



Guide to Arbitration in the State of Qatar

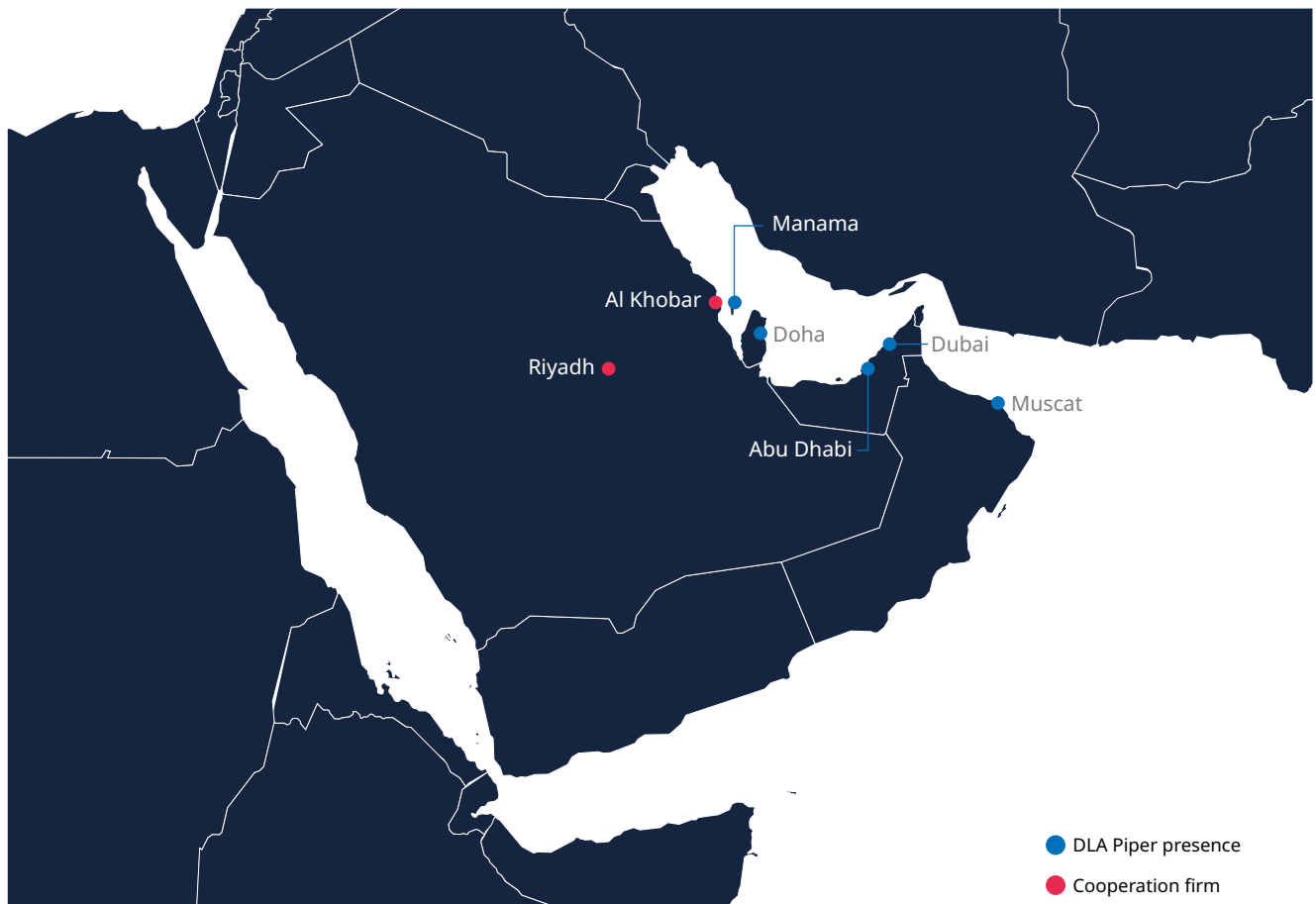
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Overview of Qatar Arbitration Law

1. Arbitration laws in Qatar generally fall within the following three legal frameworks, all of which are based on the UNCITRAL Model law, which is widely recognised as arbitral best practice resulting in an arbitration process that is broadly like other international jurisdictions:
 - a. Qatar Arbitration Law: in 2017, the State of Qatar enacted a new arbitration law, Law No. 2 of 2017 Promulgating the Civil and Commercial Arbitration Law ("**Qatar Arbitration Law**");
 - b. QFC Arbitration Regulations: in 2005, the Qatar Financial Centre ("**QFC**"), which has its own legal, financial, and administrative independence from the State of Qatar, issued QFC Regulation No. 8/2005 on the QFC Arbitration Regulations ("**QFC Arbitration Regulations**") to facilitate arbitration in connection with activities carried out in the QFC; and
 - c. Qatar International Centre for Conciliation and Arbitration ("**QICCA**") was established in 2006 as Qatar's main arbitral institution. Arbitrations administered by QICCA are governed by either the QICCA Rules for Arbitration and Conciliation 2012 ("**QICCA Rules**") or the UNCITRAL Arbitration Rules.
2. Qatar is also signatory to several multilateral and bilateral treaties on judicial co-operation, including:
 - a. the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958;
 - b. the Convention on the Settlement of Investment Disputes Between States and Nationals of other States 1965;
 - c. the GCC convention for the Execution of Judgments, Delegations and the Judicial Notifications 1996; and
 - d. the Riyadh Convention on Judicial Cooperation between States of the Arab League 1983.

Qatar Arbitration Law

The Qatar Arbitration Law superseded Articles 190 to 210 of Law No. 13 of 1990 on the Issuance of the Civil and Commercial Procedure Law, which previously dealt with arbitration in the region. The Qatar Arbitration Law takes precedence over any other laws that conflict with its provisions. The Qatar Arbitration Law applies to all arbitrations in Qatar and any international commercial arbitration where the parties agree that the arbitration shall be subject to its provisions.

1. The Qatar Arbitration Law has streamlined the procedure for enforcing arbitral awards, which emphasises Qatar's intention to promote itself as a more arbitration-friendly jurisdiction. Previously, the Civil and Commercial Procedure Court had discretion to review international awards on their merits and annul awards on procedural grounds. The Court no longer has this discretion and instead the following enforcement procedures apply:
 - a. Parties are unable to challenge arbitral awards on the merits alone. Arbitral awards have a *res judicata* effect, which means that where the issues in dispute have been decided by the tribunal, the parties cannot re-litigate the same issues and are bound by the tribunal's decision;
 - b. Whilst challenges may not be brought on the merits, a party may seek to annul an arbitral award, provided that an application is made no later than 30 days after the award is rendered (Article 33.4);
 - c. However, if no annulment application is made within the 30-day period, the successful party has the option of applying for enforcement by submitting an application to the competent Qatari court (Article 34.3). Article 35 provides a limited list of the grounds on which the Qatari courts may decline to enforce or recognise an arbitral award.

2. The Qatar Arbitration Law also introduced various changes to the conduct of arbitration in Qatar. For example:
 - a. Parties may not arbitrate a dispute relating to an administrative contract without the prior approval of either the Prime Minister or the latter's delegate;
 - b. Public judicial persons cannot refer disputes between one another to arbitration; and
 - c. Both the Qatar Arbitration Law and the QFC Arbitration Regulations of 2005 (see below) allow tribunals to decide their own jurisdiction (*Kompetenz-Kompetenz*) and consider an arbitration agreement to be independent of the underlying terms of a contract.
3. However, the Qatar Arbitration Law remains unclear in several ways; for example, it has omitted to define what is meant by administrative contracts and has not set out the types of disputes that parties are not legally permitted to settle themselves. Therefore despite marked improvements, the Qatar Arbitration Law requires further development.
4. The Qatar Arbitration Law has introduced a more streamlined process for parties seeking to arbitrate in Qatar. For example, as the Qatar Arbitration Law and QFC Arbitration Regulations ascribe to the UNCITRAL Model law, they have identical grounds under which an award may be challenged. Article 33 of the Qatar Arbitration Law and Article 41 of the QFC Arbitration Regulations provide that challenges to awards must be based on:
 - a. the validity of the arbitration agreement;
 - b. the violation of due process;
 - c. the tribunal's violation of its scope of authority;
 - d. the improper constitution of the tribunal; and/or
 - e. procedural irregularities.
5. Moreover, under the Qatar Arbitration Law, parties with Qatar-seated arbitrations, when choosing their competent court of arbitration, have the option of choosing either the Civil and Commercial Arbitral Disputes Circuit in the Court of Appeals (local Qatari courts) or the First Instance Circuit of Civil and Commercial Court of the Qatar Financial Centre (the "**QFC Court**").

QFC

1. The QFC was established under QFC Law No. 7/2005 under the management of the QFC Authority. As set out above, while the QFC is based in Qatar, the QFC is a legally distinct jurisdiction that is subject to separate rules and regulations.
2. Some key features of arbitration in the QFC and under the QFC Arbitration Regulations include:
 - a. Qatari law is based on civil law principles whereas QFC law is based on English common law;
 - b. Article 2 of the QFC Arbitration Regulations provides that QFC-seated arbitrations are not subject to Qatar's laws and regulations. This distinction is partially due to the QFC Authority's goal of promoting the QFC as a financial and business centre that focuses on clients within such fields;
 - c. QFC tribunals have the authority to determine their own jurisdiction (Article 21(1) of the QFC Arbitration Regulations); and
 - d. Parties may only challenge awards rendered in the QFC by filing an application to the First Instance Circuit of the Qatar Financial Centre Civil and Commercial Court. Thus, parties can remain confident that arbitral decisions rendered within the QFC will not be subject to mainland Qatari courts and vice versa.
3. The QFC Arbitration Regulations largely accommodate parties' needs but sometimes fall short relative to other arbitration rules. For example:
 - a. The QFC Arbitration Regulations are silent as to the confidentiality of the proceedings unlike the LCIA arbitration rules which expressly include a provision to confirm that proceedings are to be conducted confidentially or the ICC arbitration rules that impose a duty of confidentiality on arbitrators and staff of the ICC. Parties adopting the QFC Arbitration Regulations will need to consider whether to enter into a separate agreement to record such confidentiality if required and if not already incorporated into the arbitration agreement; and
 - b. QFC tribunals are authorised to grant interim measures of protection for the purposes of and in relation to arbitration proceedings; however, unlike other arbitration rules, the QFC Arbitration Regulations lack emergency arbitrator provisions.

4. While not exhaustive, these examples underscore the QFC Regulations' capacity to compete with more established arbitration rules and highlight Qatar's need to accommodate party preferences.

QICCA

1. As set out above, the QICCA administers arbitrations under both the QICCA Rules and the UNCITRAL Arbitration Rules. The QICCA also acts as an appointing authority under those UNCITRAL Rules.

2. While arbitrations in the QICCA are largely similar to other jurisdictions, there are certain nuances that parties should consider before selecting the QICCA, particularly when arbitrating under the QICCA Rules. For example, unless parties agree otherwise, tribunals are presumed to have the power to render decisions based on equity rather than the law.

3. In addition, as the Qatar Arbitration Law is relatively new, parties may face different challenges. For example, while the QICCA Rules, the Qatar Arbitration Law and the UNCITRAL Arbitration Rules allow parties to amend or supplement their claims at the tribunal's direction, the extent to which parties may do so under the Qatar Arbitration Law is unclear. As tribunals must balance parties' right to due process against the efficiency of the proceedings, parties may face the risk of either not being allowed to introduce/amend claims or alternatively their awards may be challenged due to the tribunal's excessive discretion. Given that the Qatar Arbitration Law is relatively untested, parties arbitrating under the QICCA Rules seated in Qatar should therefore endeavor to anticipate such situations to resolve their issues effectively.

George Vlavianos

Head of Qatar Office, Partner, Dispute Resolution



Recent legal developments

1. On 8 April 2020, QICCA announced that it would provide remote arbitration services to mitigate the spread of COVID-19 in the country. The remote services allowed parties to not only participate in deliberations but also: (i) select arbitrators and form tribunals; (ii) exchange notes; (iii) enter pleas; and (iv) send final awards to all relevant parties. Further, all proceedings were conducted through closed circuit TV channels to maintain parties privacy and protect corporate trade secrets. Qatar's relatively swift response here underscored its capacity to adapt and accommodate party needs.
2. On 28 March 2021, the Qatar International Court and Dispute Resolution Centre ("**QICDRC**") published a decision, *C v. D* [2021] QIC (F) 8, which dealt with the QICDRC's jurisdiction to hear disputes. In this case and prior to the claimant filing a request for arbitration, the applicant applied to the QICDRC for interim relief and precautionary measures. The arbitration agreement between the parties provided that the seat of the arbitration would be the QFC, and the venue would be Qatar. The QICDRC ruled that given the express terms and that the arbitral tribunal "*could not yet act, nor act effectively,*" the QICDRC had jurisdiction to entertain the application for interim relief and precautionary measures. The decision suggests that although the QICDRC can act in a supervisory capacity, it will likely prefer to maintain the jurisdictional integrity of QFC-seated arbitrations where a tribunal can act.
3. In March 2022, at the 4th World Conference on International Arbitration, the QICCA announced its intention to issue new QICCA Rules and affirmed its intention to meet the latest international standards and best practices. Despite confirming that these new Rules would be enforced by April 2022, the Rules have yet to be published. However, in May 2022, a draft of the new rules was published, which included provisions related to joinder and consolidation of arbitrations as well as emergency arbitration procedures and revised expedited procedure rules. Once introduced, these Rules will consolidate the QICCA's position as a leading arbitration centre.
4. In November 2022, as part of the 2030 National Vision of Qatar ("**Qatar 2030 Vision**"), Qatar established an Arbitration Affairs Management department to receive and examine arbitrator registration and registration renewal requests. The department is also charged with: (i) assessing licensing requests to establish and operate foreign arbitration branches in Qatar; and (ii) creating specialized databases and records for arbitrators, local arbitration centers, and branches of foreign arbitration centers licensed to operate within Qatar.
5. Additionally, under the Qatar 2030 Vision, Qatar became one of the first states to ratify the United Nations Convention on International Settlement Agreements Resulting from Mediation. Alongside this, the QICCA and QICDRC both issued their own mediation rules. This emphasizes Qatar's focus on modernizing its legal system to adapt to global developments.
6. In May 2023, the QICDRC clarified its jurisdictions in relation to arbitrations seated in Qatar in *A v B* [2023] QIC (F) 16. The QICDRC was asked to appoint an arbitrator in an arbitration governed by the Qatar Arbitration Law where neither party was based in the QFC. The QICDRC determined it did not have jurisdiction to assist with the appointment as the competent court would be the Court of Appeal as opposed to the QICDRC. This case clarified that if parties wish for the QICDRC to supervise their arbitrations, they would have to elect the QFC as the seat of the arbitration.
7. The above overview demonstrates that parties who want to resolve disputes quickly and cost-effectively should consider arbitration seated in Qatar as an option.

Key contacts



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Further information

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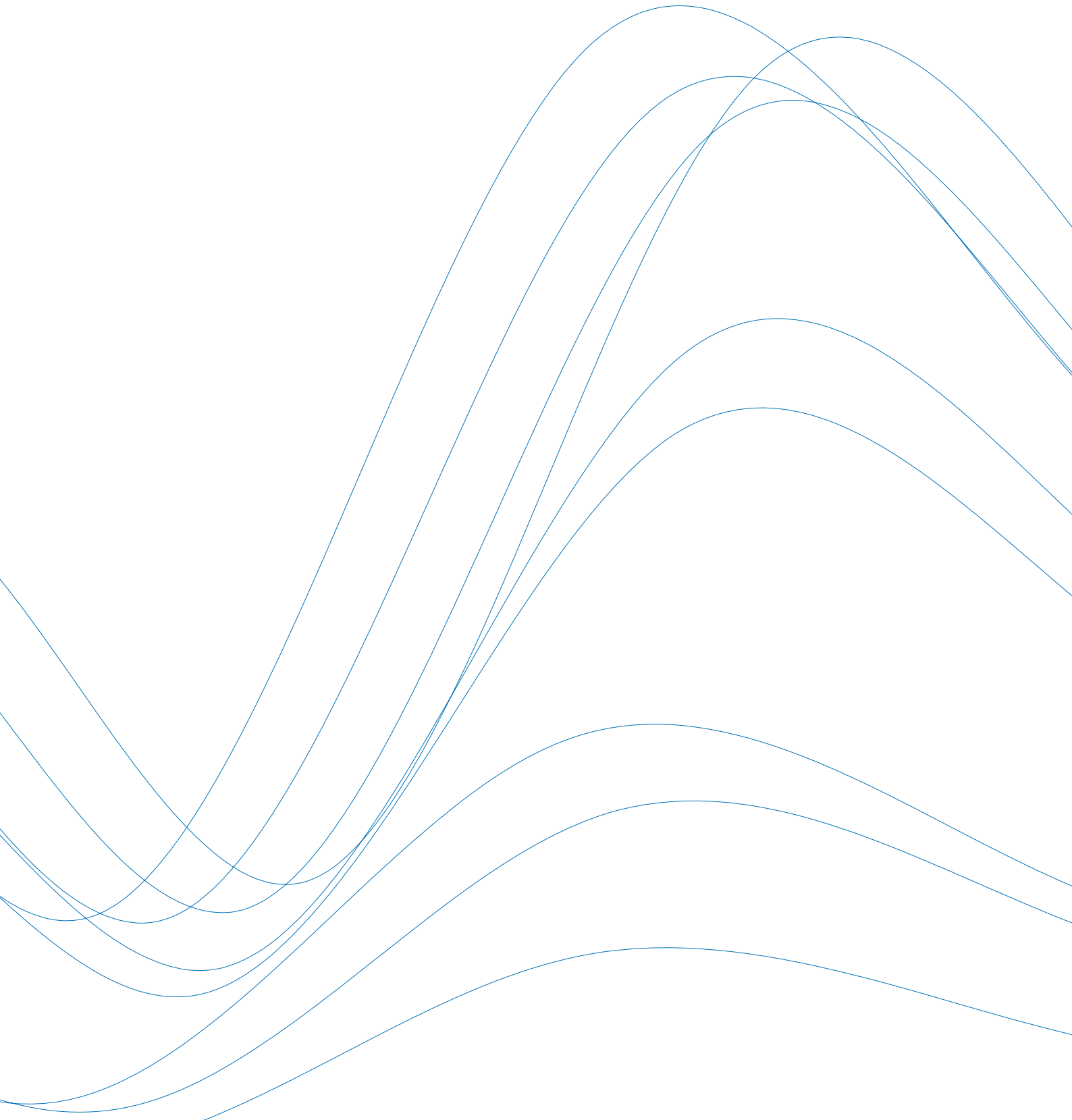


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Law No. 2 of 2017

Promulgating the Civil and Commercial Arbitration Law



Law No. (2) of 2017

Issuing the Law of Arbitration in Civil and Commercial Matters

We, Tamim Bin Hamad Al Thani (Emir of the State of Qatar)

Having reviewed the Constitution,

The Civil and Commercial Procedures Law, issued by Law No. (13) of 1990, and its amending laws,

The Judicial Authority Law, issued by Law No. (10) of 2003, as amended by Decree Law No. (21) of 2010,

The Civil Law, issued by Law No. (22) of 2004,

The Commercial Law, issued by Law No. (27) of 2006, as amended by Law No. (7) of 2010,

The Electronic Commerce and Transactions Law, issued by Decree Law No. (16) of 2010,

The Convention on the Recognition and Enforcement of Foreign Arbitral Awards, acceded by the State of Qatar by Decree No. (29) of 2003.

The Proposal of the Minister of Justice,

The draft Law proposed by the Council of Ministers,

And having consulted the Advisory Council,

have decreed the following Law:

Article (1)

The provisions of the Law of Arbitration in Civil and Commercial Matters attached to this Law shall enter into force.

Article (2)

The provisions of the Law of Arbitration in Civil and Commercial Matters attached hereto shall not apply to disputes which cannot be settled by Arbitration pursuant to any other law, or disputes that may only be submitted to Arbitration, in accordance with the provisions of laws other than those of this attached Law.

Article (3)

The provisions of the attached Law of Arbitration in Civil and Commercial Matters shall apply to any ongoing Arbitration at the time the Law enters into force and to any Arbitration commencing after the Law enters into force.

Article (4)

Articles (190) to (210) of the first Book of the aforementioned Civil and Commercial Procedures Law are repealed, as well as any provision that contravenes the provisions of the attached Law.

Article (5)

The Minister of Justice shall issue the required decisions for the implementation of the provisions of the attached Law.

Article (6)

All competent authorities, each within its own competence, shall implement this Law. It shall be published in the Official Gazette.

Tamim Bin Hamad Al Thani
Emir of the State of Qatar

Issued at the Emiri Diwan on: 19/05/1438 AH
Corresponding to: 16/02/2017 AD

The Law of Arbitration in Civil and Commercial Matters

Chapter One Definitions and General Provisions

Article (1)

On application of the provisions of this Law, the following words and phrases shall have the meaning adjacent to each, unless the context requires otherwise:

Minister: Minister of Justice

Ministry: Ministry of Justice

Arbitration: A legal consensual method to settle disputes in lieu of judicial proceedings, whether the arbitral proceedings are administered by a permanent Arbitration Centre or otherwise, according to the agreement of the Parties.

Arbitration Agreement: The Agreement mentioned in Article 7 (1) of this Law.

Parties: The two or more Parties to a dispute who agree to refer it to Arbitration.

Arbitral Tribunal: A panel consisting of a sole arbitrator or an odd number of arbitrators to settle a dispute referred to Arbitration.

The Other Authority: The authority chosen by the Parties in their agreement, pursuant to this Law, to perform certain functions related to assisting and supervising the Arbitration, whether such authority is a permanent Arbitration Centre or institution.

Competent Court: The Civil and Commercial Arbitral Disputes Circuit in the Court of Appeals, or the First Instance Circuit of the Civil and Commercial Court of the Qatar Financial Centre pursuant to the agreement of the Parties.

Competent Judge: The enforcement judge in the First Instance Circuit, or the enforcement judge in the Civil and Commercial Court of the Qatar Financial Centre, pursuant to the agreement of the Parties.

Claimant: The Party to the Agreement who initiates the request to refer the dispute to Arbitration.

Respondent: The Party to the Agreement against whom the dispute is being referred to Arbitration.

Arbitration Centres: Every legal entity authorised to administer Arbitration in accordance with the provisions of this Law.

Article (2)

1. Without prejudice to the provisions of the international conventions in force in the State of Qatar, the provisions of this Law shall apply to all Arbitrations among Parties, whether public law or private law persons, regardless of the nature of the legal relationship which is the subject of the dispute, whether the Arbitration takes place in the State of Qatar or whether it is an international commercial Arbitration taking place abroad, and the Parties agree that it shall be subject to the provisions of this Law.
2. Agreement to Arbitration in administrative contract disputes shall be subject to the approval of the Prime Minister, or the person to whom he delegates. Public juridical persons may not, in any case, refer to Arbitration to settle any disputes arising between them.
3. In applying the provisions of this Law, the Arbitration shall be deemed commercial if the dispute arises out of a legal relationship of an economic nature, whether it is contractual or not, including any commercial, investment, financial, banking, industrial, insurance or tourism transactions, or any other transaction of an economic nature.
4. In applying the provisions of this Law, the Arbitration shall be deemed international if its subject-matter is a dispute related to international trade, in the following situations:
 - a. Where the principal place of business of the Parties to the Arbitration Agreement, at the time of concluding the said agreement, is located within different countries; if either party has more than one place of business, the place of business which has the closest relationship to the subject-matter of the Arbitration Agreement shall prevail; and if any Party to the Arbitration Agreement has no place of business, the place of its habitual residence shall prevail.

- b. Where the principal place of business of all Parties to the Arbitration Agreement is located in the same country at the time of concluding the Arbitration Agreement and one of the following places is located outside that country:
 - i. The place of arbitration, as determined in the Arbitration Agreement, or according to the manner provided in the said agreement for determining the place of the Arbitration;
 - ii. The place where a substantial part of the obligations arising out of the Parties' relationship is performed;
 - iii. The place with which the subject-matter of the dispute is most closely connected.
 - c. If the subject-matter of the dispute under the Arbitration Agreement is related to more than one country.
 - d. If the Parties agree that they shall refer to a permanent Arbitration institution the main office of which is located inside or outside the country.
 - c. Written notice or correspondence sent by fax or e-mail is deemed to have been received on the date on which it is sent if no automatic error message is received by the sender;
 - d. In any situation, written notice or correspondence is deemed to have been received if it is received or sent before 6:00 PM in the country where it is received; otherwise, receipt will be deemed to have occurred on the following day;
 - e. For the purposes of calculating the periods stipulated in this Article, the calculation of a time period shall begin on the day following the day on which it is received. If the last day of that period falls on an official holiday or a business holiday at the main office or the place of business of the recipient, the time period shall be extended until the next working day. However, official holidays or business holidays that fall during the said period shall be calculated.
2. The provisions of this Article shall not apply to judicial notices before the courts.

Article (3)

In situations where this Law allows the Parties to the Arbitration to choose the procedure that must be followed in a specific matter, any of the Parties shall have the right to authorise a third party to choose that procedure. In this regard, Arbitration institutions or Centres inside or outside the State are considered to be third parties.

Article (4)

1. Unless the Parties agree otherwise, written notices or correspondence shall be served as follows:
 - a. By way of personal service to the addressee, or service to the addressee's place of business, habitual residence or mailing address that is known to the Parties or specified in the Arbitration Agreement, or in the document regulating the relationship under the Arbitration;
 - b. If none of the aforementioned addresses can be found after making a reasonable enquiry, a written notice or correspondence is deemed to have been received if it is sent to the addressee's last known place of business, habitual residence or mailing address, email address or fax known to the addressee, by registered mail or by any other means which provides a written proof of receipt;

Article (5)

If a Party becomes aware of a breach of one of the provisions of this Law from which the Parties may derogate, or of a clause of the Arbitration Agreement, and it nevertheless continues with the arbitral proceedings without initiating an objection to this breach by the agreed time limit, or without undue delay when there is no such agreement, it shall be deemed to have waived its right to object.

Article (6)

The Other Authority or the Competent Court, if the Parties fail to agree on such Authority, shall perform the functions referred to in Articles 11(5) and (6), 13(1) and (2), 14(1), and 16(3) of this Law.

Chapter Two The Arbitration Agreement

Article (7)

1. The Arbitration Agreement is the agreement of the Parties, whether they are legal persons or natural persons having the legal capacity to enter into contracts, to refer to Arbitration, to decide on all or some disputes that have arisen or that might arise between them in respect of a defined legal relationship, whether contractual or non-contractual. The Arbitration Agreement may be a separate agreement or in the form of an arbitration clause in a contract.
2. Arbitration is not permitted in matters in which conciliation is not permitted.
3. The Arbitration Agreement shall be in writing otherwise it shall be invalid. The Arbitration Agreement shall be considered in writing if it is contained in a document signed by the Parties, or it is in the form of paper or electronic correspondence, or by any other means of communication which allows for written proof of receipt.
4. The Arbitration Agreement is considered to fulfil the requirement of being in writing if one of the Parties claims that such Agreement exists in the statement of claim or the statement of defence, provided that the other Party does not deny such existence in its defence.
5. A reference in a contract to a document that contains an arbitration clause is considered to be an Arbitration Agreement, provided that the said reference shall clearly make that clause part of the contract.

6. Without prejudice to any legislative provision stipulating the termination of the substantive rights or obligations as a result of death, and unless otherwise agreed by the Parties, the Arbitration Agreement shall not expire with the death of one of the Parties, and may continue to be implemented by or against the persons who represent the said Party, as the case may be.

Article (8)

1. A court, before which a dispute subject to an Arbitration Agreement is brought, shall decide not to accept the claim, if the Respondent upholds the existence of the Arbitration Agreement, before submitting any statement or defence on the subject-matter of the claim, unless the court decides that the Arbitration Agreement is null and void, inoperative or incapable of being performed.
2. Bringing the claim referred to in the aforementioned paragraph shall not prevent the commencement or continuation of arbitral proceedings and the issuance of an award.

Article (9)

In situations where the Arbitral Tribunal, or any other person to whom the Parties have granted certain authority, does not have jurisdiction, or is incapable to act effectively at the time, the Competent Judge, on the application of one of the Parties, may order interim or precautionary measures, including the measures stipulated in Article 17(1) of this Law, either before the commencement of or during the arbitral proceedings. The said application shall not be deemed a waiver by the Party of its right to uphold the Arbitration Agreement.

Chapter Three The Arbitral Tribunal

Article (10)

The Arbitral Tribunal shall comprise one or more arbitrators, in accordance with the agreement of the Parties. If the Parties do not agree on the number of arbitrators, the number shall be three.

In the event of several arbitrators, their number must be odd; otherwise the Arbitration shall be void.

Article (11)

1. The arbitrator shall be appointed from the arbitrators who are approved and registered in the registry of arbitrators at the Ministry. Furthermore, any other person may be appointed as an arbitrator if he meets the following conditions:

- a. has full capacity;
- b. has not been convicted in a final judgment of a felony or misdemeanour involving moral turpitude or breach of public trust, even if he has been rehabilitated; and
- c. is of good conduct and reputation.

2. It is not required for the arbitrator to be of any particular nationality, unless the Parties agree otherwise or the law stipulates otherwise.

3. Acceptance of the arbitrator's appointment shall be in writing, or by means stipulated in Article 7(3) of this Law. The arbitrator shall disclose in writing, when he is approached in connection with his appointment as arbitrator, any circumstances likely to give rise to doubts as to his impartiality or independence. Such obligation of the arbitrator shall continue even if such circumstances occur after his appointment.

4. Without prejudice to the provisions of paragraph (6) and (7) of this Article, the Parties may agree the procedures that must be followed for appointing an arbitrator(s).

5. In situations where there is no Arbitration Agreement, the following procedures shall be carried out:

- a. If the Arbitral Tribunal is to comprise one arbitrator, and the Parties do not agree on the arbitrator within thirty days of the date of the written notification from the Claimant to the other Parties that they must do so, any Party may request such an appointment to be made by the Other Authority or the Competent Court, as the case may be.

b. If the Arbitral Tribunal comprises three arbitrators, each Party shall appoint an arbitrator and the two arbitrators shall then appoint a third arbitrator. If one of the Parties does not appoint an arbitrator within thirty days from the date of its receipt of a request to do so by the other Party, or if the two appointed arbitrators do not agree on the third arbitrator within thirty days from the date upon which the last one is appointed, the Other Authority or the Competent Court, as the case may be, shall make the appointment on the application of one of the Parties.

6. Where the Parties have agreed on certain appointment procedures either party may, unless the agreement governing the appointment procedures provides for an alternative method of implementation, request the Other Authority or the Competent Court, as the case may be, to implement the required procedure, in any of the following situations:

- a. if one of the Parties fails to adopt a procedure in accordance with the agreed procedures;
- b. if the Parties or the two arbitrators are unable to reach the necessary agreement in accordance with the agreed procedures; or
- c. if a third Party fails to perform any task entrusted to it in the agreed procedures.

7. Any decision, issued by the Competent Court or the Other Authority, as the case may be, on a question as set forth in Clauses (5) and (6) of this Article, shall be final and not subject to appeal.

8. The Other Authority or the Competent Court, as the case may be, must, when appointing an arbitrator, give due consideration to the nature and circumstances of the dispute and the qualifications required of the arbitrator in accordance with the agreement of the Parties, and to the considerations that would ensure the appointment of an independent and impartial arbitrator. In appointing an arbitrator or a third arbitrator, the Other Authority or the Competent Court shall have due regard to the nationality of the arbitrator while taking into consideration the nationality of the Parties.

9. All Parties, including any Arbitration Centre, arbitrator appointing authority or previously appointed arbitrator, shall be notified of any request submitted to the Other Authority or the Competent Court, as the case may be, for the appointment of an arbitrator. The request must include a summary of the nature of the dispute, the specific conditions of the Arbitration agreement, and all the steps taken toward the appointment of any remaining member of the Arbitral Tribunal.

10. In appointing an arbitrator in accordance with the above, the Other Authority or Competent Court, as the case may be, may choose the arbitrator from the registry of arbitrators at the Ministry, from the lists of arbitrators of other Arbitration Centres or from any other lists they deem appropriate. They shall carry out any required verifications for the appointment of an arbitrator who is appropriate for the nature of the dispute. Any expenses incurred in so doing, including the appointment fees of the Arbitration panel, shall be considered as costs of the Arbitration.
11. The arbitrator shall not be held liable for exercising his duties as arbitrator unless he has done so in bad faith, collusion or gross negligence.

Article (12)

An arbitrator shall not be removed unless there are circumstances that may give rise to justifiable doubts about his impartiality or independence, or if he does not have the qualifications agreed by the Parties. None of the Parties to the dispute shall remove the arbitrator that it appointed or participated in the appointment of, except for reasons of which it becomes aware after the appointment is made.

Article (13)

1. The Parties may agree to the arbitrator removal procedures. If there is no such agreement, a written request for the removal of the arbitrator shall be submitted to the Arbitral Tribunal, stating the reasons for the removal, within fifteen days from the date that the Party requesting the removal became aware of the composition of such Arbitral Tribunal or the circumstances justifying a removal. If the arbitrator whose removal is requested does not recuse himself, or if the other Party does not agree to the request for removal, the removal request shall be referred to the Other Authority or the Competent Court, as the case may be. The decision issued by the Competent Court or the Other Authority shall not be subject to appeal in any way. The Arbitral Tribunal shall stay the arbitral procedures until the determination of the removal request.
2. The Competent Court or the Other Authority, as the case may be, may – upon deciding to remove the arbitrator – determine the fees and expenses of the said arbitrator, or to recover any fees or expenses paid to him.

3. A request for removal shall not be accepted from a Party who previously submitted a request to remove the same arbitrator in the same Arbitration, unless a new reason becomes apparent for his removal which differs from the first reason, or unless it becomes aware of it after its submission of the first removal request.

Article (14)

1. When an arbitrator is unable to perform or to commence his function or ceases to perform it, leading to an unjustifiable delay in the arbitral proceedings, and does not recuse himself, and the two Parties do not agree on removing him, the Other Authority or the Competent Court, as the case may be, may order that his duties be terminated on the application of any Party. Their decision in this regard shall be final and shall not be subject to any form of challenge.
2. An arbitrator's recusal or the termination of his mandate by the Parties is not considered as evidence of the existence of any of the reasons referred to in Article (12) of this Law.

Article (15)

1. A substitute arbitrator shall be appointed to replace the arbitrator whose mandate has been terminated because of his removal, dismissal, recusal or for any other reason. The substitute arbitrator shall be appointed in accordance with the procedures that were applicable at the time of appointing the replaced arbitrator.
2. The Parties, after the appointment of a substitute arbitrator, may agree upon the applicability of the arbitral procedures taken before the appointment of the substitute. Otherwise the reconstituted Arbitral Tribunal shall decide as it deems fit in this regard.

Article (16)

1. The Arbitral Tribunal may determine pleas related to its lack of jurisdiction, including pleas based on the non-existence of an Arbitration Agreement, its validity, nullity, expiry or its inapplicability to the subject-matter of the dispute. The arbitration clause shall be considered as an agreement independent of the other clauses of the contract. The nullity, rescission or termination of the contract shall have no effect on the arbitration clause contained therein, as long as the clause is itself valid.

2. The pleas mentioned in the previous paragraph must be raised no later than the date for submitting the Respondent's statement of defence, as provided in Article (23) of this Law. A Party is not precluded from raising such a plea by the fact that it has appointed or participated in the appointment of an arbitrator. However, a claim that the Arbitral Tribunal has exceeded the scope of its jurisdiction during its hearing of the dispute shall be presented as soon as the issue arises during the arbitral proceedings. In all situations, the Arbitral Tribunal may admit a later plea if it believes that there is a justifiable reason for the delay.
 3. The Arbitral Tribunal may determine any of the pleas mentioned in this Article, prior to determining the subject-matter of the dispute or in an arbitral award, which is issued on the subject-matter of the dispute. If the Arbitral Tribunal dismisses the plea, the Party whose plea was dismissed may, within thirty days from the date of notification of the dismissal, submit an appeal before the Other Authority or the Competent Court, as the case may be, whose decision shall be final and not subject to any form of appeal. The aforementioned appeal shall not prevent the Arbitral Tribunal from continuing the arbitral proceedings or from issuing its award.
- c. Providing a means of preserving the assets by means of which later awards may be executed; and
 - d. Preserving evidence that could be important or material to the determination of the dispute. The Arbitral Tribunal may require the Party requesting such procedures to submit sufficient security for costs for the provisional measure it orders or the interim award it issues.
2. The Arbitral Tribunal may amend, stay, or cancel any provisional measure it has ordered or an interim award it has issued, either on the application of one of the Parties or on its own motion when necessary, provided that it shall notify the rest of the Parties.
 3. The Party in whose favour the order for provisional measures or an interim award is issued may, after it obtains written permission from the Arbitral Tribunal, request the Competent Judge to order the enforcement of the order or award issued by the Arbitral Tribunal, or any part of it. Copies of any request for permission or enforcement shall be sent, pursuant to this Article, to the rest of the Parties. The Competent Judge shall order the enforcement of the mentioned order or award, unless such order or award contradicts the law or public policy.
 4. The Party who requests an interim measure or award shall be liable for any costs and compensation for any damages caused by such measure or award to any Party, if the Arbitral Tribunal subsequently decides that the measure or the award was not warranted by the circumstances. The Arbitral Tribunal may require the said Party to pay costs and compensation at any time during the proceedings.

Article (17)

1. Unless the Parties agree otherwise, the Arbitral Tribunal may on the application of either Party, issue provisional measures or interim awards that are dictated by the nature of the dispute, or for the purpose of preventing irreparable harm, including any of the following measures:
 - a. Maintaining or restoring the status quo pending determination of the dispute;
 - b. Adopting a measure to prevent the occurrence of current or imminent damage, or that would prejudice the Arbitration process itself, or to prevent the adoption of procedures that may possibly result in such damage or prejudice;

Chapter Four Arbitral Proceedings

Article (18)

The Arbitral Tribunal shall be impartial and shall treat the Parties equally. It shall provide them with a full and equal opportunity to present their claim, defences and pleas.

The Arbitral Tribunal shall also avoid any unnecessary delay or expenses in order to ensure a fair and expeditious means for resolving the dispute.

Article (19)

1. Subject to the provisions of this Law, the Parties may agree to the Arbitration procedures, including rules of evidence, which must be followed by the Arbitral Tribunal. They also have the right to subject these procedures to the rules in force in any Arbitration institution or Centre inside or outside the State.
2. The Arbitral Tribunal may, subject to the provisions of this Law, apply the procedures that it deems appropriate, including the authority of the Arbitral Tribunal to accept the evidence submitted and to assess the extent of its relevance to the subject of the dispute, its materiality and its weight, unless there is an agreement between the Parties regarding the determination of the Arbitration procedures in accordance with the previous paragraph of this Article.

Article (20)

1. The Parties may agree to the place of Arbitration inside or outside the State. If no such agreement exists, the Arbitral Tribunal shall determine such place, taking into account the circumstances of the case and the convenience of the place for the Parties.
2. This shall not prejudice the power of the Arbitral Tribunal to meet in any venue that it deems appropriate for carrying out the Arbitral proceedings, such as hearing the Parties to the dispute, the witnesses or the experts, reviewing documents or inspecting chattels or property or conducting deliberation among its members, unless the Parties agree otherwise.

Article (21)

Arbitral proceedings commence on the day on which the Respondent receives the request for the dispute to be referred to Arbitration, unless the Parties agree otherwise.

Article (22)

1. The Parties may agree on the language(s) that shall be used in the arbitral proceedings. If they do not come to an agreement, the Arbitral Tribunal shall determine the language(s) that shall be used in these proceedings. This agreement or determination shall apply to information, written statements and oral arguments advanced by any Party, as well as any decision, notification or award issued by the Arbitral Tribunal, unless the agreement of the Parties or the decision to determine the language stipulates otherwise.
2. The Arbitral Tribunal may order that all or some of the documents submitted in the case be attached with a translation in the language(s) used in the Arbitration. In situations where there are multiple languages, translations may be limited to certain languages.

Article (23)

1. The Claimant shall, during the time period agreed by the Parties or set by the Arbitral Tribunal, submit a written statement of claim, which shall include its name, address, an explanation of the facts of the case, identification of the disputed matters and its requests.
2. The Respondent shall, during the time period agreed by the Parties or set by the Arbitral Tribunal, submit a written statement of defence responding to the content of the statement of claim. It may include any counter-claims related to the subject-matter of the dispute, or may maintain any right arising from it in order to offset a claim.
3. The Parties may agree on the information included in the statements mentioned in the aforementioned two paragraphs of this Article.
4. Without prejudice to the Arbitral Tribunal's right to request the Parties to submit documents during any stage of the Arbitration, the Parties may attach to their statements all documents relevant to the subject-matter. They may also refer to other documents and evidence which they intend to submit.
5. Unless the Parties agree otherwise, each Party may amend its claims or aspects of its defence, or complete the same during the course of the proceedings, unless the Arbitral Tribunal has decided not to accept such amended claims in order to prevent any delay in determining the dispute.

Article (24)

1. The Arbitral Tribunal shall hold hearings in order to enable each Party to explain the subject-matter of the case and present its arguments and evidence or in order to hear their oral submissions, unless the Arbitral Tribunal considers written documents and statements as sufficient, or the Parties agree otherwise.
2. The Arbitral Tribunal shall hear the witnesses and experts without swearing an oath.
3. The Arbitral Tribunal shall give the Parties advance notice, as it deems to be sufficient, of the date and time of the meetings, hearings, inspections and examination of documents that are set by the Arbitral Tribunal, unless the Parties have agreed to a specific date and time for such notification.
4. Unless the Parties agree otherwise, the events taking place in hearings, meetings and inspections held by the Arbitral Tribunal shall be recorded in minutes. A copy thereof shall be delivered to each of the Parties. It is also permissible that, in addition to writing, these facts may be recorded by other suitable means in accordance with the procedures determined by the Arbitral Tribunal or in accordance with the agreement of the Parties.
5. A copy of the statements, documents or other materials submitted by a Party to the Arbitral Tribunal shall be communicated to the other Party. Each Party shall also receive a copy of all the expert reports, documents and other evidence upon which the Arbitral Tribunal may rely in issuing its decision.
6. Each Party to the dispute may appoint one lawyer or more to represent them, and may seek the assistance of experts or translators. The Arbitral Tribunal may, at any time, request proof from any Party that establishes the capacity bestowed upon its representative in accordance with the form required by the Law or determined by the Arbitral Tribunal.

Article (25)

Unless the Parties agree otherwise:

1. The Arbitral Tribunal shall terminate the arbitral proceedings, if the Claimant fails to submit the statement of claim pursuant to Article 23(1) of this Law, unless it provides an acceptable excuse.
2. The Arbitral Tribunal shall continue the proceedings, if the Respondent fails to submit a statement of defence pursuant to Article 23(2) of this Law, without that being considered an acknowledgement from the Respondent of the Claimant's claims.

3. The Arbitral Tribunal may continue with the arbitral proceedings and determine the dispute, based on the evidence and elements of proof available to it, if any of the Parties fail to attend any of the hearings or to submit the requested evidence, documents or information.

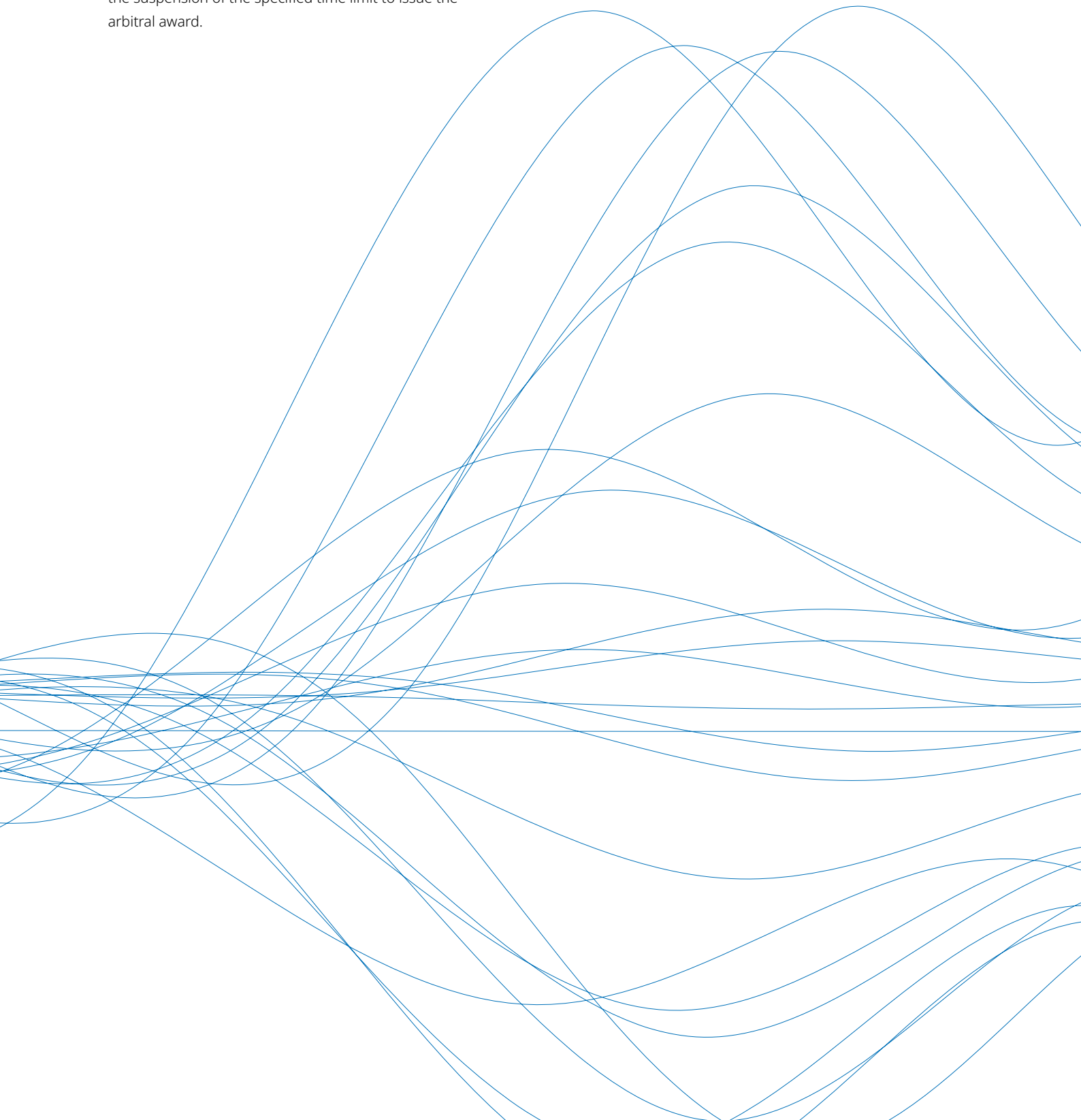
Article (26)

1. Unless the Parties agree otherwise, the Arbitral Tribunal may:
 - a. Appoint one or more experts to submit a report to the Arbitral Tribunal, either orally or in writing, concerning specific matters that the Arbitral Tribunal determines, provided that it notifies each Party with a copy of its decision determining the task assigned to the expert and the set time limit for the submission of his report.
 - b. Request any Party to submit to the expert any information related to the dispute, or to allow the expert to review or examine any documents of relevance to the subject-matter or inspect chattels or property.
2. The Arbitral Tribunal shall send a copy of the expert's report to all the Parties and allow each Party to provide its opinion about the report. All Parties shall have the right to review the documents and materials which the expert examined and relied upon in his report.
3. The Arbitral Tribunal may, further to the submission of the expert's report, either on its own motion or on the application of either Party, hold an oral session to hear the statements of the expert and to allow the Parties the opportunity to hear and discuss the content of the report. At this session, each Party may seek the assistance of one or more experts from its side to express their opinion on the matters raised in the expert's report, unless the Parties agree otherwise.
4. The fees and expenses of the expert appointed by the Arbitral Tribunal shall be paid by the Parties, in accordance with the decision of the Arbitral Tribunal.
5. The Arbitral Tribunal shall determine each dispute that arises between the expert and any of the Parties in this regard.

Article (27)

1. The Arbitral Tribunal, or any of the Parties, with the approval of the Arbitral Tribunal, may request the assistance of the Competent Court in taking evidence related to the subject-matter of the dispute, including technical expertise services and examination of evidence. If the Arbitral Tribunal considers the requested assistance necessary to make a determination regarding the subject-matter of the dispute, it may stay the arbitral proceedings until obtaining such assistance. This may result in the suspension of the specified time limit to issue the arbitral award.

2. The Competent Court may enforce the request for assistance, within the scope of its authority, in accordance with the rules it applies concerning obtaining evidence, including the judicial delegation of authority and sentencing witnesses who fail to appear before the court or who refrain from responding, in accordance with the procedures and penalties prescribed in Articles (278) and (279) of the said Civil and Commercial Procedures Law.



Chapter Five Issuing of Arbitral Awards and Termination of Procedures

Article (28)

1. The Arbitral Tribunal shall determine the dispute pursuant to the legal rules agreed by the Parties. If the Parties agree to implement the law or the legal system of a given country, only the substantive rules of that country shall be followed, but not the rules concerning conflict of laws, unless the Parties expressly agree otherwise.
2. If the Parties do not agree to the applicable legal rules, then the Arbitral Tribunal shall apply the law determined by the conflict of laws rules.
3. The Arbitral Tribunal may not determine a dispute based on the principles of justice and fairness, without complying with the provisions of the law, unless the Parties expressly permit it to do so.
4. In any situation, the Arbitral Tribunal shall determine the dispute in accordance with the terms of the contract, and shall take into consideration the customs and commercial traditions followed in that type of transaction.

Article (29)

The issued decisions, orders and awards of an Arbitral Tribunal comprising more than one arbitrator shall be based on the opinion of the majority, after deliberation conducted in the manner determined by the Arbitral Tribunal, unless the Parties agree otherwise. However, decisions may be issued on procedural issues by the arbitrator who presides over the Arbitral Tribunal if the Parties, or all members of the Arbitral Tribunal, give him the permission to do so.

Article (30)

1. If, during the course of the Arbitral proceedings, the Parties agree to settle their dispute, the Arbitral Tribunal shall end the proceedings. If the Parties ask the Arbitral Tribunal to record the settlement and its terms and the Arbitral Tribunal does not have any objection to it, the Arbitral Tribunal shall record the settlement in the form of a consent award.
2. A consent award shall be subject to the provisions of arbitral awards in the following article. Such an award shall state that it is an arbitral award. It shall have the same status, effect and enforceability as any other arbitral award.

Article (31)

1. The arbitral award shall be issued in writing and shall be signed by the arbitrator or arbitrators. If the Arbitral Tribunal comprises more than one arbitrator, the signature of the majority of the arbitrators shall suffice, provided that the reason for any omitted signature is stated in the award.
2. The arbitral award shall state the reasons upon which it is based, unless the Parties have agreed otherwise, or if the legal rules applicable to the Arbitral proceedings do not require the statement of the reasons, or if the consent award is made pursuant to the previous article of this Law.
3. The arbitral award shall state the names of the Parties and their addresses; the names, addresses, nationalities and capacities of the arbitrators; a copy of the Arbitration Agreement; the date of the issuance of the award, and the place of Arbitration, as determined in accordance with Article 20(1) of this Law. The arbitral award shall be deemed to have been issued at that place. The award shall also include a summary of the requests, statements and documents submitted by the Parties, as well as the award ruling and its reasons, if required to be stated.
4. The arbitral award shall state the costs and fees of the Arbitration and the Party who shall pay such fees and the procedures of payment, unless the Parties agree otherwise.
5. The Arbitral Tribunal shall issue the award ending the dispute within the time limit agreed by the Parties. If such agreement does not exist, the award shall be issued within one month following the conclusion of the proceedings. In all cases, the Arbitral Tribunal may extend the time limit, provided that it does not exceed one month, unless the Parties agree otherwise and consent thereto.
6. The Arbitral Tribunal may, on its own motion, or on the application of either Party, reopen the proceedings before the issuance of the arbitral award, if it deems it necessary.
7. If, during the Arbitral proceedings, a matter is brought to the Arbitral Tribunal outside the jurisdiction of the Arbitral Tribunal, or if a document submitted to the Arbitral Tribunal has been challenged as a forgery, or if any criminal proceedings have been taken regarding a forged document or any other criminal action, the Arbitral Tribunal shall continue the proceedings if it deems that, in settling this matter, the forgery of the document or the other criminal action is not necessary for deciding the dispute.

Otherwise, the Arbitral proceedings shall be stayed until a final decision on the matter is issued. This shall result in the suspension of the specified time limit for issuance of the arbitral award.

8. After the issuance of the arbitral award, each Party shall be given a copy thereof signed by the arbitrators in accordance with paragraph 1 of this Article within 15 days of the date of its issuance. The arbitral award or parts thereof may not be published without the consent of the Parties.
9. The arbitral proceedings are terminated by the issuance of an award ending the dispute or by a decision issued by the Arbitral Tribunal in the following situations:
 - a. If the Parties agree to terminate the proceedings;
 - b. If the Claimant abandons the Arbitration dispute, unless the Arbitral Tribunal decides, on the application of the Respondent, that it has a serious and legitimate interest in continuing the proceedings until the dispute is settled; or
 - c. If the Arbitral Tribunal finds that the continuation of the proceedings has become unnecessary or impossible for any other reason.
10. The mandate of the Arbitral Tribunal ends with the termination of the arbitral proceedings, subject to the provisions of Articles 32 and 33(5) of this Law.
11. The Arbitral Tribunal shall send to the administrative department in the Ministry concerned with the Arbitration affairs an electronic copy of the arbitral award or the decision ending the dispute, as the case may be, within two weeks from its issuance.

Article (32)

1. Unless the Parties agree otherwise, any Party may, within seven days of the receipt of the arbitral award, or within the period agreed by the Parties, provided that it notifies the other Parties, request the Arbitral Tribunal to:
 - a. correct any material computation or typographical errors that may have occurred in the arbitral award;
 - b. give an interpretation of a specific point or part of the arbitral award, if so agreed by the Parties.

If the Arbitral Tribunal considers the request to be justified, it shall make the correction in writing or give the interpretation within seven days from the date of receipt of the request. The interpretation or correction shall form part of the final arbitral award.

2. The Arbitral Tribunal may, provided that it notifies the Parties, correct on its own motion any error of the type referred to in paragraph 1(a) of this Article, within seven days from the date of issuance of the arbitral award.
3. Unless the Parties agree otherwise, any Party, provided that it notifies the other Party, may request the Arbitral Tribunal, within seven days from the date of receipt of the arbitral award, to issue an additional arbitral award as to the requests submitted during the arbitral proceedings but which were omitted from the award. If the Arbitral Tribunal considers the request to be justified, it shall issue the additional award within seven days from the date of the petition submission.
4. The Arbitral Tribunal may, if necessary, extend the period within which it shall make a correction to the arbitral award or issue an interpretation thereto, or issue an additional arbitral award, for a period equal to the original one.
5. The correction of the arbitral award shall be recorded in the original award and shall be signed by the Arbitral Tribunal. The provisions of the same rules, related to the arbitral award set forth in Article (31) of this Law, shall apply to the interpretation of the arbitral award and to the additional arbitral award. Other Parties shall be notified of its issuance.
6. If it is proven impossible for the Arbitral Tribunal which issued the award to convene in order to hear the request for correction or interpretation or to decide on the omitted requests, such a matter may be referred to the Competent Court for determination, unless the Parties agree otherwise.

Chapter Six Appealing the Arbitral Award

Article (33)

1. An arbitral award may not be appealed by any method of appeal, except by way of setting aside in accordance with the provisions of this Law, before the Competent Court.
2. An application for setting aside shall not be accepted unless the applicant provides proof of any of the following:
 - a. Any Party to the Arbitration Agreement was, at the time of concluding it, incompetent or under some incapacity, in accordance with the law that governs its capacity, or the Arbitration Agreement is invalid under the law to which the Parties have agreed, or under this Law if the Parties did not reach such agreement;
 - b. The Party making the application to set aside was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was unable to present its defence for any other reasons beyond its control;
 - c. The award has decided matters outside the scope of the Arbitration Agreement or in excess of the Arbitration Agreement. However, if it is possible to separate the parts of the award that are related to Arbitration from the parts unrelated to Arbitration, only the latter parts shall be set aside; or
 - d. The composition of the Arbitral Tribunal, the appointment of arbitrators or the arbitral proceedings was not in accordance with the agreement of the Parties unless such agreement was in conflict with a provision of this Law, from which the Parties cannot derogate, or failing such agreement, was not in accordance with this Law.
3. The Competent Court shall decide to set aside the arbitral award on its own motion if the subject-matter of the dispute is not capable of settlement by Arbitration under the law of the State or the arbitral award is in conflict with the public policy of the State.
4. An application for setting aside is to be filed before the Competent Court within one month from the date on which the Parties have received the award, from the date on which the party making that application is notified of the arbitral award, or from the date of issuing the correction, interpretation or the additional award stated in Article (32) of this Law, unless the Parties agree in writing to extend the time limit for the filing of the application to set aside.
5. Unless the Parties agree otherwise, the Competent Court may stay the proceedings of deciding the application at the request of one of the Parties, if it considers it appropriate, for the period that it determines in order to give the Arbitral Tribunal the opportunity to complete the Arbitral proceedings, or to take any other measure that the Arbitral Tribunal deems appropriate in order to remove the reasons for setting aside.
6. The judgment of the Competent Court shall be final and shall not be susceptible to appeal by any method of appeal.

Chapter Seven Recognition and Enforcement of the Arbitral Awards

Article (34)

1. An arbitral award shall have the status of *res judicata* and shall be enforceable, in accordance with the provisions of this Law, regardless of the country in which the award was issued.
2. An application for enforcement of the arbitral award shall be submitted in writing to the Competent Judge, with a copy of the Arbitration Agreement, and the original award or a certified copy of it in the language in which it was issued, along with a certified Arabic translation if it was issued in a foreign language, unless the parties agreed on alternative methods to enforce the arbitral award.
3. An application for enforcement of the arbitral award shall not be accepted until the lapse of the time limit set for the submittal of the application for setting aside the arbitral award.

Article (35)

Recognition or enforcement of any arbitral award may not be refused, irrespective of the country in which the arbitral award was issued, except in the following two situations:

1. Upon a request made by the Party against whom the award is invoked, if it is brought before the Competent Judge to whom the application of recognition or enforcement has been submitted, proof of one of the following grounds:
 - a. One Party to the Arbitration Agreement, at the time of the conclusion of that Agreement, was incompetent or under some incapacity under the law governing its capacity, or the Arbitration Agreement is invalid under the law to which the parties have agreed to apply to the Arbitration Agreement or under the law of the country where the award was made if the parties fail to agree on that;
 - b. The Party against whom the enforcement is sought was not duly notified of the appointment of the arbitrator or the arbitral proceedings, or was unable to present its defence for any reason beyond its control;

- c. The award has decided matters which fall outside the scope of the Arbitration Agreement, or in excess of the Arbitration Agreement. However, if it is possible to separate parts of the awards related to the Arbitration from the parts unrelated to Arbitration, it is allowed to recognise or enforce the award deciding matters within the scope of the Arbitration Agreement or the matters that did not exceed such Agreement;
 - d. The composition of the Arbitral Tribunal, appointment of arbitrators, or the arbitral proceedings was in contradiction of the law or the agreement of the Parties, or, in the absence of an agreement, was in contradiction of the law of the country where the Arbitration took place; or
 - e. The arbitral award is no longer binding to the Parties or has been set aside, or enforcement of the award has been stayed by a court of the country in which the award was issued or in accordance with the law thereof.
2. The Competent Judge on his own motion refuses to recognise or enforce the arbitral award in the following two cases:
 - a. If the subject-matter of the dispute is not capable of settlement by Arbitration under the law of the State.
 - b. Recognition or enforcement would be contrary to the public policy of the State.

If the Competent Judge became aware that the arbitral award for which the recognition or enforcement is sought, is subject to the setting aside before the court of the country where the award was issued, he may adjourn the order of enforcement as he deems fit.

In addition, the Competent Judge may upon the request of the Party seeking recognition or enforcement require the other Party to provide suitable surety.

3. An appeal from a decision to refuse or enforce an arbitral award may be brought before the Competent Court within thirty days from the date such decision is issued.

Chapter Eight Arbitration Centres and Arbitrators Approval

Article (36)

The Minister shall issue a decision to license the establishment of Arbitration Centres and branches of foreign Arbitration Centres in the State, to determine the conditions and rules for granting and cancelling licenses, and to determine the specified fees in this regard.

Article (37)

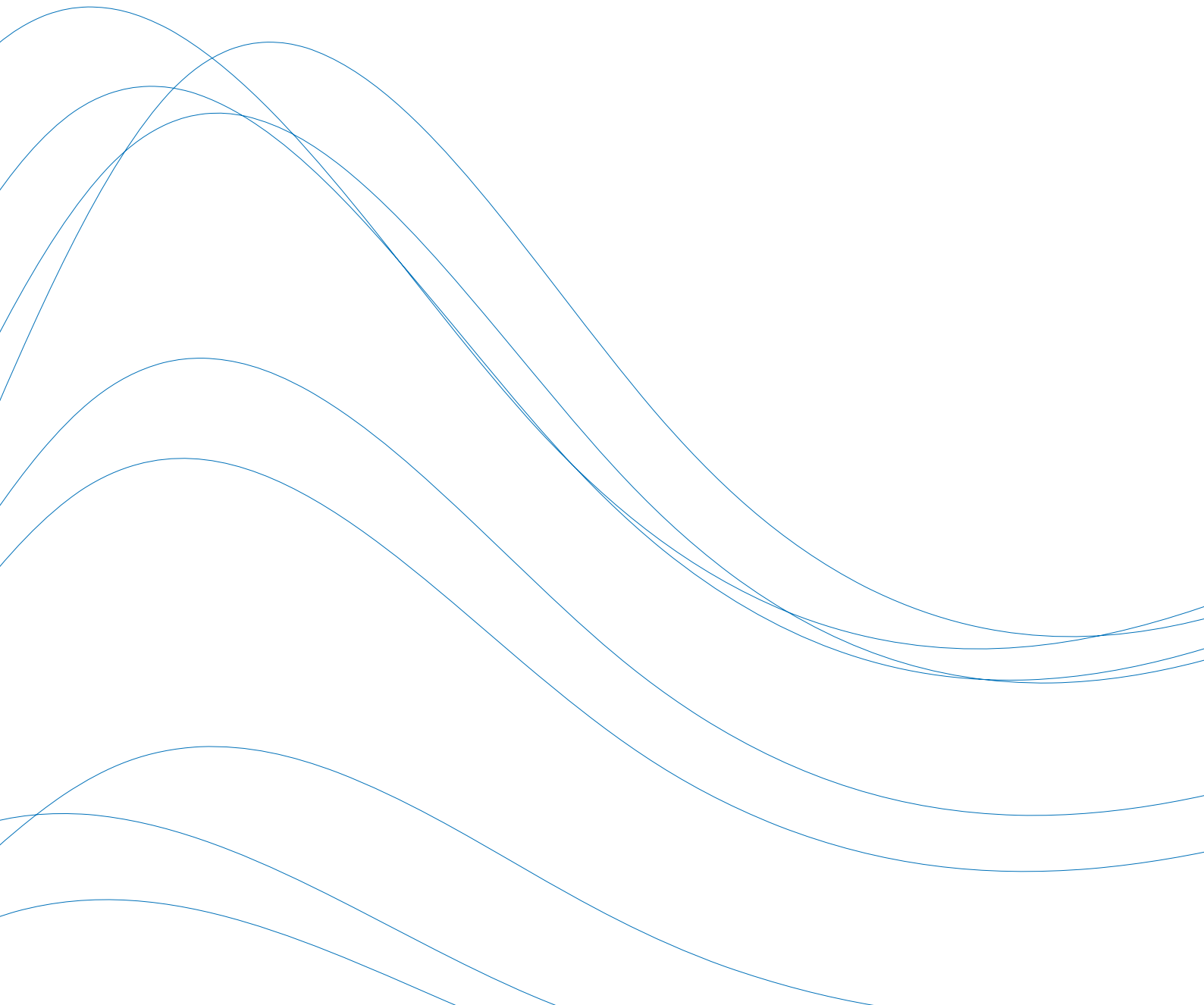
A register shall be established at the Ministry to record arbitrators approved by a decision of the Minister.

A decision by the Minister shall be issued to determine the conditions and rules for registering and striking off arbitrators in the aforementioned register, in addition to determining fees specified in this regard.

Article (38)

The Arbitration Centres existing at the time of the application of this Law shall align their status in accordance with the provisions of this Law and the decisions issued in this regard within six months of its commencement date.

A decision issued by the Council of Ministers, upon a proposal submitted by the Minister, may extend this period for a similar period or periods.



Qatar Financial Centre

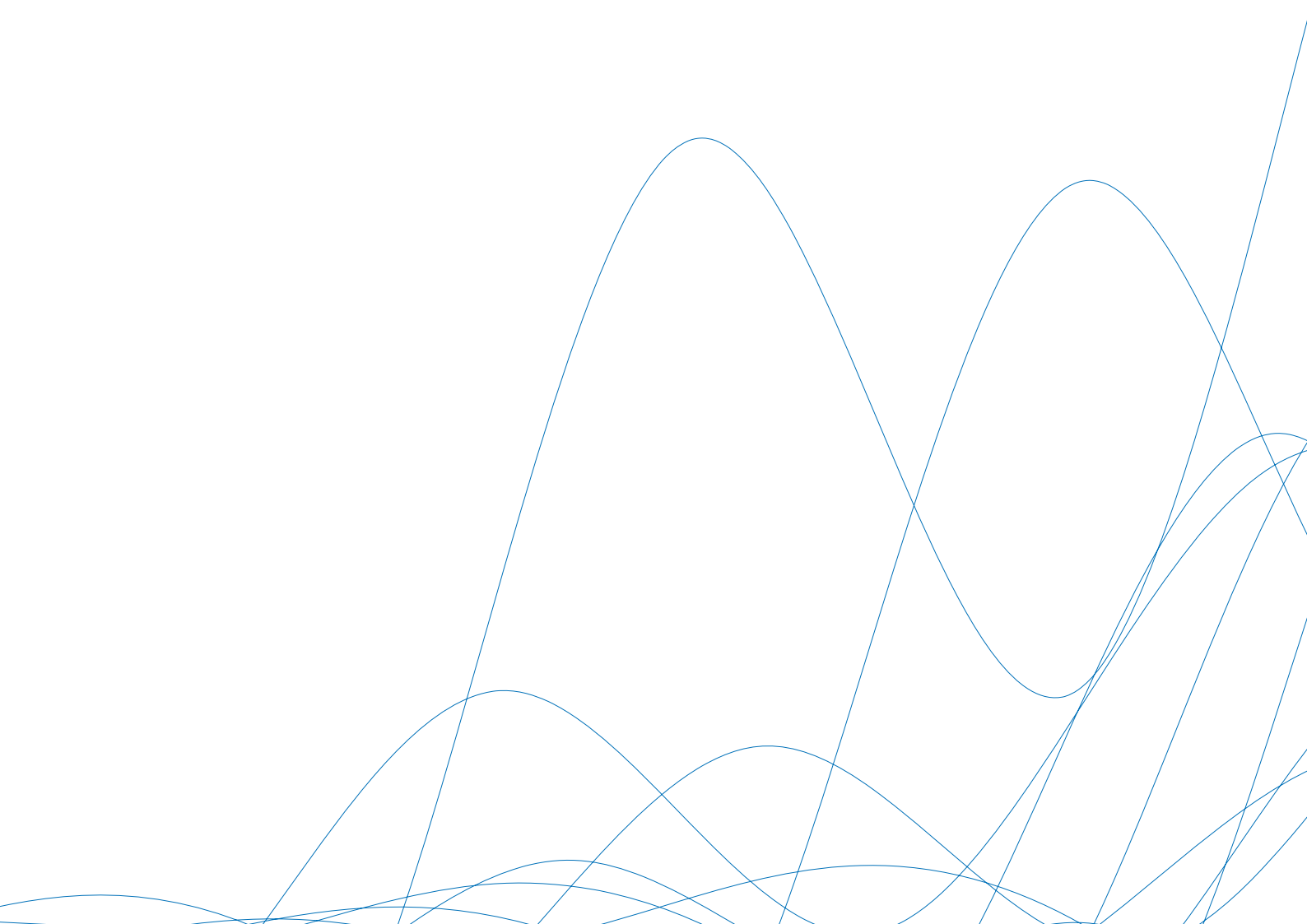
Regulation No. 8 of 2005

QFC Arbitration Regulations

The Minister of Economy and Commerce hereby enacts the following regulations pursuant to Article 9 of Law No. (7) of 2005.

Mohamed bin Ahmed bin Jassim Al Thani
Minister of Economy and Commerce of the State of Qatar

Issued at: The Qatar Financial Centre, Doha
On: 20 Shawal 1426 A.H.
Corresponding to: 22 November 2005 A.D.



Part 1 – Application, Interpretation and Commencement

Article 1 – Citation

These Regulations may be referred to as the Arbitration Regulations 2005.

Article 2 – Application

These Regulations are made by the Minister pursuant to Article 9 of the QFC Law and shall apply in the QFC. To the fullest extent permitted by the QFC Law, the laws, rules and regulations of the State concerning Arbitration shall not apply in the QFC.

Article 3 – Commencement

These Regulations shall come into force on the date of signature by the Minister.

Article 4 – Language

In accordance with Article 9 of the QFC Law, these Regulations are written in the English language and the English text thereof shall be the official original text. Any translation thereof into another language shall not be authoritative and in the event of any discrepancy between the English text of these Regulations and any other version, the English text shall prevail.

Article 5 – Interpretation

Words and expressions used in these Regulations and interpretative provisions applying to these Regulations are set out in Part 5.

Part 2 – Scope of Application

Article 6 – Scope of Application of the Regulations

1. Parts 1 to 4 of these Regulations apply where the QFC is the Seat of an Arbitration.

2. Articles 11, 12, 23 and Part 4 of these Regulations also apply where the Seat is one other than that of the QFC or where no Seat has been designated or determined.

Part 3 – Arbitration

Section 1 – General Provisions

Article 7 – Rules of Interpretation

1. Where a provision of these Regulations, except Article 34, leaves the parties free to determine a certain issue, such freedom includes the right of the parties to authorise a third party, including an institution, to make that determination.
2. Where a provision of these Regulations refers to the fact that the parties have agreed or that they may agree or in any other way refers to an agreement of the parties, such agreement includes any arbitration rules referred to in that agreement.
3. Where a provision of these Regulations, other than in Articles 31(1) and 39(2)(A), refers to a claim, it also applies to a counterclaim, and where it refers to a defence, it also applies to a defence to such counterclaim.

Article 8 – Receipt of Written Communications

1. Unless otherwise agreed by the parties to a dispute:
 - a. any written communication is taken to have been received if it is delivered to the addressee personally or if it is delivered at his place of business, habitual residence, mailing address or address for the receipt of facsimiles, telex, email or any other means of telecommunication that provides a record of transmission; if none of these can be found after making a reasonable inquiry, a written communication is taken to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or by any other means which provides a record of the attempt to deliver it or of its transmission to that party; and

- b. the communication is taken to have been received on the day it is so delivered.
2. The provisions of this Article do not apply to communications in Court proceedings.

Article 9 – Waiver of Right to Object

A party who knows that any provision of these Regulations from which the parties may derogate or any requirement under the Arbitration Agreement has not been complied with and yet proceeds with the Arbitration without stating his objection to such non-compliance without undue delay or, if a time limit is provided therefor, within such period of time, shall be deemed to have waived his right to object.

Section 2 – Arbitration Agreement

Article 10 – Definition and form of Arbitration Agreement

1. An Arbitration Agreement is an agreement by the parties to submit to Arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not. An Arbitration Agreement must be in writing and may be in the form of an arbitration clause in a contract or in the form of a separate agreement.
2. Any standard term or condition of membership or licence or other association with the QFC which requires parties to arbitrate disputes shall be considered a binding Arbitration Agreement under these Regulations.
3. An Arbitration Agreement is taken to be in writing if the arbitration clause or arbitration terms and conditions or any arbitration rules referred to by the Arbitration Agreement are in writing, even if the contract or the separate Arbitration Agreement may have been concluded orally, by conduct or by other means not in writing.
4. Furthermore, an Arbitration Agreement is in writing if it is contained in an exchange of documents in, or preparatory to, Court or Arbitration proceedings in which the existence of an agreement is alleged by one party and not denied by the other.
5. The reference in a contract to a text containing an arbitration clause constitutes an Arbitration Agreement provided that (i) the reference is such as to make that clause part of the contract and (ii) the text actually existed when the contract containing the reference to it was entered into.

6. The written arbitration terms and conditions, together with any writing incorporating by reference or containing those terms and conditions, or which those terms and conditions incorporate by reference, constitute the Arbitration Agreement.

7. For the purposes of this Article:

- a. “writing” includes any form that provides a tangible record of the agreement or is otherwise accessible as a data message so as to be usable for subsequent reference; and
- b. “data message” means information generated, sent, received or stored by electronic, optical or similar means including, but not limited to, electronic data interchange, electronic mail, telegram, telex or telecopy.

Article 11 – Arbitration Agreement and Substantive Claim before Court

1. If an action is brought before the QFC Tribunal in a matter which is the subject of an Arbitration Agreement, the QFC Tribunal shall, if a party so requests not later than when submitting his first statement on the substance of the dispute, refer the parties to Arbitration unless it finds that the Arbitration Agreement is null and void, inoperative or incapable of being performed.
2. Where an action referred to in paragraph 11(1) of this Article has been brought, arbitral proceedings may nevertheless be commenced or continued, and an award may be made, while the issue is pending before the QFC Tribunal.

Article 12 – Arbitration Agreement and Interim Measures by Court

1. It is not incompatible with an Arbitration Agreement for a party to request, before or during arbitral proceedings, from a Court an interim measure of protection and for a Court to grant such measure.
2. The QFC Tribunal shall have the same power of issuing interim measures and protection for the purposes of and in relation to Arbitration proceedings as it has for the purposes of and in relation to other proceedings in the QFC Tribunal and shall exercise that power in accordance with its own rules and procedures insofar as these are relevant to the specific features of an Arbitration.

Section 3 – Composition of Arbitral Panel

Article 13 – Number of Arbitrators

1. The parties are free to determine the number of arbitrators provided that it is an odd number.
2. Failing such determination, the number of arbitrators shall be three unless, in the case of an Administered Arbitration, the arbitral institution considers it appropriate to have a sole arbitrator.

Article 14 – Appointment of Arbitrators

1. No person shall be precluded by reason of his nationality from acting as an arbitrator, unless otherwise agreed by the parties.
2. The parties are free to agree on a procedure of appointing the arbitrator or arbitrators, subject to the provisions of paragraphs 14(4) and 14(5) of this Article.
3. Failing such agreement,
 - a. in an Arbitration with three arbitrators, each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a party fails to appoint the arbitrator within 30 days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within 30 days of their appointment, the appointment shall be made, upon request of a party, by the QFC Tribunal;
 - b. in an Arbitration with a sole arbitrator, if the parties are unable to agree on the arbitrator within 30 days of receipt of a request to do so from the other party, he shall be appointed, upon request of a party, by the QFC Tribunal.
4. Where, under an appointment procedure agreed upon by the parties,
 - a. a party fails to act as required under such procedure; or
 - b. the parties, or two arbitrators, are unable to reach an agreement expected of them under such procedure; or
 - c. a third party, including an arbitral institution, fails to perform any function entrusted to it under such procedure any party may request the QFC Tribunal to take the necessary measure, unless the agreement on the appointment procedure provides other means for securing the appointment.

5. A decision on a matter entrusted by paragraph 14(3) or 14(4) of this Article to the QFC Tribunal shall not be subject to appeal. The Court, in appointing an arbitrator, shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and, in the case of a sole or third arbitrator, shall take into account as well the advisability of appointing an arbitrator of a nationality other than that of any party.

Article 15 – Grounds for Challenge

1. When a person is approached in connection with his possible appointment as an arbitrator, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties and any arbitral institution administering the Arbitration unless they have already been so informed by him.
2. An arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to his impartiality or independence, or if he does not possess qualifications agreed to by the parties. A party may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

Article 16 – Challenge Procedure

1. The parties are free to agree on a procedure for challenging an arbitrator, subject to the provisions of paragraph 16(3) of this Article.
2. Failing such agreement, a party who intends to challenge an arbitrator shall, within fifteen days after becoming aware of the constitution of the Arbitral Panel or after becoming aware of any circumstance referred to in Article 15(2), send a written statement of the reasons for the challenge to the Arbitral Panel. Unless the challenged arbitrator withdraws from his office or the other party agrees to the challenge, the Arbitral Panel shall decide on the challenge.

3. If a challenge under any procedure agreed upon by the parties or under the procedure of paragraph 16(2) of this Article is not successful, the challenging party may request, within thirty days after having received notice of the decision rejecting the challenge, the QFC Tribunal to decide on the challenge, which decision shall be subject to no appeal; while such a request is pending, the Arbitral Panel, including the challenged arbitrator, may continue the arbitral proceedings and make an Award.

Article 17 – Failure or Impossibility to Act

1. If an arbitrator becomes as a matter of fact or law unable to perform his functions or for other reasons fails to act without undue delay, his mandate terminates if he withdraws from his office or if the parties agree on the termination. Otherwise, if a controversy remains concerning any of these grounds, any party may request the QFC Tribunal to decide on the termination of the mandate, which decision shall be subject to no appeal.
2. If, under this Article or Article 16(2), an arbitrator withdraws from his office or a party agrees to the termination of the mandate of an arbitrator, this does not imply acceptance of the validity of any ground referred to in this Article or Article 15(2).

Article 18 – Appointment of Substitute Arbitrator

Where the mandate of an arbitrator terminates under Articles 16 or 17 or because of his withdrawal from office for any other reason or because of the revocation of his mandate by agreement of the parties or in any other case of termination of his mandate, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced, unless otherwise agreed by the parties.

Article 19 – Immunity of Arbitrator

An arbitrator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as arbitrator unless the act or omission is shown to have been in bad faith.

Section 4 – Consolidation of Arbitration Proceedings

Article 20 – Consolidation or Joinder of Arbitration Proceedings

The QFC Tribunal, on the application of the parties to two or more Arbitration proceedings, may order:

1. the Arbitration proceedings to be consolidated, on terms it considers just;
2. the Arbitration proceedings to be heard at the same time, or one immediately after another; or
3. any of the Arbitration proceedings to be stayed until after the determination of any other of them.

Section 5 – Jurisdiction of Arbitral Panel

Article 21 – Competence of Arbitral Panel to Rule on its Jurisdiction

1. The Arbitral Panel may rule on its own jurisdiction, including any objections with respect to the existence or validity of the Arbitration Agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Panel that the contract is null and void shall not by itself determine the invalidity of the arbitration clause.
2. A plea by a respondent or other party that the Arbitral Panel does not have jurisdiction shall be raised not later than the submission of his defence or, for another party, his first written statement in the Arbitration. A party is not precluded from raising such a plea by the fact that he has appointed, or participated in the appointment of, an arbitrator. A plea that the Arbitral Panel is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is identified during the arbitral proceedings. The Arbitral Panel may, in either case, admit a later plea if it considers the delay justified.
3. The Arbitral Panel may rule on a plea referred to in paragraph 21(2) of this Article either as a preliminary question or in an Award on the merits. If the Arbitral Panel rules as a preliminary question that it has jurisdiction, any party may request, within thirty days after having received notice of that ruling, the QFC Tribunal to decide the matter, which decision shall be subject to no appeal; while such a request is pending, the Arbitral Panel may continue the arbitral proceedings and make an Award.

Article 22 – Power of Arbitral Panel to Order Interim Measures

1. Unless otherwise agreed by the parties, the Arbitral Panel may, at the request of a party, grant interim measures of protection.
2. An interim measure of protection is any temporary measure whether in the form of an Award or in another form by which, at any time prior to the issuance of the award by which the dispute is finally decided, the Arbitral Panel orders a party to:
 - a. maintain or restore the status quo pending determination of the dispute;
 - b. take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm, or to prejudice the arbitral process itself;
 - c. provide a means of preserving assets out of which a subsequent award may be satisfied; or
 - d. preserve evidence that may be relevant and material to the resolution of the dispute.
3. The party requesting the interim measure of protection shall satisfy the Arbitral Panel that:
 - a. harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
 - b. there is a reasonable possibility that the requesting party will succeed on the merits, provided that any determination on this possibility shall not affect the discretion of the Arbitral Panel in making any subsequent determination.
4. The Arbitral Panel may require the requesting party or any other party to provide appropriate security in connection with such interim measure of protection.
5. The requesting party shall promptly make disclosure of any material change in the circumstances on the basis of which the party made the request for, or the Arbitral Panel granted, the interim measure of protection.
6. The Arbitral Panel may modify, suspend or terminate an interim measure of protection it has granted, at any time, upon application of any party or, in exceptional circumstances, on the Panel's own initiative, upon prior notice to the parties.

7. The requesting party shall be liable for any costs and damages caused by the interim measure of protection to the party against whom it is directed, if the Arbitral Panel later determines that, in the circumstances, the interim measure should not have been granted. The Arbitral Panel may order an award of costs and damages at any point during the proceedings.

Article 23 – Recognition and Enforcement of Interim Measures of Protection

1. An interim measure of protection issued by an Arbitral Panel shall be recognised as binding and, unless otherwise provided by the Arbitral Panel, enforced upon application to the QFC Tribunal, irrespective of the country in which it was issued, subject to the provisions of this Article.
2. The QFC Tribunal may refuse to enforce an interim measure of protection, only:
 - a. at the request of the party against whom it is invoked, if the QFC Tribunal is satisfied that:
 - i. such refusal is warranted on the grounds set forth in Article 43(1)(A)(i), (ii), (iii) or (iv); or
 - ii. any requirement to provide appropriate security in connection with the interim measure issued by the Arbitral Panel has not been complied with; or
 - iii. the interim measure has been terminated or suspended by the Arbitral Panel or, where so empowered, by the Court of the state in which the Arbitration takes place or under the law of which that interim measure was granted; or
 - b. if the QFC Tribunal finds that:
 - i. the interim measure is incompatible with the powers conferred upon the QFC Tribunal, unless the QFC Tribunal decides to reformulate the interim measure to the extent necessary to adapt it to its own powers and procedures for the purposes of enforcing that interim measure and without modifying its substance; or
 - ii. any of the grounds set forth in Article 43(1)(B)(i) or (ii) apply to the enforcement of the interim measure.

3. Any determination made by the QFC Tribunal on any ground in paragraph 23(2) of this Article shall be effective only for the purposes of the application to recognise and enforce the interim measure of protection. The QFC Tribunal where recognition or enforcement is sought shall not, in exercising that power, undertake a review of the substance of the interim measure.
4. The party who is seeking or has obtained recognition or enforcement of an interim measure of protection shall promptly inform the QFC Tribunal of any termination, suspension or modification of that interim measure.
5. The QFC Tribunal where recognition or enforcement is sought may if it considers it proper require the requesting party to provide appropriate security, if the Arbitral Panel has not already made a determination with respect to security, or where such a decision is necessary to protect the rights of third parties.

Section 6 – Conduct of Arbitral Proceedings

Article 24 – Equal Treatment of Parties

The parties shall be treated with equality and each party shall be given a full opportunity of presenting his case.

Article 25 – Determination of Rules of Procedure

1. Subject to the provisions of these Regulations, the parties are free to agree on the procedure to be followed by the Arbitral Panel in conducting the proceedings.
2. Failing such agreement, the Arbitral Panel may, subject to the provisions of these Regulations, conduct the Arbitration in such manner as it considers appropriate. The power conferred upon the Arbitral Panel includes the power to determine the admissibility, relevance, materiality and weight of any evidence.

Article 26 – Seat of Arbitration

1. The parties are free to agree on the Seat of Arbitration. Failing such agreement, the Seat shall be determined by the Arbitral Panel or, in the case of an Administered Arbitration, the arbitral institution, having regard to the circumstances of the case, including the convenience of the parties.

2. Notwithstanding the provisions of paragraph 26(1) of this Article, the Arbitral Panel may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of goods, other property or documents relevant to the dispute.

Article 27 – Commencement of Arbitral Proceedings

Unless otherwise agreed by the parties, the arbitral proceedings in respect of a particular dispute commence on the date on which a request for that dispute to be referred to Arbitration is received by the respondent.

Article 28 – Language

1. The parties are free to agree on the language or languages to be used in the arbitral proceedings. Failing such agreement, the Arbitral Panel shall determine the language or languages to be used in the proceedings. This agreement or determination, unless otherwise specified therein, shall thereafter apply to any written statement by a party, any hearing and any award, decision or other communication by the Arbitral Panel.
2. The Arbitral Panel may order that any documentary evidence shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the Arbitral Panel.

Article 29 – Statements of Claim and Defence

1. Within the period of time agreed by the parties or determined by the Arbitral Panel, the claimant shall state the facts supporting his claim, the points at issue and the relief or remedy sought, and the respondent shall state his defence in respect of these particulars, unless the parties have otherwise agreed as to the required elements of such statements. The parties may submit with their statements all documents they consider to be relevant or may add a reference to the documents or other evidence they will submit.
2. Unless otherwise agreed by the parties, either party may amend or supplement his claim or defence during the course of the arbitral proceedings, unless the Arbitral Panel considers it inappropriate to allow such amendment having regard to the delay in making it.

Article 30 – Hearings and Written Proceedings

1. Subject to any contrary agreement by the parties, the Arbitral Panel shall decide whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials. However, unless the parties have agreed that no hearing shall be held, the Arbitral Panel shall hold such hearings at an appropriate stage of the proceedings, if so requested by a party.
2. The parties shall be given sufficient advance notice of any hearing and of any meeting of the Arbitral Panel for the purposes of inspection of goods, other property or documents relevant to the dispute.
3. All statements, documents or other information supplied to the Arbitral Panel by one party shall be communicated to the other party. Also any expert report or evidentiary document on which the Arbitral Panel may rely in making its decision shall be communicated to the parties.

Article 31 – Default of a Party

Unless otherwise agreed by the parties, if, without showing sufficient cause:

1. the claimant fails to communicate his statement of claim in accordance with Article 29(1), the Arbitral Panel may terminate the proceedings;
2. the respondent fails to communicate his statement of defence in accordance with Article 29(1), the Arbitral Panel shall continue the proceedings without treating such failure in itself as an admission of the claimant's allegations; and
3. any party fails to appear at a hearing or to produce documentary evidence, the Arbitral Panel may continue the proceedings and make the Award on the evidence before it.

Article 32 – Expert Appointed by Arbitral Panel

1. Unless otherwise agreed by the parties, the Arbitral Panel:
 - a. may appoint one or more experts to report to it on specific issues to be determined by the Arbitral Panel; and
 - b. may require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.

2. Unless otherwise agreed by the parties, if a party so requests or if the Arbitral Panel considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing where the parties have the opportunity to put questions to him and to present expert witnesses in order to testify on the points at issue.

Article 33 – Court Assistance in taking Evidence

The Arbitral Panel or a party with the approval of the Arbitral Panel may request from the QFC Tribunal assistance in taking evidence. The QFC Tribunal may execute the request within its competence and according to its rules on taking evidence.

Section 7 – Making of Award and Termination of Proceedings

Article 34 – Rules Applicable to Substance of Dispute

1. The Arbitral Panel shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute. Any designation of the law or legal system of a given state or jurisdiction shall be construed, unless otherwise expressed, as directly referring to the substantive law of that state or jurisdiction and not to its conflict of laws rules.
2. Failing any designation by the parties, the Arbitral Panel shall apply the law determined by the conflict of laws rules which it considers applicable.
3. The Arbitral Panel shall decide according to equity and good conscience only if the parties have expressly authorised it to do so, whether before or after the Arbitration has commenced.
4. In all cases, the Arbitral Panel shall decide in accordance with the terms of the contract and applicable law, and shall take into account the usages of the trade applicable to the transaction.

Article 35 – Decision Making by panel of Arbitrators

In arbitral proceedings with more than one arbitrator, any decision of the Arbitral Panel shall be made, unless otherwise agreed by the parties, by a majority of all its members. However, questions of procedure may be decided by a presiding arbitrator, if so authorised by the parties or all members of the Arbitral Panel.

Article 36 – Settlement

1. If, during arbitral proceedings, the parties settle the dispute, the Arbitral Panel shall terminate the proceedings and, if requested by the parties and not objected to by the Arbitral Panel, record the settlement in the form of an Award on agreed terms.
2. An Award on agreed terms shall be made in accordance with the provisions of Article 37 and shall state that it is an Award. Such an Award has the same status and effect as any other Award on the merits of the case.

Article 37 – Form and Contents of Award

1. The Award shall be made in writing and shall be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the Arbitral Panel shall suffice, provided that the reason for any omitted signature is stated.
2. The Award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the Award is an Award on agreed terms under Article 36.
3. The Award shall state its date and the Seat of Arbitration as determined in accordance with Article 26(1). The Award shall be deemed to have been made at the Seat.
4. After the Award is made, a copy signed by the arbitrators in accordance with paragraph 37(1) of this Article shall be delivered to each party.

Article 38 – Costs of Proceedings and Interest

Unless the parties to an Arbitration Agreement have (whether in the agreement or in any other document in writing) otherwise agreed, an Arbitral Panel may in making an Award:

1. direct to whom, by whom, and in what manner, the whole or any part of the costs that it awards shall be paid;
2. fix the amount of costs to be paid or any part of those costs; and
3. award interest on any sums it directs to be paid.

Article 39 – Termination of Proceedings

1. The arbitral proceedings are terminated by the final Award or by an order of the Arbitral Panel in accordance with paragraph 39(2) of this Article.
2. The Arbitral Panel shall issue an order for the termination of the arbitral proceedings when:
 - a. the claimant withdraws his claim, unless the respondent objects thereto and the Arbitral Panel recognises a legitimate interest on his part in obtaining a final settlement of the dispute;
 - b. the parties agree on the termination of the proceedings; or
 - c. the Arbitral Panel finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.
3. The mandate of the Arbitral Panel terminates with the termination of the arbitral proceedings, subject to the provisions of Articles 40 and 41(4).

Article 40 – Correction and Interpretation of Award; Additional Award

1. Within 30 days of receipt of the Award, unless another period of time has been agreed upon by the parties:
 - a. a party, with notice to the other party, may request the Arbitral Panel to correct in the Award any errors in computation, any clerical or typographical errors or any errors of similar nature; and
 - b. if so agreed by the parties, a party, with notice to the other party, may request the Arbitral Panel to give an interpretation of a specific point or part of the Award.

If the Arbitral Panel considers the request to be justified, it shall make the correction or give the interpretation within thirty days of receipt of the request. The interpretation shall form part of the Award.

2. The Arbitral Panel may correct any error of the type referred to in paragraph 40(1)(A) of this Article on its own initiative within 30 days of the date of the Award.

3. Unless otherwise agreed by the parties or in respect of an agreed Award made under Article 36, a party, with notice to the other party, may request, within 30 days of receipt of the Award, the Arbitral Panel to make an additional Award as to claims presented in the arbitral proceedings but omitted from the Award. If the Arbitral Panel considers the request to be justified, it shall make the additional Award within 60 days.
 4. The Arbitral Panel may extend, if necessary, the period of time within which it shall make a correction, interpretation or an additional Award under paragraph 40(1) or 40(3) of this Article.
 5. The provisions of Article 37 shall apply to a correction or interpretation of the Award or to an additional Award.
- iv. the composition of the Arbitral Panel or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of these Regulations from which the parties cannot derogate, or, failing such agreement, was not in accordance with these Regulations; or
- b. if the QFC Tribunal finds that:
 - i. the subject-matter of the dispute is not capable of settlement by Arbitration under QFC Law; or
 - ii. the Award is not in the interest of the QFC.
3. Except as set out herein, an application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the Award or, if a request had been made under Article 40, from the date on which that request had been disposed of by the Arbitral Panel. The time limit set out above shall not apply to an application to the QFC Tribunal to have an Award set aside on the grounds that the Award is in conflict with the public policy of the QFC.

Section 8 – Recourse Against Award

Article 41 – Application for Setting Aside as Exclusive Recourse Against Award

1. Recourse to the QFC Tribunal against an Award may be made only by an application for setting aside in accordance with paragraphs 41(2) and 41(3) of this Article. Such application may only be made to the QFC Tribunal.
2. An Award may be set aside by the QFC Tribunal only if:
 - a. the party making the application furnishes proof that:
 - i. a party to the Arbitration Agreement was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the QFC;
 - ii. the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case;
 - iii. the Award deals with a dispute not contemplated by or not falling within the terms of the submission to Arbitration, or contains decisions on matters beyond the scope of the submission to Arbitration, provided that, if the decisions on matters submitted to Arbitration can be separated from those not submitted, only that part of the Award which contains decisions on matters not submitted to Arbitration may be set aside; or

4. The QFC Tribunal, when asked to set aside an Award, may, where appropriate and so requested by a party, suspend the setting-aside proceedings for a period of time determined by it in order to give the Arbitral Panel an opportunity to resume the arbitral proceedings or to take such other action as in the Arbitral Panel's opinion will eliminate the grounds for setting aside.

Part 4 – The Recognition and Enforcement of Non-QFC Awards

Article 42 – Recognition and Enforcement of Non-QFC Awards

1. An Award, which for the purpose of this Part only shall include a Non-QFC Award, shall be recognised as binding and shall be enforced in the QFC in accordance with the provisions of this Part.
2. The QFC Tribunal has sole and exclusive jurisdiction to hear applications for the enforcement of an Award in the QFC.
3. The party relying on an Award or applying for its enforcement shall supply the duly authenticated original Award or a duly certified copy thereof, and the original Arbitration Agreement referred to in Article 10 or a duly certified copy thereof.

4. The QFC Tribunal may on the application of a party for the enforcement of an Award make:

- a. an order to enforce the Award in the QFC; and
- b. any other orders ancillary to the enforcement of the Award.

Article 43 – Grounds for Refusing Recognition or Enforcement

1. The QFC Tribunal may refuse to recognise or enforce an Award only:

- a. at the request of the party against whom it is invoked, if that party furnishes to the QFC Tribunal proof that:
 - i. a party to the Arbitration Agreement referred to in Article 10 of these Regulations was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the Award was made;
 - ii. the party against whom the Award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case;

- iii. the Award deals with a dispute not contemplated by or not falling within the terms of the submission to Arbitration, or it contains decisions on matters beyond the scope of the submission to Arbitration, provided that, if the decisions on matters submitted to Arbitration can be separated from those not so submitted, that part of the Award which contains decisions on matters submitted to Arbitration may be enforced;

- iv. the composition of the Arbitral Panel or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the Arbitration took place;

- v. the Award has not yet become binding on the parties or has been set aside or suspended by a Court of the country in which or under the law of which that Award was made; or

b. if the QFC Tribunal finds that:

- i. the subject-matter of the dispute would not have been capable of settlement by Arbitration under the laws of the QFC; or
- ii. the recognition or enforcement of the Award would be contrary to the public policy of the QFC.

2. If an application for the setting aside or suspension of a Non-QFC Award has been made to the Court of the Seat of the Non-QFC Award, the QFC Tribunal may, if it considers it proper, adjourn its decision and may also, on the application of the party seeking recognition or enforcement of the Non-QFC Award, order the other party to provide appropriate security.

Part 5 – Interpretation and Definitions

Article 44 – Interpretation

1. In these Regulations, a reference to:
 - a. a provision of any law or regulation includes a reference to that provision as amended or re-enacted from time to time;
 - b. an obligation to publish or cause to be published a particular document shall, unless expressly provided otherwise in these Regulations, include publishing or causing to be published in printed or electronic form;
 - c. a calendar year shall mean a year of the Gregorian calendar;
 - d. a month shall mean a month of the Gregorian calendar;
 - e. the masculine gender includes the feminine and the neuter; and
 - f. references to a person includes any natural or judicial person, body corporate, or body unincorporate, including a branch, company, partnership unincorporated association, government or state.
2. The headings in these Regulations shall not affect its interpretation.
3. A reference in these Regulations to a Schedule, an Article or a Part using a short form description of such Schedule, Article or Part in parenthesis are for convenience only and the short form description shall not affect the construction of the Article or Part to which it relates.
4. A reference in these Regulations to a Schedule, an Article or a Part by number only, and without further identification, is a reference to a Schedule, an Article or a Part of that number in these Regulations.
5. A reference in an Article or other division of these Regulations to a paragraph, sub-paragraph or Article by number or letter only, and without further identification, is a reference to a paragraph, sub-paragraph or Article of that number or letter contained in the Article or other division of these Regulations in which that reference occurs.
6. Each of the Schedules to these Regulations shall have effect as if set out in these Regulations and references to these Regulations in which that reference occurs.
7. Any reference in these Regulations to “include”, “including”, “in particular”, “for example”, “such as” or similar expressions shall be considered as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them.

Article 45 – Definitions

The following words and phrases shall where the context permits have the meanings shown against each of them:

Administered Arbitration	an Arbitration conducted pursuant to the rules of a recognised arbitration institution
Arbitration	any arbitration whether or not it is an Administered Arbitration
Arbitration Agreement	has the meaning set out in Article 10 of these Regulations
Arbitral Panel	a sole arbitrator or a panel of arbitrators
Award	an Arbitration award made under the Seat of the QFC either within or outside the jurisdiction of the QFC
Council of Ministers	the Council of Ministers of the State
Court	means a court or organ of the judicial system of a state including the QFC Tribunal
Minister	the Minister of Economy and Commerce of the State
Non-QFC Award	an Arbitration award made in a Seat other than that of the QFC (including in the State) in relation to a dispute arising out of or in relation to the QFC
QFC	the Qatar Financial Centre
QFC Authority	the Qatar Financial Centre Authority established pursuant to Article 3 of the QFC Law
QFC Law	Law No.(7) of 2005 of the State
QFC Tribunal	the QFC Tribunal as established by the TDR Regulations
Regulations	Regulations enacted by the Minister in accordance with Article 9 of the QFC Law
Seat	the juridical seat which indicates the procedural law chosen by the parties to govern their arbitration awards as designated in Article 26 of these Regulations
State	the State of Qatar
TDR Regulations	Regulations enacted or to be enacted by Minister with approval by the Council of Ministers pursuant to the QFC Law relating to the Tribunal and the resolution of disputes

