

Adjudicator Appointment Rules

28 January 2026

and the investment environment. The following section provides a brief overview of the investment environment in the United States.

As a general rule, the investment environment in the United States is considered to be one of the best in the world.

The United States has a well-established legal system that protects investors' rights. The country also has a well-developed infrastructure, including a highly developed transportation network and a well-educated labor force. The United States is also a member of the World Trade Organization, which provides it with access to a large number of international markets.

However, the investment environment in the United States is not without its challenges. One of the most significant challenges is the high cost of doing business in the United States. This is particularly true for small and medium-sized enterprises, which may find it difficult to compete with larger companies that have more resources available to them.

Another challenge is the high level of regulation in the United States. This can make it difficult for companies to operate in the country, as they must navigate a complex web of laws and regulations. This can also lead to increased costs for companies, as they must spend resources on legal counsel and compliance.

Finally, the investment environment in the United States is subject to political uncertainty. This can be a significant concern for investors, as political decisions can have a major impact on the economy and the investment environment.

Overall, the investment environment in the United States is considered to be one of the best in the world. However, there are challenges that must be addressed in order to maintain this status. By understanding these challenges, investors can make informed decisions about where to invest their money.

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the cloud environment. The following section presents the results of the empirical study.

3.2. Results of the empirical study

Table 1 presents the results of the factor analysis of the 12 items of the questionnaire.

Table 2 presents the results of the factor analysis of the 12 items of the questionnaire.

Table 3 presents the results of the factor analysis of the 12 items of the questionnaire.

Table 4 presents the results of the factor analysis of the 12 items of the questionnaire.

Table 5 presents the results of the factor analysis of the 12 items of the questionnaire.

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Table 10 presents the results of the factor analysis of the 12 items of the questionnaire.

Table 11 presents the results of the factor analysis of the 12 items of the questionnaire.

Table 12 presents the results of the factor analysis of the 12 items of the questionnaire.

Table 13 presents the results of the factor analysis of the 12 items of the questionnaire.

Table 14 presents the results of the factor analysis of the 12 items of the questionnaire.

Table 15 presents the results of the factor analysis of the 12 items of the questionnaire.

Table 16 presents the results of the factor analysis of the 12 items of the questionnaire.

Table 17 presents the results of the factor analysis of the 12 items of the questionnaire.

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Article 1 – Scope of Application/List of Adjudicators

1. These Adjudicator Appointment Rules of the Abu Dhabi International Arbitration Centre ("Adjudicator Appointment Rules" or "Rules") shall apply where parties agree that the Abu Dhabi International Arbitration Centre (the "Centre") or the Abu Dhabi Chamber of Commerce has the authority to appoint an adjudicator, including a member, or members, of a Dispute Adjudication Board, a Dispute Board, a Dispute Avoidance/Adjudication Board, a standing mediator, or person or persons performing a similar function ("Adjudicator").
2. This appointing authority may be provided for as part of a pre-existing adjudication agreement whether in a contract or by stand-alone agreement or by joint request to the Centre ("Adjudication Agreement").
3. The Centre's Court of Arbitration ("Court") shall maintain a List of Adjudicators ("List of Adjudicators"). For the purposes of appointing (an) Adjudicator(s), the Court may, but shall not be required to, appoint such Adjudicator(s) from the List of Adjudicators.
4. These Rules shall come into force on 28 January 2026 and, unless otherwise agreed by the Parties, the version of the Rules in effect on the date the Request is made shall apply.
5. The English version of the Rules shall prevail over any other language version of the Rules in case of discrepancy or inconsistency. Words used in the singular include the plural and vice versa, as the context may require.
6. Any matter relating to the powers and duties of the Centre and/or the administration of an Adjudicator Appointment Request (as defined at Article 2(2)) and/or proceedings not expressly referred to in the Rules, shall be decided by the Court of Arbitration.

Article 2 – Request for Appointment

1. A party or parties requesting the appointment of an Adjudicator(s) ("Requesting Party") shall submit the request in writing to the Centre and to any other party to the Adjudication Agreement (the "Responding Party") (collectively a "Party" or the "Parties").
2. The request for appointment shall be delivered by e-mail or other means of electronic communication or physical delivery that provides a record of receipt ("Appointment Request" or "Request").
3. The Appointment Request shall contain:
 - a. the names, addresses, telephone, e-mail, and other communication references of the relevant Parties and, where applicable, any representative of the Requesting Party;
 - b. whether the Adjudicator(s) to be appointed is to be a member, or members, of a Dispute Adjudication Board, a Dispute Board, a Dispute Avoidance/Adjudication Board, a standing Mediator, or a person or persons performing a similar function, and whether the Adjudicator(s) will be appointed on a standing basis or for a specific dispute/difference;
 - c. the identity of any proposed Adjudicator or any proposed mechanism or method of selection of, and/or characteristics of, an Adjudicator;
 - d. in cases where the Parties have entered into a pre-existing Adjudication Agreement, a copy of the Adjudication Agreement, and a description of any contract in which it is contained, the industry, and the types of disputes that are most likely to arise under the contract;
 - e. where there is an existing dispute/difference, a brief statement of the nature of the dispute/difference and where possible an estimate of the amount at issue;
 - f. where applicable, proof that any pre-conditions for the Centre to act as appointing

authority have been satisfied or if any of the pre-conditions for the Centre to act as appointing authority cannot be satisfied, an explanation for why any of the pre-conditions cannot be satisfied; and

- g. any other document or information the Requesting Party may consider appropriate to facilitate the appointment process.
4. Where the Requesting Party fails to substantially comply with the requirements for filing a Request, as set out in Article 2(1)-(3) above, the Case Management Office shall notify the Requesting Party and set a time limit for remedying such defect(s). In the event the Requesting Party fails to satisfactorily remedy such defects after being so notified, the Case Management Office may in its discretion decline to proceed with the Appointment Request, without prejudice to the Requesting Party's right to make another Appointment Request in the future.

Article 3 – Response to Request for Appointment

1. Within 10 Business Days of the Responding Party's receipt of the Request for Adjudication (which may be extended by the Centre), the Responding Party shall file a Response to the Appointment Request ("Response"), which shall include:
 - a. the names, addresses, telephone, e-mail, and other communication references of the Responding Party and, where applicable, any representative of the Responding Party;
 - b. comments on the number/type of Adjudicators for which the appointment is requested;
 - c. the identity of any Adjudicator proposed by the Responding Party and any comments on any Adjudicator proposed by the Requesting Party or any mechanism or method for the selection of, and/or characteristics of, the Adjudicator, including any alternative proposal for the selection process;
 - d. in cases where the Parties have entered into a pre-existing Adjudication Agreement, any comments on the Adjudication Agreement, the description of the contract and the Parties' obligations under the contract;
 - e. where applicable, comments on the Parties' compliance with any pre-conditions or response to the explanation for why any of the pre-conditions for the Centre to act as appointing authority cannot be satisfied; and
 - f. any other document or information the Responding Party may consider appropriate to facilitate the appointment process.
2. Where the Responding Party fails to substantially comply with any of the requirements for filing a Response, as set out in Article 3 (1) above, the Case Management Office shall notify the Responding Party and set a time limit for remedying such defect(s). Failure by the Responding Party to submit a Response or to satisfactorily remedy the defect(s) shall not prevent the Appointment process from proceeding.

Article 4 – Adjudicator Appointment

1. Adjudicators shall be appointed by the Court. Prior to making any Appointment, the Court shall determine its authority to make the Adjudicator Appointment, taking into consideration the terms of any Adjudication Agreement (whether in a contract or by stand-alone agreement or by joint request to the Centre), including that any pre-conditions to making the Appointment have either been met or are impossible to meet under the circumstances.

2. Adjudicators must be independent and impartial at all times. Any Adjudicator considered for appointment by the Centre shall submit to the Case Management Office a signed statement of acceptance, availability, impartiality and independence, which shall disclose any circumstances that may give rise to justifiable doubts as to the nominated Adjudicator's impartiality or independence in the eyes of the Parties. 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, which shall be shared with the Court.
3. In appointing Adjudicators, the Court will take into consideration the submissions made in the Request, the Response, and any Disclosures, and will:
 - i. where provided for by the Adjudication Agreement, appoint any Adjudicator(s) selected by the Parties taking into consideration any disclosures that the Adjudicator(s) has made, or any other circumstances that bear on the impartiality or independence of the Adjudicator(s).
 - ii. where the Parties have not selected the Adjudicator(s), the Court will select the Adjudicator. In doing so, the Court will take into consideration, to the extent relevant:
 - a. any disclosures that the Adjudicator(s) has made, or any other circumstances that bear on the impartiality or independence of the Adjudicator(s);
 - b. any selection process agreed upon by the Parties will be considered but need not be followed strictly;
 - c. any qualifications contained in the Adjudication Agreement or otherwise required by the Parties' agreement or otherwise agreed to by the Parties will be considered but need not be followed strictly;
 - d. the potential Adjudicator's expertise, experience, language skills, and professional and technical qualifications that, considering the industry and the nature of the contract and any actual or potential disputes, would be of relevance;
 - e. the Adjudicator's nationality and place of residence; and
 - f. the Adjudicator's availability to properly exercise their functions.
4. The Case Management Office shall notify the Parties and, as the case may be, the other adjudicators, of the Court's decision in respect of the appointment(s).

Article 5 – Challenges and Adjudicator Removal

1. Adjudicators shall have an ongoing duty to disclose to the Parties any actual or potential conflict of interest or other relevant matter or circumstance that might call into question or create reasonable doubts as to the Adjudicator's availability, impartiality or independence in the eyes of the Parties. Any Party may object to the Adjudicator within five Business Days of (i) the date of receipt of the disclosure or (ii) the date on which the grounds for the objection become known or reasonably should have become known to the Party making the objection (as potentially extended by the Centre at its discretion), setting out their reasons for the objection ("Challenge"). The Court shall consider the objection and, if upheld, the Adjudicator shall be removed. The Court's decision to remove an Adjudicator shall be final.
2. During the Adjudication:
 - a. an Adjudicator shall be removed upon the joint request of the Parties or if the Court determines that the Adjudicator can no longer perform the duties required pursuant to the Rules.

- b. considering the impact on the Adjudication process, an Adjudicator may resign on his or her own accord without being required to state a reason by notifying the Centre and the Parties in writing.
3. The Court may appoint a replacement Adjudicator in the event of removal, resignation, withdrawal, or death. The Court will select and appoint any replacement Adjudicator according to the original appointment process under this Article and taking into consideration the stage of the Adjudication and whether it is ad hoc or standing.
4. Unless required by a court of law or authorized in writing by the Parties, an Adjudicator shall not act in any capacity whatsoever, other than as an Adjudicator, in any pending or future proceedings, whether judicial, arbitral or otherwise, relating to the subject matter of the Adjudication.

Article 6 – Exclusion of Liability and Waiver of Defamation

1. To the extent permissible by mandatory provisions of law, neither the Centre, including the President, Vice Presidents and other members of the Court, directors, officers, independent contractors and employees, nor any Adjudicator, shall be liable to any person for any negligence, error, act, or omission or any other claim of any nature in connection with any Adjudicator Appointment or Challenge process conducted under the Rules.
2. Neither the Centre, including the President, Vice Presidents and other members of the Court, directors, officers, independent contractors and employees, nor any Adjudicator, shall be under any obligation to make any statement or testimony in connection with any Adjudicator Appointment or Challenge process conducted under the Rules. The Parties agree that they will not seek to compel any of the persons described in this Article as a witness in any legal or arbitral proceedings in connection with any Adjudicator Appointment or Challenge Process conducted under the Rules.
3. The Parties and, by accepting appointment, the Adjudicator, agree that any statements or comments, whether written or oral, made or used by them or their representatives during any Adjudicator Appointment or Challenge Process shall not be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this Article may be pleaded as a bar to any such action where allowed by applicable law.

Article 7 – Adjudication Appointment and Challenge Fees

1. Adjudication Appointments and Challenges are subject to the payment of the Adjudicator Appointment and Challenge fees set forth in Annex 1, which are non-refundable.
2. No action shall be taken by the Centre on an Adjudicator Appointment or Challenge Request until the requisite fee is paid.
3. Unless otherwise agreed, the Adjudicator Appointment and Challenge fees shall be shared equally, provided that either Party can agree to pay the fee on behalf of the other Party or Parties. Each Party shall bear its own legal and other internal costs of the Adjudicator Appointment and Challenge process.

Annex 1 – Schedule of Fees

Type of Request	Fee
Appointment Request	AED 11,500
Challenge Request	AED 3,500

1. All Adjudication fees are stated exclusive of VAT and banking costs, which, where applicable, shall be borne by the Parties as part of the Adjudication fees.

* Any changes to the Schedule of fees and payment information details shall be published on the Centre's website.

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