Emirates Maritime Arbitration Centre

EMAC Arbitration Rules

Effective June 23, 2016
# Table of Contents

About EMAC .................................................................................................................. 6

Organization .................................................................................................................. 6

Arbitration Rules ........................................................................................................... 6

Section I: Introductory Rules ......................................................................................... 7

Scope of Application ...................................................................................................... 7

Article 1 ......................................................................................................................... 7

Notice and Calculation of Periods of Time .................................................................... 8

Article 2 ......................................................................................................................... 8

Notice of Arbitration ...................................................................................................... 9

Article 3 ......................................................................................................................... 9

Response to the Notice of Arbitration .......................................................................... 10

Article 4 ......................................................................................................................... 10

Representation and Assistance ...................................................................................... 11

Article 5 ......................................................................................................................... 11

Decision Not to Proceed with the Arbitral Proceedings ............................................... 11

Article 6 ......................................................................................................................... 11

Exclusion of Liability ..................................................................................................... 12

Article 7 ......................................................................................................................... 12

Section II: Composition of the Arbitral Tribunal ................................................................ 12

Number of Arbitrators ................................................................................................... 12

Article 8 ......................................................................................................................... 12

Appointment of Arbitrators ......................................................................................... 12

Article 9 ......................................................................................................................... 12

Article 10 ....................................................................................................................... 12

Multiple Parties ............................................................................................................. 13

Article 11 ....................................................................................................................... 13

Emergency Arbitrator .................................................................................................... 14

Article 12 ....................................................................................................................... 14

Disclosures and Challenge of Arbitrators .................................................................... 15

Article 13 ....................................................................................................................... 15
Article 14...........................................................................................................15
Article 15...........................................................................................................16
Replacement of an Arbitrator.............................................................................16
Article 16...........................................................................................................16
Article 17...........................................................................................................17
Section III: Arbitral Proceedings.........................................................................17
General Provisions..............................................................................................17
Article 18...........................................................................................................17
Joinder................................................................................................................18
Article 19...........................................................................................................18
Seat of Arbitration..............................................................................................19
Article 20...........................................................................................................19
Language.............................................................................................................19
Article 21...........................................................................................................19
Statement of Claim.............................................................................................20
Article 22...........................................................................................................20
Article 23...........................................................................................................20
Amendments to the Claim or Defence...............................................................21
Article 24...........................................................................................................21
Pleas as to the Jurisdiction of the Arbitral Tribunal ........................................21
Article 25...........................................................................................................21
Further Written Submissions.............................................................................22
Article 26...........................................................................................................22
Periods of Time..................................................................................................22
Article 27...........................................................................................................22
Interim Measures...............................................................................................23
Article 28...........................................................................................................23
Article 29...........................................................................................................24
Hearings.............................................................................................................25
Article 30...........................................................................................................25
Experts Appointed by the Arbitral Tribunal......................................................25
Article 31 .................................................................................................................. 25
Default ....................................................................................................................... 26

Article 32 .................................................................................................................. 26
Closure of Hearings .................................................................................................. 27

Article 33 .................................................................................................................. 27
Waiver of Right to Object ......................................................................................... 27

Article 34 .................................................................................................................. 27

Section IV: The Award .............................................................................................. 28
Decisions ..................................................................................................................... 28

Article 35 .................................................................................................................. 28
Time Limit of the Award .......................................................................................... 28

Article 36 .................................................................................................................. 28
Form and Effect of the Award ................................................................................... 29

Article 37 .................................................................................................................. 29
Applicable Law .......................................................................................................... 30

Article 38 .................................................................................................................. 30

Settlement or Other Grounds for Termination .......................................................... 30

Article 39 .................................................................................................................. 30
Article 40 .................................................................................................................. 31

Correction of the Award .......................................................................................... 31

Article 41 .................................................................................................................. 31
Additional Award ...................................................................................................... 31

Article 42 .................................................................................................................. 31
Confidentiality ........................................................................................................... 32

Article 43 .................................................................................................................. 32

Retrieval and Destruction of Documents ................................................................. 32

Article 44 .................................................................................................................. 32

Section V: The Costs ............................................................................................... 33
Definition of Costs .................................................................................................... 33

Article 45 .................................................................................................................. 33
Registration Fee and Administrative Fees ............................................................... 34
Article 46 .................................................................................................................................................. 34
Fees and Expenses of Arbitrators .............................................................................................................. 34
Article 47 .................................................................................................................................................. 34
Allocation of Costs ................................................................................................................................. 35
Article 48 .................................................................................................................................................. 35
Deposit of Costs ....................................................................................................................................... 35
Article 49 .................................................................................................................................................. 35
Expedited Arbitration Rules (Fast-Track) ............................................................................................... 36
Article 50 .................................................................................................................................................. 36
Model Arbitration Clause for Contracts .................................................................................................. 38
Schedule of Fees and Administrative Arbitration Fees ........................................................................ 39
Introduction

About EMAC

The Emirates Maritime Arbitration Centre ("EMAC" or the "Centre"), was established in accordance with the Decree number (14) for the year (2016) by his Highness Sheikh Mohammed Bin Rashid Al Maktoum, the Ruler of Dubai ("Decree").

The Centre is a non-profit institution with a separate legal capacity that is granted to it in accordance with the Decree. It is independent and enjoys the legal, financial and administrative rights necessary to carry out its activities.

The Centre is the only specialized institute in the region that provides services for resolving international as well as domestic maritime disputes through arbitration, mediation and other alternative dispute resolution mechanisms each with their own set of rules issued by the Centre from time to time.

The Centre aims to enhance maritime arbitration procedures to be impartial and as well as promote the culture of maritime arbitration locally, regionally and internationally.

Unless otherwise agreed between the arbitrating parties, the Dubai International Financial Centre Courts shall have the jurisdiction to determine any claim, application or challenge relating to any award issued or procedures of arbitration adopted by the Centre's arbitration tribunals.

Organization

The Centre is composed of a Board of Trustees ("Board"), an Executive Committee and a Secretary General ("Secretary").

Arbitration Rules

EMAC Arbitration Rules were adopted in by the Board on their first meeting on June 23, 2016. The Rules comply with the international best practice in arbitration. The EMAC Arbitration Rules may be
amended by EMAC’s Board from time to time to ensure complying with the modern developments in arbitration (the “Rules”).

Section I: Introductory Rules

Scope of Application

Article 1

1. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the Rules of the Emirates Maritime Arbitration Centre (the “Rules”), then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree.

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

3. The parties may agree to select the general rules of arbitration or the rules of the expedited arbitration (fast-track) provided that they make their selection before the appointment of the arbitral tribunal, selection after the appointment for the arbitral tribunal shall be subject to its approval.

4. The Centre shall administer the resolution of disputes conducted under the Rules by arbitral tribunals. The Centre, when requested to do so, shall act as an appointing authority in ad-hoc proceedings.

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

5. The Decree\(^1\) establishing the Centre and the Statute attached thereto defines and regulates the authorities of the Chairman, the Board of Trustees, the Executive Committee and Sub-

\(^1\) (Decree number (14) of the Year (2016).
Committees and the Secretariat of the Centre (the “Secretariat”). In addition, these Rules also confer specific responsibilities on the Secretariat and the Executive Committee as expressly set out herein.

Notice and Calculation of Periods of Time

Article 2

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

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

3. In the absence of such designation or authorization, a notice is deemed received if it is:
   a. Physically delivered to the addressee; or
   b. Delivered at the place of business, habitual residence or mailing address of the addressee.

4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3, a notice is deemed to have been received if it is sent to the addressee’s last-known place of business, habitual residence or mailing address by registered letter or any other means which provides a record of delivery or of attempted delivery.

5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4, or attempted to be delivered in accordance with paragraph 4. A notice transmitted by electronic means is deemed to have been received on the day it is sent, except that a notice of arbitration so transmitted is only deemed to have been received on the day when it reaches the addressee’s electronic address.
6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received. 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. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Notice of Arbitration

Article 3

1. The party(s) initiating recourse to arbitration (the “Claimant”) shall simultaneously communicate to the other party(s) (the “Respondent”) and file with the Centre a notice of arbitration.

2. Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the Centre.

3. The notice of arbitration may be filed by courier, post or email on the Respondent and by courier, post, email or via the Centre’s website.² The notice of arbitration form will include the following information:
   a. A demand that the dispute be referred to arbitration;
   b. The names and contact details of the parties;
   c. Identification of the arbitration agreement that is invoked;
   d. A brief description of the nature of dispute and claim;
   e. Identification of the amount involved;
   f. The relief or remedy sought;
   g. A proposal as to the number of arbitrators, language and place of arbitration, if the parties have not previously agreed these aspects;
   h. Identification of the payment of the relevant registration fee to the Centre; and
   i. A copy of the arbitration agreement and any contract or other legal instrument out of which the dispute arises.

² [link to the notice]
4. The relevant filing fee shall also be made to the Centre by virtue of a bank transfer, online payment or a bank manager’s cheque drawn by a bank in the United Arab Emirates.

5. The Secretariat may request the Claimant to comply with the requirements under paragraph 3 should the Claimant fail to comply with such requirements.

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

Response to the Notice of Arbitration

Article 4

1. Within 21 days of the receipt of the notice of arbitration, the Respondent shall communicate to the other party and file with the Centre a response to the notice of arbitration, which shall include:
   a. The name and contact details of the Respondent; and
   b. A response to the information set out in the notice of arbitration.

2. The response to the notice of arbitration may also include:
   a. Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;
   b. A proposal for the appointment of a sole arbitrator or the party’s appointed arbitrator;
   c. A brief description of any counterclaims or claims for the purpose of a set-off, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought.
   d. A notice of arbitration in accordance with article 3 in case the Respondent formulates a claim against a party to the arbitration agreement other than the Claimant.
3. The Secretariat may request the Respondent to comply with these requirements should the Respondent fail to comply with them, and may grant additional time for this purpose.

4. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the Respondent’s failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Representation and Assistance

Article 5
Each party may be represented or assisted by one or more persons chosen by it. The names and addresses of such persons must be communicated to the Secretariat. Such communication must specify whether the appointment is being made for the purposes of representation or assistance. Where a person is to act as a representative of a party, the arbitral tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal may determine.

Decision Not to Proceed with the Arbitral Proceedings

Article 6
The Executive Committee may decide not to proceed with the arbitral proceedings if it is satisfied that there is no agreement between the parties to arbitrate under the EMAC Rules. If the Executive Committee allows the arbitration to continue this shall not be deemed an acceptance of jurisdiction by the arbitral tribunal. The arbitral tribunal shall still be entitled to hear any jurisdictional challenge even if the Executive Committee admits a claim for arbitration.
Exclusion of Liability

Article 7
Save for intentional wrongdoing, neither the arbitrators, the Secretariat, the Centre, its employees, the Chairman, the members of both the Board of Trustees and the Executive Committee nor any person appointed by the arbitral tribunal shall be liable to any person based on any act or omission in connection with the arbitration and by accepting these rules, the parties waive all such claims against the above parties.

Section II: Composition of the Arbitral Tribunal

Number of Arbitrators

Article 8
If the parties have not previously agreed on the number of arbitrators, and if within 28 days after the receipt by the Respondent of the notice of arbitration the parties have not agreed that there shall be three arbitrators, only one arbitrator shall be appointed unless the Executive Committee determines that in these circumstances three arbitrators are appropriate.

Appointment of Arbitrators

Article 9
In making the appointment, the Executive Committee shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator able to deal with the matters in dispute.

Article 10
1. If the sole arbitrator has not been appointed within the time period agreed by the parties or, where the parties have not agreed on a time period, within 30 days after receipt by the
Executive Committee of a party’s request for appointment, the appointment shall be made by the Executive Committee.

2. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators once appointed shall appoint the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal.

3. If within 30 days after the receipt of a party’s notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator it has appointed, the second arbitrator shall, at the request of the first party, be appointed by the Executive Committee.

4. If within 30 days after the appointment of the second arbitrator the two arbitrators have not agreed on the appointment of the presiding arbitrator, the presiding arbitrator shall be appointed by the Executive Committee.

Multiple Parties

Article 11

1. Where three arbitrators are to be appointed and there are multiple parties as Claimant or as Respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as Claimant or as Respondent, shall appoint an arbitrator.

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

3. In the event of any failure to constitute the arbitral tribunal under this article, the Executive Committee shall, at the request of any party, constitute the arbitral tribunal, and in doing so, may revoke any nomination or appointment already made, and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.
Emergency Arbitrator

Article 12

1. In the case of exceptional urgency, at any time prior to the formation of the arbitral tribunal, any party may apply to the Secretariat for the immediate appointment of a temporary sole arbitrator to conduct emergency proceedings pending the formation of the arbitral tribunal and the following shall apply:
   a. The application shall be made to the Secretariat in writing.
   b. The application shall set out the grounds for why an emergency arbitrator is needed and the specific claim, with reasons, for emergency relief.
   c. Proof of the payment of the relevant fee to the Centre shall be attached to the application.
   d. The Executive Committee shall have the discretion to accept or reject the application and has no obligation to refund the application fee.
   e. If the application is granted, a temporary arbitrator shall be appointed by the Executive Committee to conduct the emergency proceedings in any manner it determines appropriate in the circumstances, taking into account the nature of such emergency proceedings, the need to afford to each party, if possible, an opportunity to be consulted on the claim for emergency relief (whether or not it avails itself of such opportunity) the claim and reasons for emergency relief and the parties’ further submissions (if any).
   f. The temporary arbitrator conducting the emergency procedures may hold any hearing and shall decide on the claim for emergency relief, order or award, as soon as possible, and in all cases no longer than 14 days following its appointment. The relief, order or award shall comply with these Rules and shall be sent by the temporary arbitrator to the Secretariat and communicated by the Secretariat to the parties.
   g. Any relief order or award made by the temporary arbitrator in the emergency procedures may be subsequently confirmed, varied, discharged or revoked in whole or in part by the arbitral tribunal in the arbitral proceedings.
Disclosures and Challenge of Arbitrators

Article 13

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

2. The arbitrator thus appointed shall submit, within one week after being notified of their appointment, a written declaration confirming their impartiality and independence. The appointment of an arbitrator shall be completed only upon the acceptance by the arbitrator of the mission and after the arbitrator has signed the statement of impartiality and independence provided by the Secretariat.

3. Apart from communications relating to the appointment, an arbitrator shall avoid private communications with any party regarding the arbitration. If any such communication is made, the arbitrator shall inform the other parties and arbitrators of its substance.

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

Article 14

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

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

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3 The Secretariat shall communicate to the arbitrators the declaration of acceptance and the statement of impartiality and independence pursuant to article 13.
3. In the event that an arbitrator fails or finds it impossible to act, the procedure in respect of the challenge of an arbitrator as provided in article 15 shall apply.

Article 15

1. A party that intends to challenge an arbitrator shall file with the Centre a written notice of its challenge within 14 days after it has been notified of the appointment of the challenged arbitrator, or within 14 days after the circumstances justifying the challenge became known to that party. The notice of challenge shall state the reasons for the challenge.

2. The Secretariat shall communicate the notice of challenge to all other parties, to the arbitrator who is challenged and to the other arbitrators.

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

4. If, within 14 days from the date of communicating the notice of challenge, all parties do not agree to remove the challenged arbitrator or the latter does not withdraw, the party making the challenge may elect to pursue it. In that case, the challenge shall be finally decided by the Executive Committee.

Replacement of an Arbitrator

Article 16

1. Subject to paragraph 2, in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed pursuant to the procedure provided for in articles 9 to 13 that was applicable to the appointment of the arbitrator being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment.
2. If, at the request of a party and upon the approval of the Executive Committee, the Executive Committee determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, the Executive Committee may, after giving an opportunity to the parties and the remaining arbitrators to express their views, either (a) appoint the substitute arbitrator or, (b) after the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award.

3. In all cases, the Executive Committee may, without being obliged to give reasons for its decision, reject the appointment of any arbitrator due to the lack of any legal or contractual requirement or past failure to comply with his or her duties under these Rules.

**Repetition of Hearings in the Event of the Replacement of an Arbitrator**

**Article 17**

If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.

**Section III: Arbitral Proceeding**

**General Provisions**

**Article 18**

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

2. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal shall establish the provisional timetable of the arbitration. The
arbitral tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.

3. If at an appropriate stage of the proceedings any party so requests, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.

4. All communications to the arbitral tribunal by one party shall be communicated by that party to all other parties and the Centre. Similarly, all communications from the arbitral tribunal to the parties shall be copied to the Centre. Such communications shall be made at the same time, except as otherwise permitted by the arbitral tribunal if it may do so under applicable law. If agreed in writing by all parties and the arbitral tribunal, all communications referred to under this article as well as all relevant submission shall be uploaded to the Centre’s online server under the secured key and passwords provided by the Secretary to the parties and the arbitral tribunal. The arbitral tribunal and parties shall have remote access to the server if all the parties and the arbitral tribunal choose in writing to use such service.

**Joinder**

**Article 19**

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

Article 20
1. If the parties have not previously agreed on the seat of arbitration, the seat of arbitration shall be the Dubai International Financial Centre (the “DIFC”). The award shall be deemed to have been made at the seat of arbitration.

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

Language

Article 21
1. In the absence of an agreement by the parties, the language of the arbitration shall be English, unless the arbitral tribunal or the Executive Committee prior to the appointment of the arbitral tribunal, owing to exceptional circumstances, determines a different language or languages to be used in the proceedings. This determination shall apply to the statement of claim, the statement of defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.

2. The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

3. All notices, applications and other relevant documents for the attention of the Centre should be submitted in the English or Arabic language.
Statement of Claim

Article 22

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

2. The statement of claim shall include the following particulars:
   a. The names and contact details of the parties,
   b. A statement of the facts supporting the claim together with all documents and evidence relied on by the Claimant in support of the claim,
   c. The points it believes are at issue,
   d. The relief or remedy sought.
   e. The legal grounds or arguments supporting the claim.

3. A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the arbitration agreement shall be annexed to the statement of claim.

Article 23

1. The Respondent shall communicate its statement of defence in writing to the Claimant, each of the arbitrators and the Centre within a period of time to be determined by the arbitral tribunal. The Respondent may elect to treat its response to the notice of arbitration referred to in article 4 as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of paragraphs 1 and 2 of this article.

2. The statement of defence shall reply to the statement of claim (article 22, paragraph 2). The statement of defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the Respondent, or contain references to them.
3. In its statement of defence, or at a later stage in the arbitral proceedings (provided the arbitral tribunal gives permission), the Respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.

4. The provisions of article 22, paragraphs 2 and 3 shall apply to a counterclaim, a claim under article 4, paragraph (2) (c) and a claim relied on for the purpose of a set-off.

**Amendments to the Claim or Defence**

**Article 24**
During the course of the arbitral proceedings, a party may amend or supplement its claim or defence, including a counterclaim or a claim for the purpose of a set-off, on such terms as the arbitral tribunal may stipulate unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other parties or any other circumstances. However, a claim or defence, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal. In all such cases where an amendment is allowed, the other party shall be given an opportunity of responding to it on such terms as the arbitral tribunal directs.

**Pleas as to the Jurisdiction of the Arbitral Tribunal**

**Article 25**
1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.

2. A plea that the arbitral tribunal does not have jurisdiction shall be raised in the response to the notice of arbitration or, with respect to a counterclaim or a claim for the purpose of a set-
off, in the defence to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

3. The arbitral tribunal may rule on a plea referred to in paragraph 2 either before ruling on the merits or in its award on the merits. However, where it believes it is appropriate to do so, the arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

Further Written Submissions

Article 26
The arbitral tribunal shall decide which further written submissions, including but not limited to statements and pleadings, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

Periods of Time

Article 27
1. Subject to any contrary provision herein, the periods of time fixed by the arbitral tribunal for the communication of written statements (including the statement of claim and statement of defence) should not exceed 45 days. However, the arbitral tribunal may extend any time limit if it concludes that an extension is justified.

2. The Executive Committee may extend any time limit, on its own initiative, if it deems that an extension is justified.
Interim Measures

Article 28

1. The arbitral tribunal may, at the request of a party, grant interim measures including but not limited to injunctions, restraining orders and dispositions.

2. An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party for example and without limitation, to:
   a. Maintain or restore the status quo pending determination of the dispute.
   b. Take action that would prevent, or refrain from taking action that is likely to cause (i) current or imminent harm or (ii) prejudice to the arbitral process itself.
   c. Provide a means of preserving assets out of which a subsequent award may be satisfied.
   d. Preserve evidence that may be relevant and material to the resolution of the dispute.
   e. Ordering the sale of assets which may otherwise perish.
   f. Ordering security for costs and fees of the arbitration proceedings.
   g. Ordering security in respect of any claim or counterclaim.
   h. Ordering the creation of escrow accounts for monies to be held pending the determination of the proceedings.

3. Subject to any contrary provision in these Rules, the party requesting an interim measure under paragraph 2 shall satisfy the arbitral tribunal that:
   a. Harm not adequately reparable by an award of damages (including mitigation of losses) is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
   b. In circumstances where the arbitral tribunal believes it to be appropriate there is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.
4. With regard to a request for an interim measure under paragraph 2 (d) to (f), the requirements in paragraphs 3 (a) and (b) shall apply only to the extent the arbitral tribunal considers appropriate.

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

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

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

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

9. If an interim measure is not voluntarily enforced by the parties, any party may approach the competent court for assistance.

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

Article 29

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

2. Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party.
3. At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine.

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

**Hearings**

**Article 30**

1. Subject to the provisions relating to emergency arbitrators, in the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place of the hearing.

2. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal and in compliance with the relevant laws.

3. Hearings shall be held privately unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of such other witnesses.

4. The arbitral tribunal may direct that witnesses, including expert witnesses, be examined through means of telecommunication (such as videoconference).

**Experts Appointed by the Arbitral Tribunal**

**Article 31**

1. After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the tribunal. A copy of the expert’s terms of reference, established by the arbitral tribunal, shall be communicated to the parties.
2. The expert shall, before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert’s qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert’s appointment, a party may object to the expert’s qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.

3. Upon receipt of the expert’s report, the arbitral tribunal shall communicate a copy of the report to the parties, who shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied.

4. At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of article 30 shall be applicable to such proceedings.

Default

Article 32

1. If, within the period of time fixed by these Rules or the arbitral tribunal, and without showing sufficient cause the Claimant fails to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so.

2. If, within the period of time fixed by these Rules or the arbitral tribunal, and without showing sufficient cause the Respondent fails to communicate its response to the notice of arbitration or its statement of defence, the arbitral tribunal shall order that the proceedings continue,
without treating such failure in itself as an admission of the Claimant’s allegations. The provisions of this paragraph also apply to a Claimant’s failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.

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

4. If a party, duly invited by the arbitral tribunal to submit documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

5. If a party is ordered to submit certain documents and fails, without showing sufficient cause, to produce any such documents, the arbitral tribunal shall make the necessary inferences.

**Closure of Hearings**

**Article 33**

1. The hearings will be deemed closed 14 days after the filing of the final submission unless the arbitral tribunal decides to inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.

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

**Waiver of Right to Object**

**Article 34**

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

Section IV: The Award

Decisions

Article 35
1. When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. Failing a majority decision on any issue or any award the presiding arbitrator shall decide that issue or the award.

2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide alone, subject to revision, if any, by the arbitral tribunal.

3. If any arbitrator refuses or fails to sign the award, the signatures of the majority or, or of the presiding arbitrator failing a majority, shall be sufficient, provided that the reason for the omitted signature is stated in the award by the majority or by the presiding arbitrator.

Time Limit of the Award

Article 36
1. The arbitral tribunal shall issue the final award 90 days from the date of which the hearings are deemed closed unless extended subject to paragraph 2.

2. Subject to a written reasoned request by the arbitral tribunal, the Executive Committee may extend the time limit, more than once if appropriate.

3. Where the applicable law requires the award to be made within a time limit from the date of transmission of the arbitration file to the arbitral tribunal, the arbitral tribunal may on its own initiative, extend the time limit for one additional period and the Executive Committee,
subject to a reasoned request by the arbitral tribunal, may extend the time limits for additional reasonable periods of times, if deemed necessary to do so in order for the arbitral tribunal to perform its duty.

**Form and Effect of the Award**

**Article 37**

1. The arbitral tribunal may in its discretion make separate awards on different issues at different times.

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

3. The arbitral tribunal shall state the reasons upon which the award is based.

4. An award shall be signed on every page by the arbitrators and it shall contain the date on which the award was made and indicate the seat of arbitration. It shall also exhibit a copy of the arbitration agreement between the parties.

5. The award signed by the arbitrators shall be sent to the Secretariat by the arbitral tribunal in a minimum of 3 original copies. The Secretariat shall communicate the award to the parties thereafter on a prompt basis. In all events, the arbitral tribunal shall not communicate the award directly to the parties.

6. An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right, or in relation to legal proceedings before a court or other competent authority.
Applicable Law

Article 38
The arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law which has the closest connection to the dispute, taking into account any usage of trade applicable to the transaction.

Settlement or Other Grounds for Termination

Article 39
1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award. If the settlement does not cater for the costs of the arbitral tribunal and/or the Centre, the arbitral tribunal may determine and award costs in the arbitral award.

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

3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be sent by the arbitral tribunal to the Secretariat and thereafter communicated on a prompt basis by the Secretariat to the parties. Where an arbitral award on agreed terms is made, the provisions of article 37, paragraphs 2, 4 and 5, shall apply.
Article 40
1. Within 28 days after the receipt of the award, a party, with notice to the other party(s) and the Secretariat, may request that the arbitral tribunal give an interpretation of the award.

2. If the arbitral tribunal considers the request to be justified, (e.g. because on reflection there may be some relevant ambiguity) it shall give the interpretation in writing within 45 days after the expiry of the date of commenting on the request. The interpretation shall form part of the award and the provisions of article 37, paragraphs 2 to 5, shall apply.

Correction of the Award

Article 41
1. Within 28 days after the receipt of the award, a party, with notice to the other party(s) and the Secretariat, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error of a similar nature. If the arbitral tribunal considers the request to be justified, it shall make the correction within 45 days of receipt of the request.

2. The arbitral tribunal may within 28 days after the communication of the award make such corrections on its own initiative.

3. Such corrections shall be in writing, and shall form part of the award. The provisions of article 37, paragraphs 2 to 5 shall apply.

Additional Award

Article 42
1. Within 28 days after the receipt of the award, a party, with notice to the other party(s) and the Secretariat, may request the arbitral tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.
2. If the arbitral tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 60 days after the expiry of the date of commenting on the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.

3. When such an award or additional award is made, the provisions of article 37, paragraphs 2 to 5, shall apply.

Confidentiality

Article 43
1. Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential all awards and decisions as well as all materials submitted by the parties in the arbitral proceedings not otherwise in the public domain, save and to the extent that a disclosure may be required of a party according to a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority. This undertaking also applies to the arbitrators, the tribunal-appointed experts, the secretary of the arbitral tribunal, the Secretariat and the Centre.

2. The deliberations of the arbitral tribunal are likewise confidential, save and to the extent that a disclosure may be required by a court decision.

Retrieval and Destruction of Documents

Article 44
1. The party that submits original documents shall request in writing the retrieval of such documents within 9 months from the date of receiving the final award. The Secretariat, the Executive Committee and the Centre shall not be liable for any of such documents upon the lapse of this period.
2. All copies of documents submitted by the parties or the arbitral tribunal to the Centre may be destroyed upon the lapse of 9 months from the date of communicating a copy of the award to the parties.

Section V: The Costs

Definition of Costs

Article 45

1. The arbitral tribunal shall fix the costs of arbitration in the final award or, if it deems appropriate, in another decision.

2. The term “costs” includes only:
   a. A registration fee to be determined in accordance with article 46;
   b. The administrative fees to be determined in accordance with article 46;
   c. The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the arbitral tribunal itself in accordance with article 47;
   d. The reasonable travel and other expenses incurred by the arbitrators;
   e. The reasonable costs of expert advice and of other assistance required by the arbitral tribunal;
   f. The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal; and
   g. The legal and other costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable.

3. In relation to interpretation, correction or completion of any award under articles 37 to 39, the arbitral tribunal may charge its costs referred to in the above paragraph, but no additional fees.
Registration Fee and Administrative Fees

Article 46
1. Upon filing the notice of arbitration, the Claimant shall pay the registration fee. The same amount shall be paid by the Respondent upon filing a counterclaim.

2. If the registration fee is not paid upon filing the notice of arbitration or the counterclaim, the Centre shall not register the case or the counterclaim.

3. The registration fee is non-refundable.

4. The administrative fees payable to the Centre shall be determined based on the sum in dispute.

Fees and Expenses of Arbitrators

Article 47
1. The fees and expenses of the arbitrators shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case.

2. The arbitrators’ fees shall be charged on an hourly rates basis calculated by reference to the work done in connection with the arbitration and will be charged at rates appropriate to the particular circumstances of the case including its complexity and the special qualifications of the arbitrator.

3. Promptly after its constitution, the arbitral tribunal shall inform the parties as to how it proposes to determine its fees and expenses, including any rates it intends to apply. Within 14 days of receiving that proposal, any party may refer the proposal to the Executive Committee for review. If, the Executive Committee finds that the proposal of the arbitral tribunal is inconsistent with paragraph 1, it may make any necessary adjustments it deems necessary, including but not limited to capping any amounts or rates, which shall be binding upon the arbitral tribunal.
4. A referral under paragraph 3 shall not affect any determination in the award other than the arbitral tribunal’s fees and expenses; nor shall it delay the recognition and enforcement of all parts of the award other than those relating to the determination of the arbitral tribunal’s fees and expenses.

Allocation of Costs

Article 48
1. The costs of the arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

2. The arbitral tribunal shall in the final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.

Deposit of Costs

Article 49
1. The arbitral tribunal or the Secretariat may request the parties to deposit with the arbitral tribunal or with the Centre an equal amount as an advance for the costs referred to in article 45, paragraphs 2 (a) to (c).

2. During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.

3. The arbitral tribunal shall fix the amounts of any deposits or supplementary deposits.

4. If the required deposits are not paid in full within 28 days after the receipt of the request, the arbitral tribunal shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.
5. After a termination order or final award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

**Expedited Arbitration Rules (Fast-Track)**

**Article 50**

1. **Scope:**
   a. Notwithstanding the applicability of arbitration rules to any arbitration process, the expedited arbitration shall be conducted in accordance with the provisions of this article.
   b. Expedited arbitration rules shall apply to disputes in which the value of the claim or the totality of the amount claimed added to the amount of the counter claim does not exceed Seven Million Dirhams (approximately USD 1,900,000/-).
   c. The parties may agree to select the rules of the expedited arbitration (fast-track) on total sums exceeding Seven Million Dirhams (approximately USD 1,900,000/-) provided that they make their selection before the appointment of the arbitral tribunal, selection after the appointment of the arbitral tribunal shall be subject to its approval.

2. The request for arbitration shall include a statement of claim in detail together with all underlying documents.

3. Likewise the response of the Respondent shall include a statement of defence in detail together with all underlying documents.

4. If the Respondent desires to present a counterclaim, it must be submitted together with the statement of defence provided that, the Respondent shall send the response together with the counterclaim within 21 days of receipt of request for arbitration and the Secretariat shall send a copy of the response and documents attached to the Claimant for comment within 21 days.
5. The Secretariat shall transmit the file to the arbitral tribunal after verification of receipt of the request for arbitration, the counterclaim (if any) and verification of payment of arbitration costs. The arbitral tribunal may order the parties of arbitration to submit summarized memorandums within a period of time not exceeding 15 days.

6. In the expedited arbitration, the arbitral tribunal shall be composed of a sole arbitrator unless the parties agree on more than one arbitrator. The parties shall nominate their arbitrator or arbitrators within 21 days from the date of receipt of notice of request for arbitration and in case of expiry of that period before the nomination of arbitrators, the Executive Committee may proceed to appoint the arbitrator or arbitrators.

7. The chairman of the arbitral tribunal consisting of three arbitrators shall be appointed by the two appointed arbitrators within 15 days from the confirmation of the second arbitrator, in case of failure the Executive Committee shall appoint the chairman as soon as practicable.

8. The arbitral tribunal shall be composed of a sole arbitrator in respect of disputes in which the amount of the claim does not exceed one Million Dirhams (USD 270,000/- approximately). Such arbitrator shall be appointed by the Executive Committee.

9. a. The party who has appointed the arbitrator shall appoint an alternative arbitrator in case of termination of the mandate, or resignation or death of such arbitrator within 21 days of notice of the decision thereof; in case of failure the Executive committee shall perform that task.

   b. The Executive Committee is competent to decide the termination of the mandate of arbitrator in case of challenge in respect of impartiality or independence thereof and in case of failure to perform his or her duties as well. The decision of the Executive committee in this concern shall be final without being obliged to state reasons.

10. The award shall be issued within a period of time not exceeding 3 months from the date of the transmission of the file to the arbitral tribunal, and the Executive Committee may extend such period upon request of the arbitral tribunal and subject to a written reason.
Model Arbitration Clause for Contracts

1. Model clause (for application of general rules of arbitration):
   Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity of it, shall be settled by arbitration in accordance with the Rules of the Emirates Maritime Arbitration Centre (EMAC). The seat of arbitration shall be the Dubai International Financial Centre (DIFC), United Arab Emirates unless otherwise agreed by the parties. The number of arbitrators shall be [one or three]. The language to be used in the arbitral proceedings shall be [ ]. The governing law of the contract shall be [ ].

2. If the parties wish to use the expedited arbitration rules, they may include the below in addition to the model clause:
   Any dispute arising out of, or in connection with this contract shall be settled by arbitration in accordance with the expedited arbitration rules of Emirates Maritime Arbitration Centre (EMAC) by an arbitral tribunal composed of one or more arbitrator to be appointed in accordance with those rules.

Possible waiver statement

Note: If the parties wish to exclude recourse against the arbitral award that may be available under the applicable law, they may consider adding a provision to that effect as suggested below, considering, however, that the effectiveness and conditions of such an exclusion depend on the applicable law.

Waiver: The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.
Schedule

Schedule of Fees and Administrative Arbitration Fees

1. Registration Fees:
   a. AED 1,000/- for arbitration where the amount in dispute does not exceed AED 1 Million
   b. AED 3,000/- for arbitration where the amount in dispute is between AED 1 Million to 5 Million
   c. AED 5,000/- for arbitration where the amount in dispute is between AED 5 Million to 50 Million
   d. AED 7,000/- for arbitration where the amount in dispute is between AED 50 Million to 100 Million
   e. AED 10,000/- for arbitration where the amount in dispute exceeds 100 Million

2. Arbitral tribunal appointment fee only excluding administrative supervision: AED 4,000/- (Ad hoc)

3. Administrative Fees:

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4. Arbitrators Fees:
   - Arbitrator fees are determined on hourly basis and in consultation with all of the arbitrator, the parties and the Centre.

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