

**ICAMEK** | International Centre  
for Arbitration and  
Mediation in Kampala

# ARBITRATION RULES



2018

# ICAMEK (ARBITRATION) RULES 2018

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## CHAPTER 1

### GENERAL PROVISIONS

These Rules shall be cited as the **International Centre for Arbitration & Mediation in Kampala (Arbitration) Rules 2018**.

#### **RULE 1: Scope of Application**

- (1) These rules shall apply to arbitrations where any agreement, submission or reference, whether entered into before or after a dispute has arisen, provides in writing for arbitration under these Rules or such amendment rules as the Centre may have adopted to take effect before the commencement of the arbitration.
- (2) Except otherwise agreed by the parties, these Rules shall determine the procedures applicable to all disputes referred to the International Centre for Arbitration & Mediation in Kampala (ICAMEK) for arbitration.
- (3) These Rules include the Schedules in effect at the commencement of the Arbitration, as separately amended from time to time by the Centre.

#### **RULE 2: Definition and Rules of Interpretation**

In these rules unless the context otherwise requires -

- (1) **“Amiable compositeur”** or **“exacquo et bono”** means dispute settlement where parties expressly agree that the Arbitrator is not bound by strict rules of law but based on fair just and moral and commercially accepted principles.
- (2) **“Arbitration”** means the resolution of disputes where parties voluntarily submit the dispute before a tribunal for resolution;
- (3) **“Arbitral tribunal”** mean a sole or a panel of arbitrators appointed in accordance to these Rules;
- (4) **“Arbitration Agreement”** means an agreement by parties to submit any dispute which has arisen or which may arise from or in connection any arbitrable legal relationship between the parties to arbitration.
- (5) **“Arbitration Award”** includes an interim, partial or final award;
- (6) **“Appointing authority”** the Centre will offer its services as the appointing authority
- (7) **“Board”** means the Board of Directors constituted under these rules;
- (8) **“Centre”** means the International Centre for Arbitration & Mediation in Kampala (ICAMEK) established under these rules and includes Board of Directors or any committee, sub-committee or Registrar and other staff or other body or person specifically designated to perform the functions referred to in these rules.

- (9) **“Claimant”** means a person who commences an arbitration claim and serves a request for arbitration on the Registrar;
- (10) **“Fast- Track Arbitration”** means a simplified dispute resolution method which is faster than ordinary Arbitration;
- (11) **“Respondent”** means a person who receives a request for Arbitration served by the claimant;
- (12) **“the Seat of Arbitration”** means the place of arbitration as provided under Rule 28;
- (13) **“Secretariat”** means the Registrar for the time being or other executive staff members of ICAMEK Centre;
- (14) **“Party”** includes Parties to the Arbitration and their Counsels/legal representatives.

### **RULE 3: International Centre for Arbitration & Mediation in Kampala (ICAMEK)**

(1) The International Centre for Arbitration & Mediation in Kampala (ICAMEK) is a body tasked with administering the resolution of disputes by arbitral tribunals in accordance with these rules.

(2) Its objectives are:

- (a) To assist in Arbitration and Alternative Dispute Resolution proceedings in accordance with these Rules by ensuring that the disputes are dealt with expeditiously and fairly;
- (b) To promote the use of Arbitration and Alternative Dispute Resolution as the preferred method of resolving disputes.
- (c) To provide information, training and educational programs aimed at promoting Alternative Dispute Resolution.

(3) Board of Directors

- (a) The Centre will operate and be administered by a Board of Directors and tasked with steering the Arbitration Centre towards a Sustainable future, by shaping and adopting ethical, Legal and financial management policies.
- (b) The Board of Directors will be comprised of a minimum of two (2) and not more than nine (9) members nominated by the members of the Centre at the Annual General Meeting.
- (c) The Board will appoint the Registrar to the Centre who will also be the secretary to the Board.
- (d) The Board of Directors will serve for a period of two years.
- (e) The Board is quorate when at least one half of the appointed members are present. In the event of an equality of votes, the Chairperson shall have a casting vote. The decisions of the Board are final and are not subject to review.

- (f) The Board may delegate authority to one or more of the Board members to implement resolutions on behalf of the Centre in accordance with these Rules. The Board may also delegate authority to the Centre's Registrar in accordance with these Rules.

(4) Registry Facilities

- (a) The Centre shall, at request make available, or arrange for such facilities and assistance for the conduct of arbitration proceedings as may be required, including adequate premises, equipment and secretarial staff for the Tribunals established to settle disputes in accordance with the Rules.

**RULE 4: Application of these Rules**

- (1) These Rules shall apply to arbitrations where any agreement, submission or reference, whether entered into before or after a dispute has arisen, provides in writing for arbitration under the International Centre for Arbitration & Mediation in Kampala (Arbitration) Rules or such amended Rules as the Centre may have adopted to take effect before the commencement of the arbitration.
- (2) These Rules include the Schedules in effect at the commencement of the arbitration, as separately amended from time to time by the Centre.
- (3) Nothing in these Rules shall prevent parties to a dispute or arbitration agreement from naming the Centre as appointing authority without submitting the arbitration to the provisions of these Rules.

**RULE 5: Notice, Calculation of Period of Time**

- (1) For purposes of these rules any notice, including notification, communication or proposal shall be in writing and shall be supplied in a number of copies sufficient to provide one copy for each party plus one for each arbitrator and one for the Registrar. A copy of any notification or communication from the arbitral tribunal to the Parties shall be sent to the Registrar.
- (2) Any such notice or other communication that may be or is required to be given by a party under these Rules shall be in writing and shall be transmitted by any means of communication that provides or allows for a record of its transmission.
- (3) If an email or physical address has been designated by a party specifically for this purpose or authorized by an arbitral tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed received.
- (4) A party's last known residence or place of business during the arbitration shall be a valid address for the purpose of any notice or other communication in the absence

of any notification of a change to such address by that party to the other parties, the Arbitral tribunal and the Registrar.

- (5) In the absence of such designation or authorization, a notice in the alternative is;
  - (a) Received if it is delivered by hand, registered post or courier service to the address of the addressee or its representative as notified in writing in the arbitration proceeding or in the absence to the address specified in any applicable agreement between the relevant parties
  - (b) Deemed to have been received if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last known residence or place of business.
- (6) A notice shall be deemed to have been received on the day it is so delivered.
  - (a) A notice transmitted by electronic means is deemed to have been received on the day when it reaches the addressee's electronic address.
- (7) For the purposes of calculating a period of time under these Rules-
  - (a) Such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received.
  - (b) If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows.
  - (c) Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.
- (8) The Arbitral Tribunal may at any time extend time, (even where the period of time has expired) or abridge any period of time prescribed under these Rules or under an Arbitration Agreement for the conduct of arbitration including any notice or communication to be served by one party on the other party.



## CHAPTER 2

### COMMENCEMENT OF ARBITRATION

#### **RULE 6: Request for Arbitration**

- (1) A party who intends to commence arbitration under these Rules (hereinafter called the “Claimant”) shall submit a written request for Arbitration (“the Request”) to the Registrar.
- (2) A request for arbitration under paragraph (1) shall include or be accompanied by the following:
  - (a) A demand that the dispute be referred to arbitration;
  - (b) The names, addresses, telephone number (s) and electronic mail addresses, if any of the parties to the arbitration and their (Legal) representatives if any;
  - (c) A copy of the written arbitration clause or separate written arbitration agreement that is invoked by the Claimant;
  - (d) A copy of the contractual document or other legal instrument in which the arbitration clause is contained/provided for or in respect of which the arbitration arises.
  - (e) A brief statement describing the nature and circumstances of the dispute (specifying the claims advanced by the Claimant against the Respondent), the relief or remedy sought together with the amount of any quantified claims and to the extent possible an estimate of the monetary value of any other claims;
  - (f) Where claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made;
  - (g) A statement of any other matters (such as the seat, language(s) of arbitration and applicable law, as agreed to in writing by the parties or as proposed by the claimant to the respondent.
  - (h) Where the claimant so wishes, a proposal that the dispute be resolved under the ICAMEK Fast Track Rules
- (3) The Request may also include:
  - (a) The claimant’s proposals for the appointment of a sole arbitrator; or
  - (b) The claimant’s designation of an arbitrator, for purpose of constituting a three-member arbitral tribunal;
  - (c) The statement of Claim;
  - (d) Such other documents or information as may contribute to the efficient resolution of the dispute.
  - (e) Where the claimant has indicated that the fact track Rules should apply, the notice of arbitration should comply with Chapter 7 of these Rules.

- (4) The request of arbitration shall be accompanied by proof of payment of the required registration fee to the Centre.
- (5) In the event that the Claimant fails to comply with any of these requirements,
  - (a) The Registrar may fix a time limit within which the claimant must comply with the requirements,
  - (b) Where the Claimant fails to meet the requirements in paragraph (2) of this Rule, the file shall be closed without prejudice to the Claimant's right to submit the same claims at a later date in another request.
- (6) The date of receipt by the Registrar of a complete request of Arbitration shall be deemed to be the date on which the arbitration has commenced for all purposes.
  - (a) The request for arbitration is deemed to be complete when all the requirements in paragraph (2) and (4) of this Rule are fulfilled. The Registrar shall notify the parties of the commencement of arbitration.
- (7) Within Seven (7) days of the receipt of the request, the Registrar shall transmit a copy of the request and the documents annexed thereto to the respondent for its answer to the request once the Registrar has sufficient copies of the request and the required filing fee.

#### **RULE 7: Response to the Request for Arbitration.**

- (1) The respondent shall submit to the Registrar a written response/answer to the request for arbitration within fourteen (14) days of receipt of the Request.
- (2) The response under paragraph (1) shall contain-
  - (a) The name, address, telephone number(s) and email address of the respondent and of the legal representative (if different from the description contained in the Request).
  - (b) A confirmation or denial of all or part of the claims stated by the claimant in the request for arbitration;
  - (c) A brief statement describing the nature and circumstances of any counterclaims advanced by the respondent against the Claimant; and;
  - (d) Comment(s) in response to any statements contained in the Request for Arbitration as called for under Rule 2(g) on matters relating to the conduct of the arbitration.
- (3) Where the respondent approves the claimant's proposal that the dispute be resolved under Fast Track, within 15 days of the receipt of the Request of arbitration, the

respondent shall communicate to the claimant a response to the request for arbitration in accordance with Chapter 7 of these Rules.

- (4) The Response may also include:
  - (a) Comments in response to proposals for the appointments of a sole arbitrator and or the designation of an arbitrator and;
  - (b) If the request contained the statement of Claim, the statement of Defense;
  - (c) Such other documents or information as the respondent considers appropriate or as may contribute to the efficient resolution of the dispute.
- (5) The Registrar may grant the respondent an extension of the time for submitting the Response.
- (6) Any counterclaim made by the respondent shall be submitted with the response together with payment of the requisite filing fees and shall provide:
  - (a) A description of the nature and circumstances of dispute giving rise to the counter claim and of the basis upon which the counterclaim is made;
  - (b) A statement of the relief sought together with the amount of any quantified counter claimant, to the extent possible an estimate of the monetary value of any other counter claims;
  - (c) Any relevant agreement and in particular the arbitration agreement and;
  - (d) Where counterclaims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim is made.
- (7) Failure to send a response shall not prohibit the Respondent from denying any claim or from advancing a counterclaim in the arbitration. However, if the Arbitration Agreement calls for party nomination of arbitrators, failure to send an Answer or to nominate an arbitrator within the time or at all shall constitute an irrevocable waiver of that party's opportunity to nominate an arbitrator.
- (8) The Registrar shall provide a copy of the response to the request and any document annexed there to, to all other parties within five (5) days.
- (9) The parties may be represented or assisted by persons of their choice. The names, addresses, telephone, and email addresses of such persons shall be communicated in writing to the other party and to Registrar.

## **RULE 8: Registration Fees**

- (1) Upon filing a request for Arbitration, the claimant shall pay a non-refundable registration fee of USD150 for international arbitration and UGX. 350,000 (three hundred fifty thousand) in domestic arbitration.
- (2) The same amount shall be paid by the Respondent upon filing a counterclaim, or upon the filing of a request of arbitration against any other party to the arbitration.
- (3) Where the registration fee is not paid upon filing the request for arbitration, the counterclaim, the ICAMEK Secretariat shall not register the request or the counter claim, but without prejudice to the right of the claimant and/or Respondent to submit the same claims at a later date in another notice of arbitration or counterclaim.
- (4) The registration fee under paragraph (a) does not constitute part of the Centre's administrative costs.
- (5) The registration fee shall be paid full.

## **RULE 9: Effect of an Arbitration Agreement**

- (1) Where the parties have agreed to submit to arbitration under the Rules, they shall be deemed to have submitted ipso facto to the Rules in effect on the date of commencement of the arbitration, or such amended Rules as the Centre may have adopted to take effect before the commencement of the arbitration.
- (2) By agreeing to arbitration under the Rules, the parties have accepted that the arbitration shall be administered by the Centre.
- (3) If any party against which a claim has been made does not submit a response, or raises one or more pleas concerning the existence, validity or scope of the arbitration agreement or concerning whether all of the claims made in the arbitration may be determined together in a single arbitration, the arbitration shall proceed and any question of jurisdiction or of whether the claims may be determined together in that arbitration shall be decided directly by the arbitral tribunal, unless the Centre decides otherwise.
- (4) The Centre shall decide whether and to what extent the arbitration shall proceed if and to the extent that the Centre is prima facie satisfied that an arbitration agreement under the Rules may exist. In particular:
  - (a) Where there are more than two parties to the arbitration, the arbitration shall proceed between those parties, including any additional parties joined, with respect to which the Centre is prima facie satisfied that an arbitration agreement under the Rules that binds them all may exist; and

- (b) Where claims are made under more than one arbitration agreement, the arbitration shall proceed as to those claims with respect to which the Centre is prima facie satisfied:
  - (i) That the arbitration agreements under which those claims are made may be compatible, and
  - (ii) That all parties to the arbitration may have agreed that those claims can be determined together in a single arbitration.
- (5) The Centre's decision under paragraph 4 of this Rule is without prejudice to the admissibility or merits of any party's plea or pleas.
- (6) In all matters decided by the Centre under paragraph 4 of this Rule, any decision as to the jurisdiction of the Arbitral tribunal, except as to parties or claims with respect to which the Centre decides that the arbitration cannot proceed, shall then be taken by the Arbitral tribunal itself.
- (7) Where the Centre has decided under paragraph 4 of this Rule that the arbitration cannot proceed in respect of any of the claims, such decision shall not prevent a party from reintroducing the same claim at a later date in other proceedings.
- (8) If any of the parties refuses or fails to take part in the arbitration or any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure.
- (9) Unless otherwise agreed, the Arbitral tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void, provided that the Arbitral tribunal upholds the validity of the arbitration agreement. The arbitral tribunal shall continue to have jurisdiction to determine the parties' respective rights and to decide their claims and pleas even though the contract itself may be non-existent or null and void.

#### **RULE 10: Joinder of Additional Parties**

- (1) A party wishing to join an additional party to the arbitration shall submit its request for arbitration against the additional party (the "Request for Joinder") to the Registrar.
  - (a) The date on which the Request for Joinder is received by the Registrar shall, for all purposes, be deemed to be the date of the commencement of arbitration against the additional party.
  - (b) Any such joinder shall be subject to the provisions of Rule 19 and the First schedule. No additional party may be joined after the confirmation or

appointment of any arbitrator, unless all parties including the additional party otherwise agree.

- (c) The Registrar may fix a time limit for the submission of a Request for Joinder.
- (2) The Request for Joinder shall contain the following information:
  - a) The case reference of the existing arbitration;
  - b) The name in full, description, address and other contact details of each of the parties, including the additional party; and
  - c) The information specified in Rule 6 paragraph (2), subparagraphs (c), (d), (e), (f).
- (3) The party filing the Request for Joinder may submit therewith such other documents or information as it considers appropriate or as may contribute to the efficient resolution of the dispute.
- (4) The provisions of Rule 6 paragraphs (4), (5) and (7) shall apply, mutatis mutandis, to the Request for Joinder.
- (5) The additional party shall submit an Answer in accordance, mutatis mutandis, with the provisions of Rules 7 paragraphs (1) to (4).

#### **RULE 11: Claims between Multiple Parties**

- (1) In an arbitration with multiple parties, claims may be made by any party against any other party, subject to the provisions of Rules 8 paragraphs (3) – (5) and (7), and provided that no new claims may be made after the Terms of Reference are signed or approved by the Centre without the authorization of the Arbitral tribunal.
- (2) Any party making a claim under paragraph (1) of this Rule shall provide the information specified in Rule 6 paragraph (2), subparagraphs (c), (d), (e), and (f).
- (3) Before the Registrar transmits the file to the arbitral tribunal the following provisions shall apply, mutatis mutandis, to any claim made: Rule 4 paragraph (1), Rule 5 paragraph (4), (5) and (7) and Rule 6 paragraph (1) and paragraph (2), (3), and (5). Thereafter, the arbitral tribunal shall determine the procedure for making a claim.

#### **RULE 12: Multiple Contracts**

Subject to the provisions of rules 7 para 3 to 6 and 29 para 4, claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.

### **RULE 13: Consolidation of Arbitrations**

- (1) The Centre may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, where:
  - (a) The parties have agreed to consolidation; or
  - (b) All of the claims in the arbitrations are made under the same arbitration agreement; or
  - (c) Where the claims in the arbitrations are made under more than one arbitration agreement, the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the Centre finds the arbitration agreements to be compatible.
  
- (2) In deciding whether to consolidate, the Centre may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.
  
- (3) When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

## CHAPTER 3

### ARBITRATORS AND ARBITRAL TRIBUNAL

#### **RULE 14 Centre as Appointing Authority:**

- (1) The Centre shall be the appointing authority in all arbitral proceedings conducted under these Rules.
- (2) In exercising its functions as appointing authority under these Rules, the Centre may require from any party and the arbitrators any information it deems necessary.
- (3) When the Centre is requested to appoint an arbitrator, the party making the request shall send copies of the request of Arbitration to the Centre and if it exists any response to the notice of Arbitration.
- (4) The Centre shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator.

#### **RULE 15: Number of Arbitrators**

- (1) A dispute subject to arbitration under these Rules shall be decided by a sole Arbitrator unless the parties to the dispute agree that the dispute shall be decided by the three Arbitrators.
- (2) Where the parties have not previously agreed upon the number of arbitrators, the Centre shall appoint a sole arbitrator, save where it appears to the Centre that the dispute is such to warrant the appointment of three arbitrators. In such a case, the Claimant shall nominate an arbitrator within a period of fifteen (15) days from the receipt of the notification of the decision of the Centre and the Respondent shall nominate an arbitrator within a period of fifteen (15) days from the receipt of the notification of the nomination by the Claimant.
- (3) If a party fails to nominate an arbitrator, the Centre shall appoint the arbitrator.

#### **RULE 16 Appointment of Sole Arbitrator:**

- (1) Where the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may, by agreement, nominate the sole arbitrator for confirmation.
- (2) If the parties fail to nominate the sole arbitrator within fifteen (15) days from the date when the Claimant's Request has been received by the Respondent or within such additional time as may be allowed by the Registrar, the sole arbitrator shall be appointed by the Centre.



- (5) The Centre shall appoint the sole arbitrator as promptly as possible. In making the appointment, the Centre shall use the list-procedure, unless the Centre determines that the use of the list- procedure is not appropriate for the case:
- (a) The Centre shall communicate to each of the parties an identical list containing three names.
  - (b) Within 14 days after the receipt of this list, each party shall return the list to the ICAMEK Secretariat having numbered the Arbitrators in the order of the party's preference.
  - (c) After the expiration of the above period of time the Centre shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicates by the parties.
  - (d) If for any reason the appointment cannot be made according to this procedure, the Centre shall exercise its discretion in appointing the sole arbitrator.

#### **RULE 17: Appointment of Three Arbitrators**

- (1) If the parties have agreed that the dispute shall be resolved by three arbitrators, each party shall nominate in the Request and in the Response respectively one arbitrator for confirmation.
- (2) If within fourteen 14 days after receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party and the Centre of their nomination/appointment of an arbitrator, the first party may request the Centre to appoint the second Arbitrator.
- (3) Where the parties have agreed to refer the dispute to three arbitrators, the third arbitrator who shall act as presiding arbitrator of the Arbitral tribunal shall be appointed by the Centre, unless the parties have agreed upon another procedure for such appointment, in which case the nomination shall be subject to confirmation.
- (4) If such agreed procedure does not result in a nomination within (14) days from the confirmation or appointment of the second arbitrator or any other time agreed by the parties or fixed by the Registrar, the third arbitrator shall be appointed by the Centre.

#### **RULE 18: Multiparty Appointment of Arbitrators**

- (1) Where there are multiple claimants or multiple respondents and where the dispute is to be referred to three arbitrators, the multiple claimants and the multiple respondents shall jointly nominate an arbitrator for confirmation. In the absence of both such nominations having been made within twenty- eight (28) days of the filing of the Request or within the period agreed by parties, the Centre shall appoint the three arbitrators and shall designate one of them to act as the presiding arbitrator.

- (2) Where there are multiple claimants or multiple respondents and where the dispute is to be referred to one arbitrator, all parties are to agree on an arbitrator. In the absence of such joint nomination with a period of twenty- eight (28) days of the filing of the request or within the period agreed on by parties, the Centre shall appoint the arbitrator.

#### **RULE 19: Impartiality and Independence of Arbitrators**

- (1) An arbitrator whether or not nominated by parties conducting arbitration under these Rules shall be and remain at all times independent and impartial and shall not act in the arbitration as advocate for any party.
- (2) In confirming or appointing arbitrators, the Centre shall have due regard to any qualifications required of an arbitrator by the agreement of the parties and to such consideration as are likely to secure an impartial and independent arbitrator.
- (3) The Centre shall consider also the prospective arbitrator's nationality, residence and other relationships with the countries of which the parties or other arbitrators are nationals.
- (4) The Centre shall also consider whether the arbitrator has sufficient availability and ability to determine the case in a prompt and efficient manner appropriate to the nature of arbitration.
- (5) Prior to appointment or confirmation, a prospective arbitrator shall-
  - (a) sign a statement of acceptance, availability, impartiality and independence.
  - (b) Furnish the registrar with a written resume of his past and present professional position.
  - (c) Agree in writing, on the rates of fees in accordance with the First Schedule;
  - (d) The arbitrator shall also disclose to the Registrar any facts or circumstances known to him/her that may give rise to justifiable doubts as to his impartiality or independence.
  - (e) The Registrar shall provide such information to the parties in writing and fix a time limit for any comments from them.
- (6) By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the Rules.

### **RULE 20 Nationality of Arbitrators.**

- (1) Where the parties are of different nationalities, a sole arbitrator or chairperson of the Arbitral Tribunal shall not have the same nationality as any party unless the parties who are not of the same nationality as the proposed arbitrator all agree in writing.
- (2) For purposes of this Rule—
  - (a) the nationality of a party shall be that of controlling shareholders or interests;
  - (b) a person who is a citizen of two or more countries shall be treated as a national of each state; and
  - (c) a citizen of a regional economic or political community, union or bloc shall be treated as a national of the citizen's individual member State.

### **RULE 21: Challenge of Arbitrators**

- (1) Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess any requisite qualification on which the parties have agreed.
- (2) A party may challenge the arbitrator appointed by him only for reasons of which he becomes aware after the appointment has been made.

### **RULE 22: Notice of Challenge**

- (1) A party who intends to challenge an arbitrator shall submit to the Registrar a written statement specifying the facts and circumstances on which the challenge is based.
- (2) For a challenge to be admissible, it must be submitted by a party either within fourteen (14) days from the receipt of that party of the notification of the appointment or confirmation of the Arbitrator or within fourteen days from the date when the challenging party became aware of the facts and circumstances on which the challenge is based on, if such date is subsequent to the receipt of such notification.
- (3) The challenge shall be notified to the other party, the arbitrator who is challenged and the other members of the Arbitral Tribunal. The Centre may order a suspension of the arbitration until the challenge is resolved.

### **RULE 23: Decision on Challenge**

- (1) If within seven (7) days of the receipt of the notice of challenge the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the Centre shall decide on the challenge.

- (2) If the Centre denies the challenge, the arbitrator shall continue with the Arbitration unless the Centre orders the suspension of the arbitration.
- (3) Pending the determination of the challenge, the challenged arbitrator shall be entitled to proceed in the arbitration.
- (4) The Centre may fix the costs of the challenge and may direct by whom and how such costs should be borne. The decision of the Centre made under this rule shall be final and not subject to appeal.

#### **RULE 24: Removal of an Arbitrator**

- (1) A party may require the removal of an arbitrator if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
- (2) A party may remove an arbitrator it has nominated, or in whose appointment it has participated, only for reasons of which the party becomes aware after the appointment has been made.
- (3) A party who intends to remove an arbitrator shall, within fifteen days of the formation of the Arbitral Tribunal or on becoming aware of any circumstances referred to in paragraphs (1) and (2), send a written statement of the reasons for requiring the removal, to the Centre, the Centre, the Arbitral Tribunal and all other parties.
- (4) Where an arbitrator is required to be removed by one party—
  - (a) the other party may consent to the removal; or
  - (b) the arbitrator may, in writing to the Centre and the parties, resign from office.
- (5) Despite paragraph (4), the removal or resignation from office by the arbitrator shall not indicate acceptance of the validity of the grounds of challenge.
- (6) The Centre shall make its decision on the removal of an arbitrator within fifteen days of receipt of the written statement, unless—
  - (a) the arbitrator resigns from office; or
  - (b) all other parties agree to the removal of the arbitrator.
- (7) Upon resignation or acceptance of the removal under paragraph (6), a replacement arbitrator shall be appointed pursuant to Rule 25.
- (8) The Centre shall decide on the amount of fees and expenses to be paid for the removed arbitrator's services, as it may consider appropriate in the circumstances.

#### **RULE 25: Replacement of an Arbitrator**

- (1) An arbitrator shall be replaced upon acceptance by the Centre of the arbitrator's written notice of resignation, copied to the parties and the other arbitrators, where applicable.
- (2) An arbitrator shall be replaced, if the arbitrator—
  - (a) dies;
  - (b) is rendered incapable of undertaking his functions for reason of physical or mental infirmity;
  - (c) withdraws as arbitrator under rule 24(4)(b);
  - (d) refuses or is unable to act; or
  - (e) accepts the decision by the Centre of his removal, either on an application by a party or at the request of the remaining arbitrators.
- (3) The Centre shall—
  - (a) revoke an arbitrator's appointment, pursuant to paragraphs (1) and (2) and appoint another arbitrator;
  - (b) in exercising its powers under paragraph (a), have complete discretion to decide whether or not to follow the original nominating process, unless otherwise agreed by the parties;
  - (c) appoint a replacement arbitrator, if an opportunity given by the Centre to a party to make a re-nomination is not exercised within fifteen days or such lesser time as the Centre may fix.
- (4) An opportunity given to a party to make a re-nomination shall be deemed as having been waived if it is not exercised within fifteen days or such lesser time as the Centre may fix, after which the Centre shall appoint a replacement arbitrator.
- (5) Upon the appointment of a replacement arbitrator, and after having given the parties an opportunity to make written comments, the Arbitral Tribunal shall determine whether and to what extent prior proceedings shall be repeated before the reconstituted Arbitral Tribunal.

#### **RULE 26: Repetition of Hearing in the Event of the Replacement of an Arbitrator**

- (1) If the sole or presiding arbitrator is replaced, any hearing held previously shall be repeated, unless otherwise agreed by the parties.
- (2) If any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Arbitral Tribunal after consultation with parties.



## CHAPTER 4

### THE ARBITRAL PROCEEDINGS

#### **RULE 27: Transmission of the File to the Arbitral Tribunal**

The Registrar shall transmit the file to the arbitrator tribunal as soon as it has been constituted, provided the advance on costs requested by the Registrar at this stage has been paid.

#### **RULE 28: Seat of Arbitration and Place of Hearings**

- (1) The parties may agree in writing on the seat of arbitration.
- (2) Where the parties Fail to reach such an agreement, the seat of arbitration shall be fixed by the Centre unless the Arbitral tribunal determines that another seat is appropriate having regard to all circumstances of the case.
- (3) Unless otherwise agreed under paragraph (1) of this Rule, the seat of arbitration shall be Kampala, Uganda.
- (4) The Arbitral Tribunal may, on considering all the circumstances, and on giving the parties an opportunity to make written comments, determine a more appropriate seat.
- (5) The Arbitral Tribunal may, with the consent of all the parties to the arbitration, meet at any geographical location it considers appropriate to hold meetings or hearings.
- (6) The arbitral tribunal may hold hearings, meetings and deliberations at any convenient geographical place in its discretion; and if elsewhere than the seat of the arbitration, the arbitration shall be treated as arbitration conducted at the seat of the arbitration and any award as an award made at the seat of the arbitration for all purposes.

#### **RULE 29: Party Representative**

- (1) Each party may be represented by a legal practitioner or assisted by persons chosen by it whose names and addresses of such persons must be communicated to all parties, and the Secretariat.
- (2) The conduct of a party representative shall be in accordance with the code, standards or guidelines as the Centre may issue from time to time.

- (3) The Arbitral tribunal may require from a party proof of authority or a Power of Attorney granted by the party to its representative specifying the matters and scope of authorization held by the assistant or representative.

### **RULE 30: Rules Governing the Proceedings**

The Proceedings before the Arbitral tribunal shall be governed by these rules and, where the rules are silent, by any rules which the parties agree upon, or in case failure of them, the arbitral tribunal may settle on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.

### **RULE 31: Language**

- (1) The initial language of the arbitration shall be the language of the arbitration agreement, unless the parties have agreed in writing otherwise.
- (2) A non-participating or defaulting party shall have no cause for complaint if communications to and from the Registrar and the arbitration proceedings are conducted in English.
- (3) In the event that the arbitration agreement is written in more than one language, the Centre may, unless the arbitration agreement provides that the arbitration proceedings shall be conducted in more than one language, decide which of those languages shall be the initial language of the arbitration.
- (4) Upon the formation of the Arbitral Tribunal and unless the parties have agreed upon the language of the arbitration, the Arbitral Tribunal shall decide upon the language of the arbitration, after giving the parties an opportunity to make written comments and after taking into account—
  - (a) the initial language of the arbitration clause; and
  - (b) any other matter it may consider appropriate in all the circumstances of the case.
- (5) If a document is expressed in a language other than the language of the arbitration and no translation of such document is submitted by the party relying upon the document, the Arbitral Tribunal or, if the Arbitral Tribunal has not been formed, the Centre may direct that party to submit a translation in a form to be determined by the Arbitral Tribunal or the Centre, as the case may be.

### **RULE 32: Applicable Law**

- (1) The parties shall be free to agree upon the applicable law to be applied by the Arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.



- (2) The Arbitral tribunal shall take into account of the provisions of the contract between the parties if any, and any relevant usages of trade.
- (3) The Arbitral Tribunal shall decide as “*amiable compositeur*” or “*exacquo et bono*” only if the parties have expressly authorized the Arbitral tribunal to do so.

### **RULE 33: Conduct of the proceedings**

- (1) The Arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.
- (2) In all cases, the Arbitral tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.
- (3) The Arbitral tribunal shall determine the relevance, materiality and admissibility of all evidence. Evidence need not to be admissible in Law.
- (4) As soon as possible after the appointment of all arbitrators, the Arbitral tribunal shall conduct a preliminary meeting with the parties, in person or by other means to discuss the procedures that will be most appropriate and efficient for the case.
- (5) The Arbitral tribunal may in its discretion direct the order of proceedings, exclude cumulative or irrelevant testimony and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.
- (6) A presiding Arbitrator may make procedural ruling alone, subject to the revision of the Arbitral tribunal.
- (7) The parties undertake to comply with any order made by the Arbitral tribunal.
- (8) Upon the request of any party, the Arbitral tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.

### **RULE 34: Terms of Reference**

- (1) The Arbitral tribunal shall draw up, on the basis of documents or in the presence of the parties and in the light of their most recent submissions, a document defining its Terms of Reference. This document shall include the following particulars:

- (a) The names in full, description, address and other contact details of each of the parties and of any person(s) representing a party in the arbitration;
  - (b) A summary of the parties' respective claims and of the relief sought by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
  - (c) The addresses to which notifications and communications arising in the course of the arbitration may be made;
  - (d) Unless the Arbitral tribunal considers it inappropriate, a list of issues to be determined;
  - (e) The names in full, address and other contact details of each of the arbitrators;
  - (f) The place of the arbitration;
  - (g) Particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the Arbitral tribunal to act as *amiabile compositeur* or to decide *ex aequo et bono*.
- (2) The terms of Reference signed by the parties and by the Arbitral Tribunal. The terms of Reference will be transmitted by the Arbitral Tribunal to the Centre within 30 days of the date on which the file has been transmitted to it.
  - (3) The Centre may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.
  - (4) If any of the parties refuses to take part in the drawing up of the Terms of Reference or to sign the same, they shall be submitted to the Centre for approval. When the Terms of Reference have been signed or approved by the Centre, the arbitration shall proceed.
  - (5) After the Terms of Reference have been signed or approved by the Centre, no party shall make new claims which fall outside the limits of the Terms of Reference unless it has been authorized to do so by the Arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration and other relevant circumstances.

#### **RULE 35: Submission of Written Statements and Documents**

- (1) Unless the Arbitral tribunal determines otherwise, the submission of written statements and other documents shall proceed as set out in this Rule. Unless submitted in the Request, the claimant shall within a period to be determined by the Arbitral tribunal send to the Respondent and the Arbitral tribunal a statement of claim setting out:
  - (a) A statement of facts supporting the Claim;

- (b) The legal grounds or arguments supporting the claim and;
  - (c) The relief claimed together with the amount of all quantifiable claims.
- (2) Unless already submitted in the Response to the Request for arbitration, the Respondent shall within a time period to be determined by the Tribunal submit to the Tribunal and the Claimant a Statement of Defense setting out its full defense to the statement of claim including without limitation the facts and contentions of law it relies on. The statement of defense shall also state any counterclaim which shall comply with the requirements of Rule 7(5).
  - (3) If a counterclaim is made, the claimant shall within a period of time to be determined by the tribunal send a statement of defense to the counterclaim stating in full detail which of the facts and contentions of law in the statement of counterclaim it admits or denies on what grounds, and on what other facts or contentions of law it relies.
  - (4) A party may amend its claim or counterclaim or other submissions unless the Arbitral tribunal considers it inappropriate to allow such amendments having regard to the delay in making it or prejudice to the other party or any other circumstances.
  - (5) The Arbitral tribunal shall decide which further submissions shall be required from the parties and fix the period of time for such submission.
  - (6) All Statements referred to in this Rule shall be accompanied by copies (or, if they are especially voluminous, lists) of all essential documents on which the party concerned relies and which have not previously been submitted by any party, and (where appropriate) by any relevant samples.
  - (7) Copies of all statements referred to in this Rule shall be served on the Registrar.
  - (8) If the Claimant fails within the time specified under this Rule or as may be fixed by the Arbitral Tribunal, to submit his Statement of Case, the Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings. If the Respondent fails to submit a Statement of Defense, or if at any point any party fails to avail itself of the opportunity to present its case in the manner directed by the Arbitral Tribunal, the Arbitral Tribunal may nevertheless proceed with the arbitration and make the award.

### **RULE 36: Jurisdiction of the Arbitral Tribunal**

- (1) The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objection with respect to the existence or validity of the arbitration agreement.

- (2) For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration clause.
- (3) A plea by a respondent that the Arbitral Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defense or, with respect to a counterclaim, not later than in the statement of defence to the counterclaim, failing which such plea shall be considered as having been waived irrevocably.
- (4) A plea that the Arbitral Tribunal is exceeding the scope of its authority shall be raised at least within three days after the Arbitral Tribunal has indicated its intention to decide on the matter alleged by any party to be beyond the scope of its authority, failing which the plea shall be considered as having been waived irrevocably.
- (5) Despite paragraphs (3) and (4) of this Rule, the Arbitral Tribunal may admit an untimely plea if it considers the delay justified.
- (6) The Arbitral Tribunal may determine the plea to its jurisdiction or authority in an award as to jurisdiction or later in an award on the merits, as it considers appropriate in the circumstances.
- (7) The parties shall, by agreeing to arbitration under these Rules, be treated as having agreed not to apply to a judicial authority for any relief regarding the Arbitral Tribunal's jurisdiction or authority, except—
  - (a) with the agreement in writing of all parties to the arbitration;
  - (b) with the prior authorization of the Arbitral Tribunal; or
  - (c) after the Arbitral Tribunal's award ruling on the objection to its jurisdiction or authority.

### **RULE 37: Powers of the Arbitral Tribunal**

- (1) Unless the parties at any time agree in writing, the Arbitral Tribunal shall, on the application of any party or of its own motion, and after giving the parties a reasonable opportunity to state their views, have the power to—
  - (a) allow a party, upon such terms (as to costs and otherwise) as it shall determine, to amend any claim, counterclaim, defence or reply;
  - (b) extend any time-limit provided by the arbitration agreement, these Rules or by the Arbitral Tribunal's orders during the conduct of the arbitration;

- (c) conduct the enquiries as may appear to the Arbitral Tribunal to be necessary or expedient, including whether and to what extent the Arbitral Tribunal shall take the initiative in— identifying the issues;
    - (i) ascertaining the relevant facts and the law or rules of law applicable to the arbitration;
    - (ii) ascertaining the merits of the parties' dispute and the arbitration agreement;
    - (iii) ordering any party to make any property, site or thing under that party's control and relating to the subject matter of the arbitration available for inspection by the Arbitral Tribunal, any other party, the party's expert or any expert to the Arbitral Tribunal;
  - (d) determine—
    - (i) whether or not to apply any strict rules of evidence, or any other rules, as to the admissibility, relevance or weight of any material tendered by a party on any matter of fact or expert opinion; and
    - (ii) the time, manner and form, in which the material shall be exchanged between the parties and presented to the Arbitral Tribunal.
  - (e) order the correction of any contract between the parties or the arbitration agreement, but only to the extent required to rectify a mistake which the Arbitral Tribunal determines to be common to the parties and only to the extent to which the law or rules of law applicable to the contract or arbitration agreement permit the correction; and
  - (f) allow, upon the application of a party a third person to be joined in the arbitration as a party provided that the third person and the other parties have consented in writing thereafter and to make a single final award, or separate awards, in respect of all parties implicated in the arbitration.
- (2) The Arbitral Tribunal shall manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute, while at the same time promoting equal treatment and safeguarding each party's opportunity to fairly present its claims and defenses.
- (3) The Arbitral Tribunal may, on application of a party or on the Arbitral Tribunal's own initiative—
- (a) require the parties to exchange documents in their possession or custody on which they intend to rely;
  - (b) require a party to update exchanges of the documents on which the party intends to rely as such documents become known to that party;

- (c) require a party, in response to reasonable document requests, to make available to the other party documents, in the responding party's possession or custody, not otherwise readily available to the party seeking the documents, reasonably believed by the party seeking the documents to exist and to be relevant and material to the outcome of disputed issues; and
  - (d) require a party, when a document to be exchanged or produced is maintained in electronic form, to make such document available in the form most convenient and economical for the party in possession of such document, unless the arbitrator determines that there is good cause for requiring the document to be produced in a different form.
- (4) The Arbitral Tribunal shall have the authority to issue any orders necessary to enforce the provisions of paragraphs (1), (2) and (3) of this Rule to achieve a fair, efficient and economical resolution of the case, including an order—
  - (a) requiring any exchange or production of confidential documents and information, and the admission of confidential evidence at the hearing, on appropriate orders to preserve such confidentiality;
  - (b) imposing reasonable search parameters for electronic and other documents, if the parties are unable to agree;
  - (c) allocating costs of producing documentation, including electronically stored documents;
  - (d) in the case of willful non-compliance with any order issued by the arbitrator, drawing adverse inferences, excluding evidence and other submissions, or making special allocations of costs or an interim award of costs arising from such non-compliance; and
  - (e) issuing any other enforcement orders which the arbitrator is empowered to issue under applicable law.
- (5) The parties shall, on agreeing to arbitration under these Rules, be considered as having agreed not to apply to any judicial authority for any order available from the Arbitral Tribunal under paragraph (1) of this Rule, except with the agreement in writing of all parties.
- (6) The Arbitral Tribunal shall decide the parties' dispute in accordance with the law or rules of law selected by the parties as applicable to the merits of their dispute, but if parties have made no such choice, the Arbitral Tribunal shall apply the law or rules of law which it considers appropriate.

- (7) The Arbitral Tribunal shall only apply to the merits of the dispute principles deriving from “*ex aequo et bono*”, “*amiable compositeur*” or “honourable engagement” where the parties have so agreed expressly in writing.

### **RULE 38: Interim and Conservatory Emergency Measures**

- (1) The Arbitral Tribunal shall, unless otherwise agreed by the parties in writing, on the application of any party have the power to—
- (a) order a respondent party to a claim or counterclaim to provide security for all or part of the amount in dispute, by way of deposit or bank guarantee or in any other manner and upon such terms as the Arbitral Tribunal considers appropriate, which terms may include the provision by the claiming or counterclaiming party of a cross-indemnity, secured in such manner as the Arbitral Tribunal considers appropriate, for any costs or losses incurred by such respondent in providing security as may be determined by the Arbitral Tribunal in an award;
  - (b) order the preservation, storage, sale or other disposal of any property or thing under the control of any party and relating to the subject matter of the arbitration; and
  - (c) order on a provisional basis, subject to final determination in an award, any relief which the Arbitral Tribunal may have power to grant in an award, including a provisional order for the payment of money or the disposition of property as between any parties.
- (2) The Arbitral Tribunal shall have the power, upon the application of a party, to order any claiming or counterclaiming party to provide security for the legal or other costs of any other party by way of deposit or bank guarantee or in any other manner and upon such terms as the Arbitral Tribunal considers appropriate, which terms may include the provision by that other party of a cross-indemnity, secured in the manner as the Arbitral Tribunal considers appropriate, for any costs and losses incurred by the claimant or counterclaimant in providing security, as may be determined by the Arbitral Tribunal in one or more awards.
- (3) In the event that a claiming or counterclaiming party does not comply with an order to provide security, the Arbitral Tribunal may stay that party’s claims or counterclaims or dismiss them in an award.
- (4) The power of the Arbitral Tribunal under paragraph (1) of this Rule shall not prejudice a party’s right to apply to a judicial authority for interim or conservatory measures prior to the formation of the Arbitral Tribunal and in exceptional cases.

- (5) The applicant shall, after the formation of the Arbitral Tribunal inform the Arbitral Tribunal and all other parties of the existence of any application or orders made in accordance with paragraph (4) of this Rule.
- (6) The parties shall, on consenting to an arbitration process in accordance with these Rules, be considered to have agreed not to apply to a judicial authority for any order for security for legal or other costs available from the Arbitral Tribunal under paragraph (2) of this Rule.

### **RULE 39 Emergency Arbitrator**

- (1) At any time prior to the formation or expedited formation of the Arbitral Tribunal, a party may make an application for emergency measures in accordance with the procedure set out in the Second Schedule.
- (2) The emergency arbitrator provisions shall not apply if the parties have agreed to opt out of the emergency arbitrator provisions.
- (3) The emergency arbitrator may make any order—
  - (a) which the Arbitral Tribunal may make under the arbitration agreement; or
  - (b) adjourning the consideration of all or any part of the claim for emergency relief to the proceedings conducted by the Arbitral Tribunal.
- (4) Upon the formation or expedited formation of the Arbitral Tribunal, the emergency arbitrator shall have no further power to act in the dispute.
- (5) An order issued by the emergency arbitrator shall cease to be binding—
  - (a) if the Arbitral Tribunal is not constituted within ninety days of the order;
  - (b) where the Arbitral Tribunal makes a final award; or
  - (c) if the claim is withdrawn.
- (6) The emergency arbitrator's decision shall take the form of an order. An order made by the emergency arbitrator shall be binding on the parties upon being issued.
- (7) The parties shall, on consenting to arbitration under these Rules, undertake to carry out an order of an emergency arbitrator immediately and without any delay.
- (8) The Arbitral Tribunal may upon application by a party or on its own motion confirm, vary, discharge or revoke, in whole or in part an order or award of the Emergency Arbitrator, except an order referring to the Arbitral Tribunal, when formed, any part of the claim for emergency relief.



- (9) Subject to the time-limit specified under Rule 43, —
  - (a) a party requesting the emergency arbitrator to make correction or make an additional order or award shall make the request within two days after the order or award is issued; and
  - (b) the emergency arbitrator shall make the corrections or any additional order or award within three days on receipt of the request under subparagraph (a).

#### **RULE 40: Hearings**

- (1) Each party has the right to be heard orally before the Arbitral Tribunal on the merits of the dispute, unless the parties have agreed on documents- only arbitration.
- (2) The Arbitral Tribunal shall fix the date, time and physical place of any meetings and hearings in the arbitration, and shall give the parties reasonable notice thereof.
- (3) The Arbitral Tribunal may in advance of a hearing submit to the parties a list of questions which it wishes them to answer with special attention.
- (4) All meetings and hearings shall be in private unless the parties agree otherwise in writing.
- (5) A hearing or any part of a hearing may be conducted via video-conference, telephone or such other electronic means, with the agreement of parties or at the discretion of the arbitrator(s).
- (6) The Arbitral Tribunal shall have the fullest authority to establish time-limits for meetings and hearings, or for any parts thereof.
- (7) A party who desires a stenographer shall—
  - (a) Notify the Arbitral Tribunal at the pre-conference hearing; and
  - (b) be responsible for meeting the cost of the stenographer within such proportions as the Arbitral Tribunal may determine.

#### **RULE 41 Experts to the Arbitral Tribunal**

- (1) Unless otherwise agreed by the parties in writing, the Arbitral Tribunal may—
  - (a) appoint one or more experts, who shall be impartial and independent of the parties throughout the arbitration proceedings, and shall be required to report to the Arbitral Tribunal on specific issues; and

- (b) require a party to give the expert any relevant information or to provide access to any relevant documents, goods, samples, property or site for inspection by the expert.
- (2) Unless otherwise agreed to by the parties in writing, if a party requests or if the Arbitral Tribunal considers it necessary, the expert shall, after delivery of the expert's written or oral report to the Arbitral Tribunal and the parties, participate in one or more hearings at which the parties shall have the opportunity to question the expert on the expert's report and to present expert witnesses in order to testify on the points at issue.
- (3) The fees and expenses of an expert appointed by the Arbitral Tribunal under this Rule shall be paid out of the deposits payable by the parties under Part 2(2) of the first Schedule and shall form part of the costs of the arbitration.

## CHAPTER 5

### THE AWARD

#### **RULE 42: Making of the Award**

- (1) The Arbitral Tribunal shall make its award in writing within forty-five (45) days from the date of close of hearing.
- (2) The Arbitral Tribunal's award shall, unless all parties agree in writing—
  - (a) state reasons on which the award is based;
  - (b) state the date when the award is made;
  - (c) state the seat of the arbitration; and
  - (d) be signed by the Arbitral Tribunal or those of its members consenting to the award.
- (3) The Arbitral Tribunal shall inform the Registrar of the date of close of hearing.
- (4) The Arbitral Tribunal may on application by any party, or on its own motion or with the consent of all parties, extend the time limit in paragraph (1) and shall notify the Registrar and all the parties of the extension.
- (5) If an arbitrator fails to comply with the mandatory provisions of any applicable law relating to the making of an award, having been given a reasonable opportunity to comply, the remaining arbitrators may proceed in his absence and state in their award the circumstances of the other arbitrator's failure to participate in the making of the award.
- (6) Where there are three arbitrators and the Arbitral Tribunal fails to agree on any issue, the arbitrators shall decide that issue by a majority decision failing which the chairperson of the Arbitral Tribunal shall make a determination.
- (7) If an arbitrator refuses or fails to sign the award, the signatures of the majority or if there is no majority, of the chairperson shall be sufficient, provided that the reason for the omitted signature is stated in the award.
- (8) The sole arbitrator or chairperson shall be responsible for delivering the award to the Centre, which shall transmit certified copies to the parties provided that the costs of arbitration shall be paid to the Centre in accordance with Rule 44.

- (9) The Registrar shall notify the parties of the receipt of the award from the Arbitral Tribunal, and the award shall be considered to have been received by the parties upon collection by hand by an authorized representative or upon delivery by registered mail.
- (10) An award may be expressed in any currency.
- (11) The Arbitral tribunal may order that simple or compound interest be paid by a party on any sum awarded at such rates as the Arbitral Tribunal determines to be appropriate, without being bound by legal rates of interest imposed by any judicial authority in respect of a period which the Arbitral Tribunal determines to be appropriate, ending not later than the date upon which the award is complied with.
- (12) The Arbitral tribunal may make separate awards on different issues at different times which shall have the same status and effect as any other award made by the Arbitral Tribunal.
- (13) In the event of a settlement of the parties' dispute the Arbitral tribunal may render, a consent award recording the settlement, if the parties request in writing.
- (14) An award made under paragraph (13) of this Rule shall not contain reasons, but shall contain an express statement that it is an award made by the parties' consent.
- (15) If the parties do not require a consent award, on written confirmation by the parties to the Centre that a settlement has been reached, the Arbitral tribunal shall be discharged and the arbitration concluded subject to payment by the parties of any outstanding costs of arbitration under Rule 44.
- (16) An award shall be final and binding on the parties.
- (17) On consenting to arbitration under these Rules, the parties undertake to carry out an award immediately and without any delay, subject to Rule 44.
- (18) Before issuing any award, the Arbitral tribunal shall submit it in a draft form to the Registrar within forty-five (45) days of the closing of the proceedings unless the Registrar extends this time.
- (19) The Registrar may as soon as practicable suggest modifications as to the form of the award and, without affecting the arbitral tribunal's liberty of decision, may also

draw its attention to points of substance. No award shall be issued without approval of the registrar as to its form.

**RULE 43: Correction and Interpretation of Awards**

- (1) Within 15 days of receipt of an award, or such lesser period as may be agreed in writing by the parties, a party may by written notice to the Registrar, copied to all other parties, request the Arbitral Tribunal to correct a computation, clerical or typographical error, or any error of a similar nature contained in the award.
- (2) If the Arbitral Tribunal considers the request under paragraph (1) of this Rule to be justified, it shall make the corrections within 15 days of receipt of the request.
- (3) A correction shall take the form of an addendum dated and signed by the Arbitral Tribunal or if there are three arbitrators, signed by those of its members assenting to it and shall constitute part of the award.
- (4) The Arbitral Tribunal may also correct an error of the nature described in paragraph (1) on its own initiative within 15 days of the date of the award.
- (5) Within 30 days of receipt of the final award, a party may by written notice to the Registrar, copied to all other parties, request the Arbitral Tribunal to make an additional award as to a claim(s) or counterclaim(s) presented in the arbitration but not determined in any award.
- (6) If the Arbitral Tribunal considers the request made under paragraph (5) to be justified, it shall make the additional award within thirty days of receipt of the request in accordance with the provisions of Rule 44.
- (7) A decision to correct or to interpret the award shall take the form of an addendum and shall constitute part of the award. The provisions of Rule 44 shall apply mutatis mutandis.

## CHAPTER 6

### **RULE 44: ARBITRATION AND LEGAL COSTS**

- (1) The costs of the arbitration shall, except the legal or other costs incurred by the parties, be determined by the Centre in accordance with the First Schedule.
- (2) The parties shall be jointly and severally liable to the Arbitral Tribunal and the Centre for the arbitration costs.
- (3) The Arbitral Tribunal shall specify in the award the total amount of the costs of the arbitration as determined by the Centre.
- (4) Unless the parties otherwise agree in writing, the Arbitral Tribunal shall determine the proportions in which the parties shall bear the arbitration costs.
- (5) If the Arbitral Tribunal has determined that all or any part of the arbitration costs shall be borne by a party other than a party which has already paid the costs to the Centre, the party that had made the deposit shall have the right to recover the entire amount paid from the party required to pay costs.
- (6) The Arbitral Tribunal shall—
  - (a) have the power to order, in its award, that all or part of the legal or other costs incurred by a party be paid by another party, unless the parties otherwise agree in writing; and
  - (b) determine and specify the amount of each item comprising the costs on such terms as it considers fit.
- (7) The Arbitral Tribunal shall, unless the parties otherwise agree in writing, make its orders on both arbitration and legal costs on the general principle that costs shall reflect the parties' relative success or failure in the award or arbitration, except where the Arbitral Tribunal considers the general principle inappropriate.
- (8) An order for costs shall be made with reasons in the award containing such order.
- (9) If the arbitration is abandoned, suspended or concluded, by agreement or otherwise, prior to the final award being made, the parties shall be jointly and severally liable to pay to the Centre and the Arbitral Tribunal the costs of the arbitration, as the Centre shall determine in accordance with the First Schedule.

- (10) In the event that the arbitration costs are less than the deposits made by the parties, there shall be a refund by the Centre in the proportion as the parties may agree in writing, or in the absence of the agreement, in the same proportions as the deposits were made by the parties to the Centre.
- (11) Where parties refer their dispute to mediation pursuant to the Centre's Rules on mediation and a settlement is not reached and the parties opt to proceed to arbitration under these Rules, the one half of the administrative costs paid to the Centre for the mediation shall be credited to the parties account for the purposes of covering the administrative costs of the arbitration.

## CHAPTER 7

### FAST-TRACK ARBITRATION RULES

#### **RULE 45: Procedural Rules for Fast-Track Arbitration**

Unless the parties otherwise agree, the Rules contained in this Chapter, shall apply to Fast-track Arbitration proceedings.

#### **RULE 46: Appointment of Arbitrators**

- (1) An arbitration case shall be settled by an Arbitrator appointed by the Centre. As a rule, if the parties request the appointment of the same person, this person shall be appointed. Otherwise, the Centre shall freely appoint Arbitrators.
- (2) On its own initiative, or at the request of a party, the Centre may replace Arbitrators who are held to be prejudiced, incompetent or have mishandled their tasks as Arbitrators. In such case, the Centre shall appoint a new Arbitrator pursuant paragraph (1) of this Rule.
- (3) Before the Centre appoints a new Arbitrator, the case shall be transferred to the person concerned and all further procedural measures shall be made by this person.

#### **RULE 47: Arbitration Fees and Costs**

- (1) The Board of Directors will prepare a schedule of registration fees which may be revised from time to time. The registration fee is determined separately for claims and any counterclaims. The applicable fee shall be payable by the parties, each paying one half no later than the date on which the Arbitrator is appointed. If none of the parties pay the registration fee, the Centre may refrain from appointing an Arbitrator.
- (2) Before the Centre renders assistance in an individual case, as provided by First Schedule, a deposit of a sufficient amount may be required to cover the estimated costs which may be incurred.
- (3) The Arbitrator may decide, before acting in a case, that the parties shall deposit with the Centre a sufficient amount to cover the estimated costs of an arbitration case. Additional deposits may be requested if the Arbitrator deems this necessary. If a party fails to deposit its share, the Arbitrator may require that the other party deposit this amount. The Arbitrator may terminate the arbitration case, wholly or completely, if such deposits are not made.



#### **RULE 48: Request for Fast-Track Arbitration**

- (1) The Request for Fast-track Arbitration shall be made in writing to the Centre stating:
  - (a) the names and addresses of the parties
  - (b) the name of the proposed Arbitrator
  - (c) the nature of the dispute, the Claim and its basis.
- (2) The contract on which the Claim is based and evidence of the Agreement of Fast-track Arbitration shall be submitted together with the Request.

#### **RULE 49: Measures by the Centre after Request**

- (1) The Centre shall notify the Request for Fast-track Arbitration to the Respondent. The notification may always be sent by written registered post and/or email. If the Claimant requires that the service of process shall be made in a certain manner, the Centre shall as far as possible assist in this provided that the Claimant prepays any expenses in connection therewith.
- (2) The Centre shall submit the Request to the other party fixing a time limit for his reply to the Request for Fast-track Arbitration.
- (3) The reply shall state:
  - (a) whether or not the Respondent agrees to the conduct of a Fast-track Arbitration
  - (b) whether or not the Respondent agrees to the proposed Arbitrator and, if not, the name of his proposed Arbitrator
  - (c) the Respondent's position in respect of the Claim
  - (d) the counterclaim or set-offs, if any, and the nature, basis and extent of these.
- (4) If it is evident that the Centre lacks jurisdiction, the case shall be dismissed. Otherwise, the Centre shall without delay appoint an Arbitrator as provided for in Rule 14.

#### **RULE 50: Powers of The Arbitrator**

The appointed Arbitrator shall have full jurisdiction and power to conduct the proceedings in a fair and efficient manner in accordance with the wishes of the parties. More particularly, the Arbitrator shall:

- (a) Decide on the existence or validity of the Arbitration Agreement and on his own competence
- (b) Determine any question of law arising in the Arbitration proceedings
- (c) Determine the time for and place of the Arbitration proceedings as well as the language to be used, unless the parties have agreed on the language;

- (d) Proceed with the Arbitration notwithstanding the failure or refusal of a party to comply with his orders, after giving the party due notice;
- (e) Order each party to implement such provisional measures which the Arbitrator finds necessary based on the nature of the dispute, including requiring that security be furnished in order to secure a party's interests;
- (f) Make awards in the matters in dispute between parties
- (g) Settle the issue of costs.

#### **RULE 51: Confidentiality**

- (1) Unless the parties expressly agree in writing to the contrary, the parties shall undertake to keep confidential all awards in their arbitration, as well as all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not in the public domain, except where disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority.
- (2) The deliberations of the Arbitral Tribunal are confidential to its members, except where disclosure of an arbitrator's refusal to participate in the arbitration is required of the other members of the Arbitral Tribunal.
- (3) The Centre shall not publish an award or any part of an award without the prior written consent of all parties and the Arbitral Tribunal

#### **RULE 52: The Arbitration Proceedings**

- (1) The Centre may determine the closing date for the Claim and Defence or this may be decided by the Arbitrator.
- (2) At the same time, it must be clarified with the parties as to whether the arbitration proceedings and the decisions of the Arbitrator shall be subject to confidentiality, as provided for in Rule 51.
- (3) Unless otherwise agreed, immediately following the appointment of the Arbitrator, after discussions with the parties, a schedule shall be drawn up for the further proceedings.
- (4) The parties may not submit more than one pleading each in addition to those of the Claim and the Defence. Exceptions to this rule may be granted by the Arbitrator in particular circumstances.
- (5) The pleadings are to be submitted within time limits fixed by the Arbitrator.

- (6) Evidence to which the parties wish to rely on must be presented within the fixed time limits and before the Hearing, unless otherwise agreed by the other party or the Arbitrator owing to special circumstances.
- (7) The parties shall receive equal treatment at each stage of the arbitration proceedings and the parties shall have full opportunity to put forward their case.
- (8) All documentation and other information presented to the Arbitrator by a party shall be simultaneously sent to the other parties in the case.

#### **RULE 53: Language**

The parties shall be free to agree on the language of the Pleadings, the arbitration proceedings and the Award. If the parties are unable to agree, the language shall be that of the contract, provided, however, that documents of evidence may be submitted in their original language and witnesses may be heard and examined in a major language of their choice.

#### **RULE 54: The Arbitration Hearing**

- (1) Within a reasonable time, the Arbitrator shall assign a date for the Arbitration Hearing at which the parties shall argue their case orally unless the parties agree that an Award shall be made based on the documents and without an Arbitration Hearing. The Arbitration Hearing shall be conducted and the arguments shall be presented in such manner as the
- (2) Arbitrator shall decide in consultation with the parties. Witnesses may be called to be examined and cross-examined by the parties.
- (3) The Arbitration Hearing shall not last more than 4 days. The Arbitrator may decide that it shall last a shorter period of time.
- (4) The parties shall be given equal time to present their case and to examine parties and witnesses, as well as to present arguments. Cross-examination shall count as time used by the examining party.

#### **RULE 55: Amicable Settlement**

If the parties reach an amicable settlement before the Tribunal, at the request of the parties, the amicable settlement shall be affirmed in an arbitration award provided that the Arbitrator has no grounds to oppose this.

#### **RULE 56: Time Limits for Making Award**

As far as possible, the Award shall be notified to the parties not later than four weeks after the conclusion of the Hearing, and not later than six months after the appointment of the Arbitrator. These time limits may be extended by the Board of Directors in special cases.

#### **RULE 57: Separate Awards**

A separate issue or a part of the matter in dispute may, at the request of a party, be decided by a separate or interim Award. If the other party objects, such separate Award may be made only when, in the Arbitrator's view, there are special reasons for making it.

#### **RULE 58: The Arbitration Award**

- (1) The Award must not go beyond the contentions made by the parties and shall be based on the grounds forming the basis of the claim. An enforcement judgment or a declaratory judgment may state the grounds on which the award is based.
- (2) The Arbitrator in consultation with the Centre shall determine the costs and the remuneration due to him and the Centre for serving in the matter and decide how to apportion them between the parties. In all events, the parties shall be jointly and severally liable for the payment of such sums.
- (3) Should a settlement of the dispute be made before an Award is made, the Arbitrator shall determine the costs and remuneration due to him and the Centre.
- (4) The Award shall be in writing and signed by the Arbitrator.
- (5) The Arbitrator may, at his discretion, order the losing party to pay the successful party's costs, wholly or in part.

#### **RULE 59: Effect of the Award**

The Award shall be final and enforceable and shall be subject to no review or modification by the Arbitrator. An award that has not been formulated in accordance with the opinion of the Arbitrator, due to obvious miscalculations, clerical errors or similar clear errors, may be corrected if demanded by a party within one month after the Award has been handed down. The Arbitrator must rectify any error no later than one month after receipt of the Request.

## CHAPTER 8

### MISCELLANEOUS AND FINAL PROVISIONS

#### **RULE 60: Waiver**

A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the Arbitral tribunal, or any requirement under the arbitration agreement relating to the constitution of the arbitral tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

#### **RULE 61: Exclusion of Liability**

- (1) The members of Board, the staff of the Centre, the Registrar, deputy Registrar, the arbitrators or the experts to the Arbitral Tribunal shall not be liable to any party for any act or omission in connection with any arbitration conducted pursuant to these Rules, except where the act or omission is proved by that party to constitute intentional act or omission committed by the body or person alleged to be liable to that party.
- (2) After the award has been made and the correction and additional awards referred to in rule 30 have lapsed or been exhausted, the Centre, the Registrar, deputy Registrar, the arbitrator or expert to the Arbitral Tribunal shall not be under any legal obligation to make a statement to any person about any matter concerning the arbitration, and any party shall not be entitled to seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration

#### **RULE 62: Retrieval and Destruction of Documents**

- (1) The party that submits original documents shall request in writing the retrieval of such documents within nine (9) months from the date of communicating a copy of the award to the party. The Centre shall not be liable for any of such documents upon the lapse of the said period.
- (2) All copies of documents submitted by the parties or the arbitrators to the Centre and vice versa may be destroyed upon the lapse of nine (9) months from the date of communication of a copy of the award to the parties.

#### **RULE 63: Online Arbitration**

- (1) The Centre shall establish a safe and user- friendly online arbitration system for the use of the parties.

- (2) The parties may agree that all or part of the arbitration proceedings conducted in accordance with these rules shall be conducted online.
- (3) Where the parties have agreed to conduct arbitration Online, the parties shall be deemed to have the necessary equipment and technical capacity required to conduct the arbitration online in accordance with these rules, including but not limited to those with respect to sending and receiving electronic mails, using mobile communication devices and attending online video hearings
- (4) Where the parties have agreed to conduct arbitration online, any arbitral documents, notices or materials sent to the email address designated by the representative parties or downloaded from the Centre's online arbitration system by the parties shall be deemed to have been dully delivered.
- (5) Where the parties have agreed to conduct arbitration online, the arbitral tribunal may decide whether to conduct the arbitration solely on the basis of the written documents and evidence submitted by the parties or by way of hearing through the Centre's online hearing system.
- (6) The arbitral award or the decision for online arbitration cases maybe signed by the arbitrator(s) by way of digital signatures and the Centre may affix its digital seal to the same.
- (7) The online arbitral procedure shall be in accordance with the special guidelines on online arbitral procedures separately stipulated by the Centre.

#### **RULE 64: Mediation**

- (1) Upon receipt of the response under Rule 7, the Centre may invite the parties to mediate in accordance with the Centre's Mediation Rules and the parties shall be at liberty to accept or decline the invitation.
- (2) Subject to Rule 44(9), the parties may at any stage of the proceedings agree to mediate in accordance with the Centre's Mediation Rules.
- (3) The parties shall promptly notify the Arbitral Tribunal and the Centre of the agreement to mediate.
- (4) Unless the parties otherwise agree, arbitration proceedings under these Rules shall be suspended pending the outcome of the mediation commenced pursuant to paragraphs (1) or (2) of this Rule.
- (5) Where a dispute has been referred to mediation under this Rule, and the parties have failed to reach a settlement, the arbitration proceedings shall proceed under these Rules.

#### **RULE 65: Decisions of the Centre.**

The decisions of the Centre, with respect to all matters relating to the arbitration, shall be conclusive and binding upon the parties and the Arbitral Tribunal.

**RULE 66: Commencement**

These Rules shall enter into force on the 1<sup>st</sup> November 2018.

## FIRST SCHEDULE

### PART 1

#### FEES AND COSTS

##### 1. General.

- (a) The parties shall be jointly and severally liable to the Arbitral Tribunal and the Centre for the arbitration costs, other than the legal or other costs incurred by the parties themselves.
- (b) The Arbitral Tribunal's award shall be transmitted to the parties by the Centre provided that the costs of the arbitration have been paid in accordance with the provisions of Part 2 of the First schedule.
- (c) The fees in this Schedule may attract Value Added Tax at the prevailing rate.
- (d) A dispute regarding administration costs or the fees and expenses of the Arbitral Tribunal shall be determined by the Centre.

### PART 2

#### THE ARBITRATIONS ADMINISTERED UNDER THE CENTRE'S AND UNCITRAL RULES

##### 1. Administrative Costs and Expenses of the Centre.

- (a) The Centre's administrative costs shall be determined in accordance with Parts 3A or B of this Schedule.
- (b) The amount in the dispute shall be the aggregate value of all claims, counterclaims and set-offs, where the amount in the dispute cannot be ascertained, the Center shall determine the administrative costs.
- (c) The administrative costs shall be payable by the parties in equal share and shall form part of the advance deposit.
- (d) In addition to costs specified under paragraphs (a) and (b), expenses incurred by the Centre in connection with the arbitration, such as postage, telephone, facsimile, travel, and additional arbitration support services, whether provided by the Centre from its own resources, or otherwise shall be charged as part of the Centre's administrative costs.
- (e) The invoice by Centre on fees and expenses shall be in US Dollars, but may be paid in Uganda shillings or other convertible currencies, at rates prevailing at the time of payment.



- (f) Subject to paragraph (d) any transfer or currency exchange charges shall be borne by the person paying the fees and expenses.

## **2. Advance deposits.**

- (a) Following the commencement of the arbitration, Centre may direct the parties to deposit an equal amount as it considers appropriate, to cover fees, expenses and costs for the Centre and the Arbitral Tribunal. All amounts deposited by the parties pursuant to this paragraph and paragraph (b) shall be directed to the Centre and disbursed by it for such costs including *inter alia*, fees to the arbitrators.
- (b) During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.
- (c) The Arbitral Tribunal shall not proceed with the arbitration without ascertaining at all times from the Registrar that the Centre has received the requisite payments from the parties.
- (d) In the event that a party fails to provide any deposit within 30 days after the receipt of the invoice from the Centre, the Centre may direct the other party or parties to make a substitute payment to allow the arbitration to proceed, subject to any award on costs, in which case the party making the substitute payment shall be entitled to recover that amount as a debt immediately due from the defaulting party.
- (e) Failure by a claimant or counterclaiming party to provide the required deposit in full, within the time specified by the Registrar, may be considered by the Centre and the Arbitral Tribunal as a withdrawal of the claim or counterclaim.
- (f) Any money paid by the parties on account of the fees, and expenses of the Arbitral Tribunal and of the Centre shall be held in trust, in the Centre's client accounts which shall be controlled by reference to each individual case and shall be disbursed by the Centre, in accordance with these Rules and provisions of this Schedule.
- (g) In the event that funds lodged by the parties exceed the costs of the arbitration at the conclusion of the arbitration, the Centre shall return surplus monies to the parties as the ultimate default beneficiaries under the trust.

### **3. Fees and Costs.**

- (a) The Arbitral Tribunal's fee shall be calculated in accordance with Parts 3C of the First Schedule.
- (b) The Arbitral Tribunal shall agree in writing upon fee rates conforming to this Schedule of Fees and Costs prior to its appointment by the Centre.
- (c) Subject to paragraph 4 of this Schedule, the Registrar shall, at the time of appointing the Tribunal, advise the parties on the rates of payment of fees and costs in such proportions as the Registrar considers appropriate.
- (d) The rates under paragraph 3 of this Schedule may be reviewed, on an annual basis, depending on the duration of the arbitration.
- (e) Despite paragraph 3 of this Schedule, in exceptional cases, the rates of payment of fees and costs may be higher than the rates provided, while taking into consideration the circumstances of the case, including its complexity and the special qualifications of the arbitrators provided that, in such cases—
  - (i) the fees of the Arbitral Tribunal shall be fixed by the Centre on the recommendation of the Registrar, following consultations with the arbitrators; and
  - (ii) all the parties shall expressly agree to the fees.
- (f) The Arbitral Tribunal may in addition recover such expenses as are reasonably incurred in connection with the arbitration, and as are in a reasonable amount.
- (g) Subject to paragraph (f) above, claims for expenses should be supported by invoices or receipts.
- (h) The expenses shall be borne by the parties and reimbursed at cost.
- (i) The Arbitral Tribunal's fees may include a charge for time spent travelling.
- (j) The Arbitral Tribunal's fees may be invoiced either—
  - (i) in US dollars or in Uganda
- (k) The expenses of the Arbitral Tribunal may be invoiced in the currency in which they were incurred or in Uganda shillings.
- (l) In the event of the removal of an arbitrator, pursuant to the provisions of Rule 22, the Centre shall decide on the amount of fees and expenses to be paid for the removed arbitrator's services as it may consider appropriate in all the circumstances.

### **4. Interim Payments**

- (a) Where interim payments are required to cover the Centre's administrative costs or the Arbitral Tribunal's fees or expenses, including the fees or

expenses of an expert appointed by the Arbitral Tribunal, the Centre may, make payments out of the deposits held.

- (b) The Centre may, in any event, submit interim invoices in respect of all current arbitrations, periodically, for payment direct by the parties or from funds held on deposit.

#### **5. Request to Act as Appointing Authority**

- (a) Any party intending to nominate the Centre to act as appointing authority shall make the request to the Registrar together with payment of a non-refundable appointment fee of USD 750 in international arbitration and UGX 200,000 in domestic arbitration payable to the Centre.
- (b) A request shall not be processed, unless accompanied by the appointment fee.
- (c) For additional services, the Centre may charge administrative expenses incurred by the Centre in connection with the arbitration which include postage, telephone, facsimile or travel expenses and arbitration support services.

### **PART 3** **FEES & COSTS**

#### **Table A: Administrative Costs**

	<b>Amount in Dispute (USD)</b>	<b>Administrative costs (USD)</b>
1.	Up to 50, 000	750
2.	From 50,001 to 100,000	750 + 0.5% above 50,000
3.	From 100,001 to 200,000	1000 + 0.5% above 100,000
4.	From 200,001 to 500,000	1500 + 0.167% above 200,000
5.	From 500,001 to 750,000	2000+ 0.8% above 500,000
6.	From 750,001 to 1,000,000	4000+ 0.6% above 750,000
7.	From 1,000,001 to 2,000,000	5,000+ 0.2% above 1,000,000
8.	From 2,000,001 to 3,000,000	7,000+ 0.2% above 2,000,000
9.	From 3,000,001 to 4,000,000	9,000+ 0.2% above 3,000,000
10.	From 4,000,001 to 5,000,000	11,000+ 0.2% above 4,000,000
11.	From 5,000,001 to 6,000,000	13,000+ 0.2% above 5,000,000
12.	From 6,000,001 to 7,000,000	15,000+ 0.2% above 6,000,000
13.	From 7,000,001 to 8,000,000	17,000+ 0.2% above 7,000,000
14.	From 8,000,001 to 9,000,000	19,000+ 0.2% above 8,000,000
15.	From 9,000,001 to 10,000,000	21,000+ 0.2% above 9,000,000
16.	From 10,000,000	23,000

**Table B: Arbitrator's Fees**

The amount of arbitrator's fees indicated in this annex is the rate payable to one arbitrator.

	<b>Amount in dispute (USD)</b>	<b>Arbitrator's Fees (USD)</b>
1.	Up-to 50,000	1,000
2.	From 50,001 to 100,000	1,500
3.	From 100,001 to 200,000	2,000
4.	From 200,001 to 500,000	4,000
5.	From 500,001 to 750,000	6,000
6.	From 750,001 to 1,000,000	8,000
7.	From 1,000,001 to 1,500,000	10,000
8.	From 1,500,001 to 2,000,000	12,000
9.	From 2,000,000 to 2,500,000	14,000
10.	From 2,500,000 to 3,000,00	16,000

**Table C**

**Arbitrator's Fee for Sums in Disputes exceeding US\$ three million**

Amount in Dispute USD	Minimum Fees of the Arbitrator in USD \$	Maximum fee of the arbitrator in USD \$
From 3,000,001 to 5,000,000	17,615+0.263% of the amount over 3,000,000	80,627+0.975% of the amount over 3,000,000
From 5,000,001 to 10,000,000	22,875+ 0.090% of the amount over 5,000,000	100,127+ 0.638% of the amount over 5,000,000
Over 10,000,001	27,375 + 0.0075% of the amount over 10,000,000	132,027+ 0.042 % of the amount over 10,000,000

## SECOND SCHEDULE

### EMERGENCY ARBITRATOR RULES

#### **RULE 1: Application for an Emergency Arbitrator**

- (1) A party who intends to make an application for an emergency arbitrator pursuant to these Rules shall submit its Application for Emergency Measures (the “Application”) to the Registrar.
- (2) The request under paragraph (1) of this Rule shall contain the following information:
  - (a) The name in full, address and other contact details of each of the parties in the arbitration;
  - (b) The name in full, address and other contact details of any person(s) representing the applicant;
  - (c) A brief description of the of the nature and circumstances of the dispute giving rise to the Application and of the underlying dispute referred or to be referred to arbitration;
  - (d) A statement of the Emergency Measures sought;
  - (e) A statement of reasons why the applicant needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal;
  - (f) Any relevant agreements and, in particular, the arbitration clause or agreement invoked by the claimant and the contractual documentation in which the arbitration clause is contained or in respect of which the arbitration arises;
  - (g) Any agreement as to the place of the arbitration, the applicable rules of law or the language of the arbitration;
  - (h) Contain a confirmation to the Registrar that copies of the request for arbitration and all supporting documents have been served on all other parties to the arbitration by one or more means of service to be identified in such confirmation; and
  - (i) Be accompanied by proof of payment of the non-refundable Registration fee specified in the Rule 8.
- (3) The Application may contain such other documents or information as the applicant considers appropriate or as may contribute to the efficient examination of the application.
- (4) The Application shall be drawn up in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.

- (5) The Registrar shall, if he determines that the request should be accepted, proceed to appoint an emergency arbitrator within two days of receipt by the Registrar of such payment of fees as may be required.
- (6) The decision of the Registrar to accept or refuse the request for emergency arbitration shall be in the Registrar's sole discretion and shall be final, and the reasons for the decision shall not be communicated.
- (7) Prior to appointment by the Registrar, each prospective arbitrator shall agree in writing on the rates of fees, and shall sign a declaration to the effect that there are no circumstances known to the arbitrator likely to give rise to any justified doubts as to the arbitrator's impartiality or independence, other than any circumstances disclosed by the arbitrator in the declaration.
- (8) An emergency arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless the parties consent.
- (9) The Registrar shall, as soon as practicable, notify all parties to the arbitration of the appointment of an emergency arbitrator.
- (10) On receipt of the notice under paragraph (9), all written communication by the parties shall be submitted directly to the emergency arbitrator with a copy to the Centre.
- (11) A party may challenge the appointment of an emergency arbitrator in which case, the procedure provided under these Rules shall apply except that the time limits set out in Rule 22(2) of the ICAMEK (Arbitration) Rules, are for purposes of this Schedule reduced to one day.
- (12) Upon withdrawal or acceptance of the challenge, the replacement arbitrator shall be appointed in accordance with Rule 25 of the ICAMEK (Arbitration) Rules.
- (13) The emergency arbitrator shall, within two days of appointment, establish a schedule for consideration of the application for emergency relief.
- (14) The emergency arbitrator shall be under a continuing duty to act fairly and impartially as between the parties and adopt procedures suitable to the circumstances of the application including proceedings by video-conferencing or written submissions as alternatives to a formal hearing.

- (15) The emergency arbitrator shall have the same powers vested in the Arbitral Tribunal under the ICAMEK (Arbitration) Rules, including the power to rule on his own jurisdiction and any objection to the application of this Schedule.
- (16) The emergency arbitrator shall make an order or award within fifteen days from the date of appointment, which period may be extended by agreement of the parties.
- (17) The emergency arbitrator shall be responsible for delivering the award to the Centre, which shall transmit certified copies to the parties provided that the costs of arbitration have been paid to the Centre in accordance with Rule 44.
- (18) The Registrar shall, on receipt of the award from the emergency arbitrator, notify the parties of the award.
- (19) The award shall be deemed to have been received by the parties upon collection by hand by an authorized representative or upon delivery by registered mail.



## THIRD SCHEDULE

### STANDARD AND SUGGESTED ARBITRATION CLAUSES FOR CONTRACTS

*The ICAMEK Model Clause is not intended to fit all dispute situations nor does it necessarily cover the particular circumstances of your agreement or dispute. You and your legal advisers must carefully consider how appropriate the sample wordings are for your agreement and the kinds of dispute they may need to cover and if necessary, amend the sample wordings to suit your particular circumstances. This is provided for general guidance only.*

#### RULE 1: Future Disputes Arbitration

“Any dispute arising out of or in connection with this contract, including any question regarding its validity or termination shall be referred to or finally resolved by arbitration under the ICAMEK Rules”

**Note** — Parties should consider adding:

- (a) The number of arbitrators shall be... (one or three);
- (b) The seat or legal place of arbitration shall be... (town and country);
- (c) The language to be used in the arbitral proceedings shall be...

#### RULE 2: Arbitration without emergency arbitrator

“Any dispute arising out of or in connection with this contract, including any question regarding its validity or termination shall be referred to or resolved by arbitration under the ICAMEK-Arbitration Rules” The Emergency Arbitrator Provisions shall not apply.

**Note** — Parties should consider adding:

- (a) The number of arbitrators shall be (one or three);
- (b) The seat or legal place of arbitration shall be... (town and country);
- (c) The language to be used in the arbitral proceedings shall be...
- (d) The governing law of contract shall be the substantive law of (.....)

#### RULE 3: Existing Disputes

“A dispute having arisen between the parties concerning (.....), the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration under the ICAMEK International Arbitration Centre rules”.

**Note** — Parties should consider adding:

- (a) The number of arbitrators shall be (one or three);
- (b) The seat or legal place of arbitration shall be... (town and country);
- (c) The language to be used in the arbitral proceedings shall be...
- (d) The governing law of contract shall be the substantive law of (.....)

#### **RULE 4: Mediation and Arbitration Clause**

“In the event of a dispute, controversy of claim arising out of in connection to this contract, the parties shall first refer the dispute to proceedings under the ICAMEK(Mediation) Rules. If the dispute has not been settled pursuant to the said rules within 30days following the filing of the request for mediation or within such other period as the parties may agree in writing, such dispute shall be settled by arbitration in accordance with the ICAMEK Arbitration Rules”.