Terms of Reference**

1. Following its constitution, the Tribunal may decide, on its own volition or upon the application of a party, that it is appropriate to issue Terms of Reference. The Tribunal shall make its decision as to whether to issue Terms of Reference as soon as possible following its constitution.
2. Unless otherwise directed by the Tribunal, the Terms of Reference shall include the following:
  - i. the names in full, description, address and other contact details, including email addresses and telephone numbers, if known, of all the parties to the arbitration, their representative(s), if any, and the members of the Tribunal;
  - ii. the Arbitration Agreement;
  - iii. a description of the nature and circumstances of the Dispute, of the relief claimed, of the legal basis on which the relief is claimed, and, where possible, an initial quantification of the amount claimed;
  - iv. unless the Tribunal considers it inappropriate, a list of issues to be determined;
  - v. the Seat of the arbitration; and
  - vi. the applicable procedural rules and reference to the power conferred, if any, upon the Tribunal to act as amiable compositeur or to decide ex aequo et bono.
3. Unless otherwise directed by the Tribunal, the Terms of Reference shall be signed by the parties and the Tribunal. The signed Terms of Reference shall be transmitted to the Case Management Office.
4. If any of the parties refuses to participate in the preparation or signature of the Terms of Reference, the Case Management Office shall submit the Terms of Reference to the Court for approval.

### **Article 25 - Initial Case Management Conference**

1. The Tribunal shall, as soon as possible, and in any event not later than 21 days following the transmission of the file to the Tribunal, hold an initial case management conference to consult with the parties as to the conduct of the arbitration in the most efficient and fair manner possible. Where possible, the parties' corporate or personal representatives are encouraged to attend the initial case management conference.
2. Subject to the parties' agreement, the Tribunal shall determine the mode of conducting the initial case management conference, as it deems appropriate and efficient. The initial case management conference may be held in person or via telephone or video conference.

3. The Tribunal and the parties shall consider the following matters for inclusion on the agenda of the initial case management conference:
  - i. the procedural timetable for the proceedings;
  - ii. active case management techniques, interim measures, procedural issues, or bifurcation;
  - iii. any considerations relevant to the early resolution of the Dispute or a settlement, including the potential for mediation windows or any other techniques that the parties would consider appropriate to facilitate the resolution of the Dispute;
  - iv. the appropriate structuring and phasing of the proceedings;
  - v. the number and form of written and evidentiary submissions by the parties and witness statements;
  - vi. confidentiality and disclosures;
  - vii. evidentiary issues;
  - viii. document production, and methods for resolving disputes regarding document production;
  - ix. the procedure for the taking of expert evidence, including expert evidence through party-appointed expert witnesses, and tribunal-appointed experts, which may include expert witness conferencing or tutorials, or other methods geared at ensuring the Tribunal is properly informed of the expert evidence;
  - x. data protection and cyber security, including the management and exchange of information and reasonable measures to protect the information and personal data that is shared, stored, or processed in relation to the arbitration; and
  - xi. any other matter requested by the parties prior to the case management conference.
4. Following the initial case management conference, the Tribunal shall issue a procedural Order addressing, to the extent appropriate, *inter alia*, the matters referred to in Paragraph 3 above.
5. In consultation with the parties, the Tribunal may amend or alter the procedural timetable, if deemed appropriate and necessary for an effective and efficient conduct of the proceedings.

### Article 26 - Statement of Claim

1. Within the period of time determined by the Tribunal, the Claimant shall submit a Statement of Claim to the Case Management Office, the other parties and the Tribunal. The Statement of Claim shall include:
  - i. a statement of the relevant facts supporting the Claim(s);
  - ii. a statement of the legal basis for the Claim(s); and
  - iii. the relief sought and any amount(s) claimed.

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### **Article 27 - Statement of Defence**

1. Within the period of time determined by the Tribunal, the Respondent shall submit a Statement of Defence to the Case Management Office, the other parties, and the Tribunal. The Statement of Defence shall include:
  - i. a statement of the relevant facts supporting the defence;
  - ii. a statement of the legal basis for the defence; and
  - iii. if a Counterclaim is asserted, the matters referred to in Article 26.

### **Article 28 - Statement of Defence to Counterclaim**

1. If any Counterclaim is made, within the period of time to be determined by the Tribunal, the Claimant shall submit a Statement of Defence to Counterclaim to the Case Management Office, the other parties, and the Tribunal. The Statement of Defence to Counterclaim shall include:
  - i. a statement of the relevant facts supporting the defence to the Counterclaim; and
  - ii. a statement of the legal basis for the defence.

### **Article 29 - Further Submissions**

1. The Tribunal shall decide which further submissions shall be made by the parties, and set the time limits for filing such submissions, after affording the parties a reasonable opportunity to be heard.

### **Article 30 - New Claims and Amendments to Claims**

1. Where the Tribunal has decided not to issue Terms of Reference pursuant to Article 24, the parties may not amend their Claims or Counterclaims or assert new Claims or Counterclaims after the submission of the Statements of Claim and Defence, unless the Tribunal considers it appropriate. In making this determination, the Tribunal shall take into account all relevant circumstances, including but not limited to the nature of the new or amended Claims, considerations as to the efficiency and expeditiousness of the proceedings, and any prejudice to the other party(ies).
2. Where the Tribunal has decided to issue Terms of Reference pursuant to Article 24, no party shall assert new Claims which fall outside of the limits of the Terms of Reference once issued, unless they have been authorised to do so by the Tribunal. In making this determination, the Tribunal shall take into account all relevant circumstances, including but not limited to the nature of the new or amended Claims, including considerations as to the efficiency and expeditiousness of the proceedings, and any prejudice to the other party(ies)

### **Article 31 - Burden of Proof and Evidence**

1. Each party bears the burden of proving the facts relied upon in support of its Claims or defences in the arbitration.



2. After affording the parties a reasonable opportunity to be heard and unless otherwise agreed by the parties, the Tribunal shall decide upon the applicable rules of evidence and shall determine the relevance, materiality and admissibility of all evidence as it considers appropriate.
3. The Tribunal has the broadest powers to administer the proceedings and the taking of evidence, and has, *inter alia*, the power to direct the timetable and procedure of the arbitration; bifurcate proceedings; convene meetings, case management conferences, or hearings; direct the taking of evidence; exclude cumulative or irrelevant evidence; decide to hear witnesses, expert witnesses appointed by the parties or any other person(s); appoint one or more experts, after consulting with the parties; and direct the parties to focus the presentation of their case on issues that are deemed by the Tribunal to be relevant.
4. At any time during the arbitration, the Tribunal may request any party to provide additional evidence or materials.
5. If any party fails to file a submission or to provide evidence within the time limits directed by the Tribunal, the Tribunal may determine the consequences of such failure as it deems appropriate.
6. The Tribunal shall afford the parties reasonable notice prior to any meeting, case management conference, or hearing.

### Article 32 - Witness and Expert Evidence

1. The Tribunal may decide to hear witness testimony from witnesses of fact and experts appointed by one or more parties or the Tribunal. If necessary, the Tribunal may provide directions relating to the advance notification of the identity and/or expertise of any such witness(es) and the evidence they intend to give.
2. The testimony of witnesses or experts may be submitted in the form of signed statements or signed reports.
3. The Tribunal may require a party to produce a witness or expert for questioning at the hearing. Any witness or expert on whose testimony a party seeks to rely shall attend a hearing for examination, unless otherwise agreed by the parties or decided by the Tribunal.

### Article 33 - Hearings

1. Unless the parties have expressly agreed in writing to a documents-only arbitration, the Tribunal shall, upon the request of a party, or if the Tribunal considers it appropriate taking into account all relevant circumstances, hold one or more hearings for the presentation of evidence and/or oral submissions.
2. The Tribunal shall have full authority over the conduct of the hearing and, prior to any hearing, shall take steps to organise the conduct of such hearing in consultation with the parties, including, *inter alia*:
  - i. the date, time, and Venue of the hearing;
  - ii. the mode of hearings, e.g., physical attendance, remotely by videoconference, modern electronic technologies, or other appropriate means of communication;



- iii. the mode, order and duration of witness and/or expert testimony and number of witness(es) and expert(s);
  - iv. the hearing sequence;
  - v. the allocation of time;
  - vi. the attendees;
  - vii. transcription;
  - viii. the preparation of exhibits and hearing bundles; and
  - ix. the use of technology.
3. The parties shall be entitled to attend the hearing themselves and through their duly authorized legal or other representatives.
  4. If a party fails to attend a meeting or hearing without sufficient justification, the Tribunal may proceed with the meeting or hearing (as the case may be). The Tribunal may postpone any meeting or hearing upon agreement by the parties, upon the request of a party for good cause shown, or upon the Tribunal's own volition. The Tribunal shall not draw any inference from the non-attendance of a party, unless the non-attending party fails to show good cause or provide sufficient justification for their failure to attend.
  5. Unless otherwise agreed by the parties, all meetings, case management conferences and hearings shall be held in private.

#### **Article 34 - Preliminary Measures**

1. The Tribunal may, at the request of a party, order any Preliminary Measures it considers appropriate under the applicable law. Any such measure shall take the form of an Order or Award, as the Tribunal considers appropriate.
2. A request for Preliminary Measures made by a party, whether before the commencement or during the pendency of the arbitration, to any judicial authority in aid of the arbitration is not incompatible with the Arbitration Agreement or these Rules and shall not be deemed to contradict, or be construed as a waiver of rights under, the Arbitration Agreement, and shall not affect the powers of the Tribunal.
3. The Tribunal may require the party making a request for Preliminary Measures in accordance with Paragraph 1 above to provide appropriate security.
4. The Tribunal may reconsider, modify, or vacate any Order or Award made in accordance with this Article if it finds it to be appropriate.

#### **Article 35 - Emergency Arbitrator**

1. A party seeking urgent Preliminary Measures prior to the constitution of the Tribunal may file an application for the appointment of an Emergency Arbitrator with the Case Management Office, irrespective of whether the party making the application has already submitted its Request.
2. If a Request is not submitted concurrently with the application for the appointment of an Emergency Arbitrator, it must be filed within 30 days from the Emergency Arbitrator's

decision. If no such Request is filed within 30 days, the Emergency Arbitrator's decision shall cease to be binding.

3. An application pursuant to Article 35(1) shall include:
  - i. the relief sought and the reasons therefore;
  - ii. a summary of the relevant facts and the nature of the Dispute;
  - iii. any relevant agreement(s) or contract(s), including the Arbitration Agreement; and
  - iv. comments on the Seat of the emergency proceedings, the applicable law(s) and the language(s) of the proceedings.
4. Any application pursuant to Paragraph 1 above shall be accompanied by a payment of a non-refundable fee as set out in the Schedule of Fees, in anticipation of the costs of the Emergency Arbitrator application. The Court shall have the authority to adjust this fee after considering all relevant circumstances.
5. If the Court is *prima facie* satisfied that the Centre has jurisdiction to administer the arbitration, the Court shall appoint an Emergency Arbitrator. The Court shall endeavour to do so within one day of receipt by the Case Management Office of the application and proof of payment of the requisite fee.
6. The Seat of arbitration as agreed by the parties shall also be the Seat for any emergency arbitration pursuant to this Article. Failing such an agreement, the Seat of any such emergency arbitration shall be the ADGM, unless the Court decides otherwise considering all the relevant circumstances.
7. A prospective Emergency Arbitrator shall disclose to the Court any circumstances which may give rise to justifiable doubts regarding their impartiality or independence. Any challenge to an Emergency Arbitrator shall be made within two days of the communication of the appointment of the Emergency Arbitrator by the Case Management Office to the parties.
8. Unless otherwise agreed by the parties, an Emergency Arbitrator shall not be appointed as an arbitrator in any arbitration(s) concerning the Dispute subject to the emergency arbitration.
9. Article 20(3) shall apply to the emergency proceedings, taking into account the urgency inherent in such proceedings.
10. The Emergency Arbitrator shall have the same powers as vested in the Tribunal, including authority to decide any issues as to their own jurisdiction.
11. The Emergency Arbitrator may make their ruling(s) in the form of an Order or an Award. In all cases, the Emergency Arbitrator shall provide summary reasons for their ruling in writing.
12. The Emergency Arbitrator may order any Preliminary Measures they deem appropriate on an interim basis, pending written submissions of the parties or a hearing. In all cases, the Emergency Arbitrator shall provide summary reasons for their decision in writing. Such

a preliminary Order may be vacated or modified by the Emergency Arbitrator if deemed appropriate.

13. The Emergency Arbitrator shall rule on an application for Preliminary Measures within ten days from the date of their appointment. In exceptional circumstances, such time limit may be extended by the Case Management Office upon a reasoned request of the Emergency Arbitrator. Any Order or Award issued by the Emergency Arbitrator shall be subject to approval as to its form by the Registrar, who may refer the matter for approval by the Court in appropriate cases.
14. The Emergency Arbitrator may require a party seeking an Award or Order of Preliminary Measures to provide security.
15. The Emergency Arbitrator, in its Award or Order, may allocate the costs associated with any application for Preliminary Measures, including the costs of the proceedings as well as legal fees and expenses, subject to the Tribunal's authority to determine the final apportionment.
16. The appointment of the Emergency Arbitrator shall be considered revoked following the constitution of the Tribunal.
17. The decision of the Emergency Arbitrator shall cease to be binding if:
  - i. the Emergency Arbitrator or the Tribunal so decides;
  - ii. the Tribunal makes a final Award; or
  - iii. a Request is not filed within 30 days from the date of the Emergency Arbitrator's decision pursuant to Article 35(2).
18. The Tribunal may reconsider, modify, and/or vacate any Order or Award made by the Emergency Arbitrator if it finds it to be appropriate. The Tribunal shall not be bound by any Award or Order made by the Emergency Arbitrator.

### **Article 36 - Expedited Proceedings**

1. Unless the parties have expressly agreed otherwise, the Expedited Proceedings procedures set forth in this Article shall apply if the amount in controversy does not exceed 9,000,000 AED, representing the aggregate of all Claims and Counterclaims.
2. Expedited arbitrations shall be subject to the following procedures, which shall prevail over contrary provisions of these Rules:
  - i. the Request shall also constitute the Statement of Claim;
  - ii. the Answer shall constitute the Statement of Defence;
  - iii. if a Counterclaim is made, the Claimant's reply to the Counterclaim shall constitute the Statement of Defence to Counterclaim;
  - iv. the case shall be referred to a sole arbitrator who shall be appointed in accordance with Article 13(5);
  - v. Article 11, Article 12, and Article 24 shall not apply;

- vi. the Arbitrator shall conduct the arbitration in accordance with Article 20 (3), taking into account the expedited nature of the proceedings;
  - vii. when it deems it to be appropriate, and in consultation with the parties, the Tribunal may decide the Dispute solely on the basis of documentary evidence;
  - viii. the final Award shall be made within four months from the date the case file is submitted to the Tribunal. The Case Management Office may extend such time limit pursuant to a reasoned request by the Tribunal, provided however that such extension shall not exceed an additional two months; and
  - ix. the Tribunal shall state the reasons upon which the final Award is based in summary form.
3. Unless otherwise agreed by the parties, the Tribunal may, on the application of a party or on its own volition, after affording the parties a reasonable opportunity to be heard, request the Court not to apply the Expedited Proceedings procedures set out in this Article regardless of the criteria in Paragraph 1 above being met. Any such decision by the Court shall be made only in exceptional circumstances, where required by due process and fairness.
  4. Unless otherwise agreed by the parties, the Tribunal may, on the application of a party or on its own volition, after affording the parties a reasonable opportunity to be heard, request the Court to apply the Expedited Proceedings procedures set out in this Article regardless of the criteria in Paragraph 1 above being exceeded.
  5. Either before or after the filing of a Request, the parties may agree to modify the procedures and timeline established by Paragraph 2, in which case the fees may be adjusted. If any such modifications are made before the filing of the Request, the Claimant shall inform the Case Management Office when the Request is filed, or if modifications are made thereafter, the parties shall inform the Case Management Office, as well as the Tribunal if it has been constituted.

### **Article 37 - Waiver of Right to Invoke Rules**

1. A party who becomes aware of any non-compliance with any provision(s) of the Rules, any applicable procedural rule, any Order of the Tribunal, or any other requirement relating to the conduct of the arbitration or constitution of the Tribunal, and does not promptly object to such non-compliance, shall be deemed to have waived its rights to object.

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## Awards

### Article 38 - Closure of Proceedings and Time Limit for Issuing Awards

1. The Tribunal shall, as soon as practicable after the hearing or receipt of the final submissions, and upon being satisfied that the parties have had a fair opportunity to be heard with respect to the matters to be decided in the Award on the merits, declare the proceedings closed. The Tribunal's declaration that the proceedings are closed shall be communicated to the parties and to the Case Management Office.
2. The Tribunal may, on its own motion or upon application of a party but before any Award on the merits is made, re-open the proceedings. The Tribunal's decision that the proceedings are to be re-opened shall be communicated to the parties and to the Case Management Office.
3. The Tribunal shall make its Award on the merits within a maximum period of nine months from the date of the initial case management conference.
4. The Court may extend the time limit referred to in Paragraph 1 above, upon its own volition, or upon a reasoned request by the Tribunal. The Court shall extend the time limit referred to in Paragraph 3 above upon the joint request of the parties.

### Article 39 - Making of Awards

1. In the event the Tribunal is composed of more than one arbitrator, any Award shall be made by majority decision. In the absence of any majority decision, the president of the Tribunal shall make the Award alone, unless the parties agree otherwise.

### Article 40 - Scrutiny of Awards by Court

1. Before signing an Award, the Tribunal shall submit its Award in draft form to the Case Management Office for scrutiny by the Court and request the Court to decide on the final fees of the Tribunal. In the case of an Award on the merits, the Tribunal shall submit its Award not less than 20 days prior to the time limit pursuant to Article 38.
2. Without affecting the Tribunal's liberty to decide the merits of the Dispute, the Court may suggest for the Tribunal's consideration modifications to the Award, including drawing the Tribunal's attention to any required changes to the form of the Award, apparent clerical errors, inconsistencies or omissions in the Award or to matters addressed in the Award Checklist.
3. Awards shall not be made by the Tribunal without the prior approval of the Court, or, in the case of Awards or Orders issued by an Emergency Arbitrator, approval by the Registrar or by the Court.

#### Article 41 - Form, Effect and Enforceability of Awards

1. The Tribunal may make a single Award ruling on all Disputes, Claims and Counterclaims in the arbitration, or separate Awards ruling on different issues or parts of the Claims or Counterclaims. Any separate Awards may take the form of interim or partial Awards.
2. Any Award shall be made in writing and shall be final and binding on the parties.
3. Reasons shall be given in the Award for the Tribunal's decisions, unless the Award is made by consent pursuant to Article 44 or the parties agree otherwise.
4. The Award shall be signed by each member of the Tribunal, and, where required by law, shall be signed on each page. Awards may be signed electronically by the Tribunal (including by using software which provides for the digital verification of the signatory's identity and their intent to sign the document), if deemed appropriate, taking into account all relevant circumstances, including but not limited to the applicable law(s).
5. Awards may be signed in counterparts. If an arbitrator fails to sign an Award, the signatures of the majority of the arbitrators shall be sufficient, provided that the reason for the omission of the signature is stated in the Award.
6. The Award shall include, *inter alia*, the following:
  - i. the Seat of arbitration under Article 23, which shall be deemed the place where the Award is made even if it is signed by the Tribunal elsewhere;
  - ii. the date of the Award;
  - iii. the names, addresses and nationalities of the arbitrator(s);
  - iv. the names and addresses of the parties;
  - v. a summary of the principal procedural steps in the arbitration, which may be in the form of an annex to the Award;
  - vi. a summary of the parties' Claims, defences, and principal submissions;
  - vii. the decision and reasoning of the Tribunal;
  - viii. a decision on which party(ies) shall bear the costs of the arbitration and any allocation of the parties' legal costs and expenses;
  - ix. the relief granted by the Tribunal, including any Awards of monetary or other relief and any Award of costs; and
  - x. signature(s) of the sole arbitrator or members of the Tribunal.
7. When making an Award, the Tribunal shall consult the Award Checklist.
8. If any arbitrator fails, without good cause, to participate in the deliberations of the Tribunal on any issue, such failure will not preclude a decision being taken by the other arbitrators.
9. Once the Award has been signed, it shall be delivered in digital form to each of the parties and it shall be considered an original Award for all relevant purposes. At the request of any party, the Centre shall transmit a physical copy of the Award to each party.

10. Any dissenting arbitrator or arbitrators may issue a dissenting opinion, which shall be attached to the Award, unless attachment to the Award would lead to undue delay of its issuance. In such circumstances, the dissenting opinion shall be transmitted to the parties upon its completion in the manner prescribed under Article 41(9).
11. By submitting their Dispute to arbitration under the Rules, the parties undertake to comply with any Order or Award issued by the Tribunal or the Emergency Arbitrator without delay.
12. The parties shall be deemed to have waived their rights to any appeal, recourse or defence against the Award save for the requests pursuant to Articles 42 and 43, including before any state court or other judicial authority, insofar as such waiver can be validly made.

#### **Article 42 - Correction and Interpretation of Awards**

1. The Tribunal may of its own volition correct any clerical or computational error in any Award within 14 days from the date of transmission of the Award to the parties, pursuant to Article 41.
2. Within 14 days of receipt of the Award, either party, with notice to all other parties, may file with the Case Management Office a request for correction of the Award for errors of the nature referred to in Paragraph 1 above, or for the interpretation of any ambiguity in the Award.
3. Upon receipt of an application for correction or interpretation, the Tribunal shall set a time limit, ordinarily not exceeding 14 days, within which the other party(ies) may submit their comments on such request. The Tribunal shall decide upon the request for correction or interpretation within 14 days after the expiry of the time limit for submission of comments from the other party(ies), but may request the Case Management Office to extend this time limit up to a further 14 days if it deems such an extension necessary.
4. Any decision to correct or interpret the Award shall take the form of an appendix to the Award and shall be considered an integral part of the original Award and as complementary thereto, and shall be subject to the same Rules governing the original Award, including Articles 39, 40, and 41, which shall apply *mutatis mutandis*. The Tribunal may, at its discretion, also issue a corrected text of the Award.

#### **Article 43 - Omission of Claims and Additional Award**

1. Within 14 days of receipt of the Award, either party may file a request with the Case Management Office, and with copies to all other party(ies) and the Tribunal, for an additional Award addressing Claims that were asserted during the arbitration and which the Tribunal did not adjudicate in its Award.
2. Upon receipt of a request for additional Award, the Tribunal shall set a reasonable time limit, ordinarily not exceeding 14 days, to submit any comments on such a request. The Tribunal shall, after reviewing the application and the comments thereon, rule on the application for additional Award within 30 days after the expiry of the time limit for submission of comments from the other party(ies), but may extend such a time limit up to a further 30 days, if it deems necessary.



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3. Any decision to grant the application for additional Award, shall take the form of an additional Award and shall be subject to the same Rules governing the original Award, including the provisions of Articles 39, 40, and 41, which shall apply *mutatis mutandis*.

#### **Article 44 - Termination of Proceedings Following Settlement**

1. If during the course of the arbitration, the parties reach a settlement, the Tribunal shall terminate the arbitration and issue a termination Order, unless the parties submit the terms of such settlement to the Tribunal together with a joint request for a consent Award. The Tribunal may make a consent Award recording the agreed terms of the settlement. A consent Award does not need to contain the reasoning of the Tribunal. A consent Award shall have the same effect and binding force as other Awards.



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## Miscellaneous Provisions

### Article 45 - Early Dismissal

1. The Tribunal may, after affording the parties a reasonable opportunity to be heard, order early dismissal, in whole or in part, of one or more Claims, defences, Counterclaims, or replies to Counterclaims in the form of an Order or an Award. The Tribunal may do so on its own volition or upon application of a party, if any Claim, defence, Counterclaim, or reply to Counterclaim is:
  - i. manifestly without legal merit; or
  - ii. manifestly inadmissible or outside of the Tribunal's jurisdiction.
2. An application for early dismissal shall state the facts and the legal basis on which the application is based. The notice of such application shall be submitted to the other party(ies), the Case Management Office and the Tribunal, pursuant to Article 5.
3. An Order or Award granting or denying an application for early dismissal shall be made within 30 days of the date of filing such application, unless the Tribunal considers it necessary to extend such time limit for a period of not more than 15 days. The Tribunal shall state the reasons for its decision on early dismissal. The Case Management Office may further extend the time limit (as reasonably necessary) pursuant to a reasoned request by the Tribunal.

### Article 46 - Exclusion of Liability

1. Any arbitrator, including an Emergency Arbitrator, any person appointed by the Tribunal, including any administrative secretary or expert, the Centre, the President of the Court, members of the Court, and any directors, officers and employees of the Centre, shall not be liable to any person for any negligence, act, or omission in connection with any arbitration administered by the Centre in accordance with these Rules.
2. The Centre, including the President of the Court, members of the Court, directors, officers, employees or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not be under any obligation to make any statement in connection with any arbitration administered by the Centre in accordance with these Rules. No party shall seek to make any of the aforementioned individuals act as a witness in any legal proceedings in connection with any arbitration administered by the Centre in accordance with these Rules.

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#### **Article 47 - Confidentiality**

1. The discussions and deliberations of the Tribunal, the Court, and the Secretariat shall be confidential.
2. The parties and their representatives, witnesses and experts, as well as the Tribunal, Tribunal Secretary, and the Centre and its staff, shall maintain the confidentiality of any and all aspects of the proceedings, whether oral or written, including but not limited to all Awards, Orders, expert reports, witness statements, records, hearings, materials, and documents.
3. An exception to the confidentiality obligation in Paragraph 1 is permitted only to the extent that the disclosing party can establish that the disclosure was minimized, and that it was:
  - i. agreed upon by the parties;
  - ii. required under applicable law or regulations binding on the disclosing party;
  - iii. required by a party to pursue or enforce a legal right or claim; or
  - iv. required by a party to enforce or challenge an Award in legal proceedings before a national court or other judicial authority.
4. The Tribunal has the power to enforce any obligation of confidentiality on the parties under these Rules, in accordance with the applicable law or pursuant to the parties' agreement, and may issue an Order or Award for sanctions, damages or costs and take measures to protect confidentiality and trade secrets.

#### **Article 48 - Third Party Funding**

1. Any party shall, as soon as is reasonably possible, inform the Case Management Office, all other parties, and the Tribunal (if already constituted), of the existence and identity of any non-party who has entered into an agreement to fund any Claims or defences subject to the arbitration. A Claimant who has entered into any such agreement prior to the initiation of proceedings shall include such information in the Request.

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## Fees and Remuneration

### Article 49 - Fees for Filing Arbitration

1. The Centre shall collect a non-refundable filing fee as set out in the Schedule of Fees, upon a request to file an arbitration with the Centre. The filing fee constitutes part of the Administrative Fee to the Centre and shall be credited to the advance on costs to be paid by the Claimant pursuant to Article 51.

### Article 50 - Costs of the Arbitration

1. The costs of the arbitration consist of:
  - i. the fees of the Tribunal;
  - ii. the Administrative Fee; and
  - iii. the expenses of the Tribunal and the Centre.
2. Throughout the proceedings, the Tribunal shall inform the Case Management Office of any increase in the sum(s) claimed or counterclaimed.
3. Before making the final Award, the Tribunal shall request the Court to finally determine the costs of the arbitration. The Court shall finally determine the costs of the arbitration in accordance with the Schedule of Fees in force on the Commencement Date of the arbitration.
4. In finally determining the costs of the arbitration, the Court shall have regard to the extent to which the Tribunal has acted in an efficient and expeditious manner, the complexity of the Dispute and any other relevant circumstances.
5. If the arbitration is terminated before the final Award is made, the Court shall finally determine the costs of the arbitration having regard to the stage of the arbitration, the work performed by the Tribunal and any other relevant circumstances.
6. Unless otherwise agreed by the parties, the Tribunal shall, at the request of a party, apportion the costs of the arbitration and the parties' legal costs and expenses, between the parties, having regard to the outcome of the case, each party's contribution to the efficiency and expeditiousness of the arbitration and any other relevant circumstances.
7. The parties are jointly and severally liable to the Tribunal and to the Centre for the costs of the arbitration.

### Article 51 - Advance on Costs

1. The Case Management Office shall determine an amount to be paid by the parties as an advance on costs.
2. The advance on costs shall correspond to the estimated amount of the costs of the arbitration pursuant to Articles 49 and 50 and the Schedule of Fees in force at the Commencement Date, and shall include an amount equivalent to 5% of the fees of the Tribunal to cover the reasonable expenses incurred by the Tribunal or the Centre during

the arbitration. If the disputed amount in the Claim or Counterclaim is not specified, the Court shall determine the amount of the advance.

3. Each party shall pay half of the advance on costs unless separate advances are determined. Where additional parties are joined to the arbitration or multiple arbitrations are consolidated, the Case Management Office may determine each party's share of the advance on costs as it deems appropriate, having regard to the circumstances of the case.
4. If any party fails to pay its share of the advance on costs, the Case Management Office shall give the other party(ies) an opportunity to do so within a specified period of time. If the payment is not made within that time, the Case Management Office shall dismiss the case in whole or in part. If the file has been transmitted to the Tribunal, the Tribunal shall terminate the case in whole or in part.
5. At the request of the Tribunal, or if otherwise deemed necessary, the Case Management Office may order the parties to pay additional advances during the course of the arbitration.
6. At any stage during the arbitration or after the final Award has been made, the Case Management Office may draw on the advance on costs to cover the costs of the arbitration.
7. The Case Management Office may decide under exceptional circumstances that part of the advance on costs may be provided in the form of a bank guarantee or other form of security.

### **Article 52 - Administrative Fee and Pledge**

1. The Centre shall, in return for its services, charge an Administrative Fee in accordance with the Schedule of Fees in force on the Commencement Date of the arbitration.
2. By paying the advance on costs pursuant to Article 51 of these Rules, each party irrevocably and unconditionally pledges to the Centre and to the Tribunal as represented by the Centre, any rights over any amount paid to the Centre as continuing security for any liabilities for the costs of the arbitration.

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## Transitional Provision

### Article 53 - Pending Arbitrations

1. These Rules shall be effective as of their date of entry into force, as published by the Centre on its official website and shall apply to all new cases registered thereafter.
2. After the date of entry into force of these Rules, the 2013 ADCCAC Arbitration Rules shall continue to apply to any pending arbitrations being administered under those rules.

### Annex 1 - Schedule of Fees

1. All payments of fees by the parties to the Centre shall be made in immediately available funds, to be deposited into the Centre's bank account in AED. The parties shall be responsible for any bank charges incurred. Details of the Centre's bank account are published on the Centre's website.
2. For easy identification of the remittance, the parties shall include in their remittance, when possible, the case reference number and the name of the party in whose benefit the payment is made, and its role in the arbitration, either a Claimant or a Respondent. To help the Centre tracking the deposits, the parties shall also send to the Case Management Office a copy of the remittance record as soon as the funds are transferred.
3. It is the Centre's policy to only accept payments from the party, or its authorised representative (e.g., the party's counsel) or a third party funder, who has entered into an agreement to fund any party's Claims or defences in accordance with Article 48.
4. The disputed amount provided for in this schedule shall be the aggregate value of all Claims, Counterclaims, and setoffs.
5. The fees provided for in this schedule do not include VAT, taxes, imposts, or any other charges of a similar nature. The fees may be increased by the amount of VAT, taxes, imposts, or any charges of a similar nature at the prevailing rate. The parties shall pay any such charges pursuant to invoices issued by the Centre.

#### Table of Fees for Tribunal

Range of Amount Claimed (AED)	Tribunal Fee per arbitrator (AED)
0-200000	9.50%
200,001-500,000	19,000 + 6.75% of amount above 200,000
500,001-1,000,000	39,250 + 3.25% of amount above 500,000
1,000,001-2,000,000	55,500 + 2.00% of amount above 1,000,000
2,000,001-5,000,000	75,500 + 2.00% of amount above 2,000,000
5,000,001-10,000,000	135,500 + 1.25% of amount above 5,000,000
10,000,001-20,000,000	198,000 + 0.625% of amount above 10,000,000
20,000,001-50,000,000	260,500 + 0.30% of amount above 20,000,000
50,000,001-100,000,000	350,500 + 0.20% of amount above 50,000,000
100,000,001-200,000,000	438,000 + 0.125% of amount above 100,000,000
200,000,001-300,000,000	575,500 + 0.0625% of amount above 200,000,000
>300,000,000	638,000 + 0.0225% of amount above 300,000,000

### Table of Administrative Fees Under Article 52

Range of Amount Claimed (AED)	Administrative Fee (AED)
0-200000	4%
200,001-500,000	8,000 + 2.5% of amount above 200,000
500,001-1,000,000	15,500 + 1.5% of amount above 500,000
1,000,001-2,000,000	23000 + 0.75% of amount above 1,000,000
2,000,001-5,000,000	30,500 + 0.6% of amount above 2,000,000
5,000,001-10,000,000	48500 + 0.55% of amount above 5,000,000
10,000,001-20,000,000	76000 + 0.4% of amount above 10,000,000
20,000,001-50,000,000	116,000 + 0.15% of amount above 20,000,000
50,000,001-100,000,000	161,000 + 0.05% of amount above 50,000,000
100,000,001-300,000,000	186,000 + 0.04% of amount above 100,000,000
>300,000,000	266,000 + 0.04% of amount above 300,000,000; Fees capped at AED 300,000.

### Table of the Fee for the Centre Acting as Appointing Authority Under Article 14

Non-refundable processing fee	AED 11,500.00
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### Table of the Fee for Filing a Notice of Challenge Under Article 16

Non-refundable fee	AED 3,500.00
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### Table of the Fee for Emergency Arbitrator Application Under Article 35

Non-refundable minimum fee	AED 165,000.00
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### Table of the Filing Fee for Arbitration Under Article 49

Non-refundable filing fee	AED 10,000.00
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## Annex 2 - Model Arbitration Clauses and Agreements

### Model Arbitration Clause for Abu Dhabi International Arbitration Centre

Parties wishing to provide for arbitration under these Rules may do so by adding the following model arbitration clause to their contract:

Any disputes, controversies, or claims of any nature (contractual or non-contractual), arising out of or having a connection with this contract, including, *inter alia*, the execution, interpretation or termination of the contract, ("Disputes"), shall be referred to and finally resolved by arbitration in accordance with the Rules of Arbitration of the Abu Dhabi International Arbitration Centre ("Rules").

The number of arbitrators shall be [one or three].

The seat of arbitration shall be \_\_\_\_\_ [Abu Dhabi Global Market (ADGM), or other City/Country].

The language of the arbitration proceedings shall be \_\_\_\_\_.

The law governing Disputes shall be the substantive law of \_\_\_\_\_ [Jurisdiction].

#### \* Optional: Abu Dhabi International Arbitration Centre Arbitration Without Emergency Arbitrator and/or Expedited Proceedings:

Parties wishing to opt out of the application of the provisions on Emergency Arbitrator proceedings set forth in Article 35 and/or those on Expedited Proceedings set forth in Article 36 of these Rules shall do so expressly, and may do so by adding one or both of the following additional provisions to the Model Arbitration Clause or other arbitration clause:

- The Emergency Arbitrator provisions as prescribed in Article 35 of the Rules shall not apply.
- The Expedited Proceedings provisions as prescribed in Article 36 of the Rules shall not apply.

#### \*\* Optional: Subject Higher Value Disputes to Expedited Proceedings:

Parties wishing to adopt the provisions on Expedited Proceedings in Disputes with a value greater than the cap established in Article 36(1) of these Rules must opt in explicitly, and may do so by adding the wording below to the Model Arbitration Clause or other arbitration clause:

The parties hereby agree that the provisions on Expedited Proceedings as set forth in Article 36 of the Rules shall apply to all their Disputes, regardless of the amount in dispute.



### Model Clause to Incorporate the Rules by Reference to an Existing Agreement

Parties wishing to supplement an existing agreement to provide for arbitration under these Rules may do so by agreeing to the following model incorporation clause.

Any disputes, controversies, or claims of any nature (contractual or non-contractual), arising out of or having a connection with [description of the relevant contract/agreement] which was signed by the parties on \_\_\_\_\_ [Date] including, *inter alia*, the execution, interpretation, or termination of the contract ("Disputes"), shall be resolved by means of arbitration under the Rules of Arbitration of the Abu Dhabi International Arbitration Centre.

### Model Submission Agreement

Parties wishing to agree to submit an existing Dispute to arbitration under these Rules may do so by agreeing to the following model submission agreement.

This agreement is made on \_\_\_\_\_ [Date] between [A Corporation] and [B Corporation]. There presently exists a dispute between the parties arising out of and in relation to a contract between them dated \_\_\_\_\_ ("Dispute").

The parties hereby agree to submit for final determination by arbitration the Dispute and the parties' respective claims in accordance with the Rules of Arbitration of the Abu Dhabi International Arbitration Centre.

The seat of arbitration shall be \_\_\_\_\_ [Abu Dhabi Global Market, or other City/Country].

The arbitration shall be conducted by \_\_\_\_\_ arbitrators appointed in accordance with the said Rules.

The arbitrators shall decide the Dispute and claims set out above in accordance with the laws of \_\_\_\_\_, excluding any of its conflicts of laws provisions.

The language of the arbitration shall be \_\_\_\_\_.

Signed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_:

\_\_\_\_\_ for and on behalf of A Corporation

\_\_\_\_\_ for and on behalf of B Corporation



**arbitrateAD**

مركز أبوظبي الدولي للتحكيم  
Abu Dhabi International Arbitration Centre

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