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## **Section I: Introductory Rules**

### **Introductory Rules**

#### Section I

##### **Article (1): Definitions**

1.1 The following words and phrases shall have the meaning assigned thereto unless the context indicates otherwise:

“Arbitral Tribunal” includes one or more arbitrators.

“Award” includes, inter alia, partial, interim or final award.

“Centre” or “OAC” means Oman Commercial Arbitration Centre.

“Claimant” means the party initiating arbitration.

“Claim” includes any claim by any Party against any other Party.

“Executive Committee” headed by the Chief Executive Officer of the Center and the membership of two advisors.

“Party” or “Parties” includes Claimants and/or Respondents.

“Registrar” means the Registrar of OAC.

“Request for Arbitration” means an application to initiate arbitration proceeding under the Rules.

“Respondent” means the party against whom arbitration is initiated.

“Response” means the response to the Request for Arbitration.

“OAC Rules” or “Rules” means the arbitration rules of OAC.

1.2 Any pronoun in these Rules shall be understood to be gender-neutral and to include any natural or legal person. Words used in singular include the plural and vice-versa, as the context may require.

##### **Article (2): Scope of Application**

2.1 Where Parties have agreed that their disputes shall be referred to arbitration under OAC Rules, then such disputes shall be settled in accordance with these Rules subject to any modification as the Parties may agree.

2.2 These Rules shall govern the arbitration and shall be considered as supplementary to any agreement referred to in Article 2.1 above, save where the Rules conflict with a mandatory provision of the procedural law applicable to the arbitration.

2.3 The proceedings before the Arbitral Tribunal shall be governed by the Rules and, where the Rules are silent, by any rules which the Parties agree on, or failing agreement, by any rules the Arbitral Tribunal decides on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.

2.4 A Party's objection or failure to take part in the arbitration or at any stage of the proceedings, shall not impede the arbitration from progressing.

### **Article (3): Written Notices or Communications and Time Limits**

3.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing. All communications shall be made simultaneously 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.

3.2 All communications to the Registrar shall be either in Arabic or in English, notwithstanding the language of the arbitration.

3.3 After the notification by the Registrar of the constitution of the Arbitral Tribunal and transmission of file, all correspondence between the Arbitral Tribunal and the Parties shall take place directly between them, and shall be sent to the Registrar in soft copy/electronic version only, unless otherwise requested.

3.4 Any notice, communication or proposal shall be delivered against receipt, registered post, courier, any form of electronic communication (including electronic mail and facsimile), or any other means of communication that provides a record of its delivery.

3.5 Any notice, communication or proposal shall be deemed to have been received on the day it is delivered: (i) to the addressee personally or to its authorized representative; (ii) to the addressee's habitual residence, place of business or designated address; (iii) to any address agreed by the Parties; (iv) according to the practice of the Parties in prior dealings; or (v) if, after reasonable effort, none of these can be found, then at the addressee's last-known residence or place of business.

3.6 For the purpose of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, communication or proposal is deemed to have been received. Unless the Executive Committee, Arbitral Tribunal or the Parties determines otherwise, any period of time under these Rules is to be calculated in accordance with Oman Standard Time (GMT +4).

3.7 Official holidays or nonbusiness days occurring during the running of the period of time are included in calculating the period.

3.8 If the last day of any period of time under these Rules is not a business day at the place of receipt in accordance with Article 3.6, the period is extended until the first business day which follows.

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## **Section II Commencement of the Arbitration Proceedings**

### **Section II**

#### **Commencement of the Arbitration Proceedings**

#### **Article (4): Request for Arbitration**

4.1 A Party wishing to commence arbitration under these Rules shall submit its Request for Arbitration to the Registrar. The Registrar shall notify the Respondent of the receipt of the Request for Arbitration and the date of such receipt.

4.2 The Request for Arbitration shall contain the following information:

- a. Demand that the dispute be referred to arbitration;
- b. The names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of the Parties to the arbitration and of the Claimants representatives, if any;
- c. Reference to the arbitration agreement invoked and a copy of the arbitration agreement;
- d. Reference to the contract or other instrument out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument;
- e. Brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;
- f. Statement of any matters which the Parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal;
- g. Proposal for the number of arbitrators if not specified in the arbitration agreement;
- h. Unless otherwise agreed by the Parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
- i. Any comment as to the applicable law;
- j. Unless otherwise agreed by the Parties, proposal as to the language of the arbitration and seat of the arbitration; and
- k. Payment of the requisite registration fee under these Rules.

4.3 The date of receipt by the Registrar of the complete Request for Arbitration shall be deemed as the date upon which the arbitration has commenced for all purposes.

4.4 The Executive Committee shall decide not to proceed with the arbitral proceedings if the Center manifestly lacks jurisdiction over the dispute.

#### **Article (5): Response and Counterclaim**

5.1 Within 21 days from the receipt of the Request for Arbitration from the Registrar, the Respondent shall submit a Response that shall contain the following information:

- a. The name, address, telephone number, facsimile number and electronic mail address of the Respondent and its representatives, if any;
- b. Confirmation or denial of all or part of the claims, including, where possible, any plea that the Arbitral Tribunal lacks jurisdiction;
- c. Any comment in response to any statements contained in the Request for Arbitration under Article 4.2 or any comment with respect to the matters covered in the same Article;
- d. A brief statement describing the nature and circumstances of any counterclaim in accordance with Article 5.6; and

e. Unless otherwise agreed by the Parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, comments on the Claimant's proposal for a sole arbitrator or a counter-proposal.

5.2 Failure by the Respondent to submit a Response shall not prevent the arbitration proceeding from commencing pursuant to these Rules. However, if the arbitration agreement calls for party nomination of arbitrators, failure to send the Response or to nominate an arbitrator within the time period specified in Article 5.1, will constitute an irrevocable waiver of that party's right to nominate an arbitrator.

5.3 Failure to deliver a Response or any part of it within the time stated above shall not (by itself) preclude the Respondent from denying any claim or from advancing any defence or counterclaim in the arbitration.

5.4 The Executive Committee may, upon a request by the Respondent, grant the Respondent an extension of the time up to 14 days for submitting the Response, provided the application for such an extension contains the Respondent's observations or proposals concerning the number of arbitrators and their choice and, where required by the Rules, the nomination of an arbitrator. If the Respondent fails to do so, the Registrar shall proceed in accordance with the Rules.

5.5 The Registrar shall communicate the Respondent's Response and/or counterclaim to the Claimant and all other Parties in the number of copies specified by Article 3.1 of these Rules.

5.6 Any counterclaim made by the Respondent shall be submitted with the Response and shall provide:

- a. A description of the nature and circumstances of the dispute giving rise to the counterclaims and of the basis upon which the counterclaims are made;
- b. A statement of the relief sought together with the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims;
- c. Any relevant agreements 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.
- e. Payment of the requisite registration fee under these Rules for any counterclaim.

The Respondent may submit such other documents or information with the counterclaims as it considers appropriate or as may contribute to the efficient resolution of the dispute.

5.7 The Claimant shall submit a reply to any counterclaim within 21 days from the date of receipt of the counterclaim from the Registrar. Prior to the transmission of the file to the Arbitral Tribunal, the Executive Committee may, upon a request by the Claimant, grant the Claimant an extension of time for submitting the reply up to 14 days.

#### **Article (6): Multiple Contracts**

Where disputes arising out of or in connection with more than one contract may be made in a single arbitration, provided that:

- a. The Parties to the contracts consent to a single arbitration to be conducted in accordance

with the Rules; or

b. The contracts contain arbitration agreements referring such disputes to arbitration to be conducted in accordance with the Rules, the arbitration agreements are compatible, and:

- i. the disputes arise out of the same legal or economic relationship; or
- ii. such contracts consist of a principal contract and its ancillary contracts; or
- iii. the disputes arise out of the same transaction or series of related transactions.

## **Article (7): Joinder**

7.1 Prior to the constitution of the Arbitral Tribunal, a Party to the arbitration may file an application with the Registrar for one or more additional parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:

- a. The additional party to be joined is bound by the arbitration agreement; or
- b. All Parties, including the additional party to be joined, have consented in writing to the joinder of the additional party.

7.2 An application for joinder shall include the following:

- a. The case reference number of the pending arbitration;
- b. The names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all Parties, including the additional party to be joined, and their representatives, if any, and any arbitrators who have been nominated or appointed in the pending arbitration;
- c. Whether the additional party is to be joined as a Claimant or a Respondent;
- d. The information specified in Article 4.2(c), and Article 4.2(d);
- e. If the application is being made under Article 7.1(b), identification of the relevant agreement and, where possible, a copy of such agreement; and
- f. A brief statement of the facts and legal basis supporting the application.

7.3 The application for joinder is deemed to be complete when all the requirements of Article 7.2 are fulfilled or when the Registrar determines that there has been substantial compliance with such requirements. The Registrar shall notify all Parties, including the additional party to be joined, when the application for joinder is complete.

7.4 The Party applying for joinder shall, at the same time as it files an application for joinder with the Registrar, send a copy of the application to all Parties, including the additional party to be joined, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

7.5 All Parties to the arbitration and the additional party to be joined, shall have a right to respond to the request for joinder, and must do so within 14 days of receiving the request, or such other period as determined by the Executive Committee.

7.6 The Executive Committee shall, after considering the views of all Parties, including the additional party to be joined, and having regard to the circumstances of the case, decide

whether to grant, in whole or in part, any application for joinder under Article 7.1. The Executive Committee's decision to grant an application for joinder is without prejudice to the Arbitral Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Executive Committee's decision to reject an application for joinder under this Article, in whole or in part, is without prejudice to any Party's right to apply to the Arbitral Tribunal for joinder pursuant to Article 7.10.

7.7 Where an application for joinder is granted under Article 7.6, the date of receipt of the complete application for joinder shall be deemed to be the date of the commencement of the arbitration in respect of the additional party.

7.8 Where an additional party has been joined, prior to the constitution of the Arbitral Tribunal, the additional party may, jointly with the Claimant or with the Respondent, nominate an arbitrator for appointment by the Executive Committee as per Article 11.4 and 11.5.

7.9 Where an application for joinder is granted under Article 7.6, the Executive Committee may, prior to the constitution of the Arbitral Tribunal, revoke the appointment of any arbitrators appointed prior to the decision on joinder. Unless otherwise agreed by all Parties, including the additional party joined, Article 10 and Article 11 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Executive Committee's decision under Article 7.6.

7.10 After the constitution of the Arbitral Tribunal, a Party or non-party to the arbitration may apply to the Arbitral Tribunal for one or more additional parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:

- a. The additional party to be joined is bound by the arbitration agreement; or
- b. All Parties, including the additional party to be joined, have consented to the joinder of the additional party.

Where appropriate, an application for joinder to the Arbitral Tribunal under this Article may be filed with the Registrar.

7.11 Subject to any specific directions of the Arbitral Tribunal, the provisions of Article 7.2 shall apply, mutatis mutandis, to an application for joinder under Article 7.10.

7.12 The Arbitral Tribunal shall, after giving all Parties, including the additional party to be joined, the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder under Article 7.10. The Arbitral Tribunal's decision to grant an application for joinder under this Article is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.

7.13 Where an application for joinder is granted under Article 7.12, the date of receipt by the Arbitral Tribunal of the complete application for joinder shall be deemed to be the commencement date of the arbitration in respect of the additional party.

7.14 Where an application for joinder is granted under Article 7.12, any Party who has not nominated an arbitrator or otherwise participated in the constitution of the Arbitral Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Arbitral Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Article 13.

7.15 Where an application for joinder is granted, the requisite registration fee under these Rules shall be payable for any additional claims or counterclaims.

#### **Article (8): Consolidation**

8.1 Prior to the constitution of any Arbitral Tribunal, a Party may file an application with the Registrar to consolidate two or more arbitrations into a single arbitration, provided that any of the following criteria is satisfied:

- a. All Parties have agreed to the consolidation in writing; or
- b. All the claims in the arbitrations are made under the same arbitration agreement; or
- c. The arbitration agreements are compatible, and (i) the disputes arise out of the same legal or economic relationship; (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contracts; or (iii) the disputes arise out of the same transaction or series of transactions.

8.2 An application for consolidation under Article 8.1 shall include the case reference numbers of the arbitrations sought to be consolidated, and a brief statement of the facts and legal basis supporting the application.

8.3 The Executive Committee shall, after considering the views of all Parties, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for consolidation. The Executive Committee's decision to grant an application for consolidation is without prejudice to the Arbitral Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Executive Committee's decision to reject an application for consolidation, in whole or in part, is without prejudice to any Party's right to apply to the Arbitral Tribunal for consolidation pursuant to Article 8.7. Any arbitrations that are not consolidated, shall continue as separate arbitrations under these Rules.

8.4 Where the Executive Committee decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that is deemed by the Registrar to have commenced first, unless otherwise agreed by all Parties, or the Executive Committee decides otherwise having regard to the circumstances of the case.

8.5 Where an application for consolidation is granted, the Executive Committee may revoke the appointment of any arbitrators appointed prior to the decision on consolidation. Unless otherwise agreed by all Parties, Article 10 and Article 11 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Executive Committee's decision under Article 8.4.

8.6 After the constitution of any Arbitral Tribunal in the arbitrations sought to be consolidated, a Party may apply to the Arbitral Tribunal to consolidate two or more arbitrations pending under these Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:

- a. All Parties have agreed to the consolidation; or
- b. All the claims in the arbitrations are made under the same arbitration agreement, and the same Arbitral Tribunal has been constituted in each of the arbitrations or no Arbitral Tribunal has been constituted in the other arbitration(s); or
- c. The arbitration agreements are compatible, the same Arbitral Tribunal has been constituted in each of the arbitrations or no Arbitral Tribunal has been constituted in the other arbitrations, and (i) the disputes arise out of the same legal or economical relationship; (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contracts; or (iii) the disputes arise out of the same transaction or series of transactions.

8.7 The Arbitral Tribunal shall, after giving all Parties the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for consolidation. The Arbitral Tribunal's decision to grant an application for consolidation is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision. Any arbitrations that are not consolidated shall continue as separate arbitrations under these Rules.

8.8 Where an application for consolidation is granted, any Party who has not nominated an arbitrator or otherwise participated in the constitution of the Arbitral Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Arbitral Tribunal, without prejudice to the right of such Party to challenge an arbitrator pursuant to Article 13 of these Rules.

8.9 Where the Claimant has filed two or more Requests for Arbitration, the Registrar shall accept payment of a single registration fee under these Rules for all the arbitrations sought to be consolidated. Where the Executive Committee rejects the application for consolidation, in whole or in part, the Claimant shall be required to make payment of the requisite registration fee under these Rules in respect of each arbitration that has not been consolidated.

8.10 Where the Claimant has filed a single Request for Arbitration, and the Executive Committee rejects the application for consolidation, in whole or in part, it shall file a separate Request for Arbitration in respect of each arbitration that has not been consolidated, and the Claimant shall be required to make payment of the requisite registration fee under these Rules in respect of each arbitration that has not been consolidated.

## **Article (9): Representation and Assistance**

9.1 Any Party may be represented and/or assisted in the arbitration by one or more legally valid authorized representatives and/or assistants appearing by name before the Centre and the Arbitral Tribunal.



9.2 Until the Arbitral Tribunal's formation, the Registrar may request from any Party: (i) written proof of the authority granted by that Party to any representative and/or assistant designated in its Request for Arbitration or Response; and (ii) written confirmation of the names and addresses of all such Party's representatives and/or assistants in the arbitration. After its formation, at any time, the Arbitral Tribunal may order any Party to provide similar proof or confirmation in any form it considers appropriate.

9.3 Following the Arbitral Tribunal's formation, any intended change or addition by a Party to its representatives and/or assistants shall be notified promptly in writing to all other Parties, the Arbitral Tribunal and the Registrar; and any such intended change or addition shall only take effect in the arbitration subject to the approval of the Arbitral Tribunal.

9.4 Without prejudice to the Parties rights, the Arbitral Tribunal may withhold approval of any intended change or addition to a Party's representatives and/or assistants where such change or addition is likely to cause the loss of time.

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## **Section III Composition of the Arbitral Tribunal**

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#### **Article (10): Number of Arbitrators**

10.1 The Arbitral Tribunal shall consist of a number of arbitrators as agreed by the Parties in the arbitration agreement or any subsequent agreement. If there is more than one arbitrator, their number shall be uneven.

10.2 If the Parties have not previously agreed on the number of arbitrators, and if within 21 days after the receipt by the Respondent of the Request for Arbitration, or within such additional time as may be allowed by the Executive Committee, the Parties have not agreed on the number of arbitrators to be appointed, the Executive Committee shall determine the number of arbitrators appointed.

10.3 Notwithstanding Article 10.2, if no other Party has responded to a Party's proposal to appoint a sole arbitrator within the time limit provided for in Article 10.2, and the Party concerned has failed to appoint a second arbitrator in accordance with Article 11.2 or 11.5, the Executive Committee may, at the request of a Party, appoint a sole arbitrator pursuant to the procedure provided for in Article 11.1 if it determines that, in view of the circumstances of the case, this is more appropriate.

#### **Article (11): Appointment of Arbitrators**

11.1 Where the Parties have agreed that the dispute shall be resolved by a sole arbitrator, the Parties, shall nominate the sole arbitrator for appointment by the Executive Committee. If the

Parties fail to nominate a sole arbitrator within 21 days after the receipt by the Respondent of the Request for Arbitration, or within such additional time as may be allowed by the Executive Committee, the sole arbitrator shall be appointed by the Executive Committee within 21 days.

11.2 Where the Parties have agreed that the dispute shall be resolved by three arbitrators, each Party shall nominate in the Request for Arbitration and the Response, respectively, one arbitrator for appointment by the Executive Committee. If a Party fails to nominate an arbitrator within 21 days after the receipt by the Respondent of the Request for Arbitration, or within such additional time as may be allowed by the Executive Committee, the appointment shall be made by the Executive Committee within 21 days.

11.3 Where the dispute is to be referred to three arbitrators, the third arbitrator, who will act as president of the Arbitral Tribunal, shall be nominated by the co-arbitrators and appointed by the Executive Committee, unless the Parties have agreed upon another procedure for such appointment, in which case the nomination will be subject to confirmation by the Executive Committee. Should such procedure not result in a nomination within 21 days from the appointment of the co-arbitrators or any other time limit agreed by the Parties or set by the Executive Committee, the president of the Arbitral Tribunal shall be appointed by the Executive Committee.

11.4 Where there are multiple Claimants or multiple Respondents, and where the dispute is to be referred to a sole arbitrator, the Parties may agree to jointly nominate the sole arbitrator. In the absence of such joint nomination having been made within 21 days after the receipt by the Respondent of the Request for Arbitration, or within such additional time as may be allowed by the Executive Committee, the sole arbitrator shall be appointed by the Executive Committee within 21 days.

11.5 Where there are multiple Claimants or multiple Respondents, and where the dispute is to be referred to three arbitrators, the Claimants, jointly, and the Respondents, jointly, shall nominate an arbitrator for appointment by the Executive Committee. In the absence of a joint nomination having been made within 21 days after the receipt by the Respondent of the Request for Arbitration, or within such additional time as may be allowed by the Executive Committee, the Executive Committee shall, within 21 days, appoint the member of the Arbitral Tribunal not nominated and shall appoint the president of the Arbitral Tribunal.

11.6 Where the Parties are of different nationalities, the Executive Committee may appoint a sole arbitrator or the president of the Arbitral Tribunal from the same nationality as any Party unless a request is received, in writing, from either Party to the Registrar requesting otherwise within the 21 days time limit mentioned in this Article.

## **Article (12): Disclosure by Arbitrators**

12.1 Arbitrators acting under these Rules shall be impartial and independent and shall act in accordance with the terms of the notice of appointment provided by the Registrar.

12.2 In appointing an arbitrator under these Rules, the Executive Committee shall have due regard to any qualifications required of the arbitrator by the agreement of the Parties and to such consideration that are relevant to the impartiality and independence of the arbitrator.

12.3 The appointment of an arbitrator shall be completed only upon the acceptance of the role. The arbitrator shall submit, within 7 days from the date of notice of appointment, a written declaration confirming his impartiality and independence.

12.4 If, at any stage during the arbitration, circumstances arise that may give rise to justifiable doubts as to an arbitrator's independence and impartiality, an arbitrator or Party shall promptly disclose such information to the Registrar. Upon receipt of such information, the Registrar shall communicate it to all Parties.

### **Article (13): Challenge of Arbitrator**

13.1 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 the requisite qualification on which the Parties have agreed.

13.2 Failure of a Party to disclose any circumstances that may give rise to justifiable doubts as to an arbitrator's impartiality or independence within 14 days after the Party becomes aware of such information constitutes a waiver of the right to challenge an arbitrator based on those circumstances.

13.3 A Party may not challenge the arbitrator nominated by it, except for reasons of which it becomes aware after the appointment has been made.

### **Article (14): Notice of Challenge of Arbitrator**

14.1 A Party that intends to challenge an arbitrator shall file a reasoned notice of challenge with the Registrar within 14 days after receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances specified in Article 13.1 or Article 13.3 became known or should have reasonably been known to that Party.

14.2 The date of receipt of the notice of challenge of an arbitrator by the Registrar shall be deemed to be the date the notice of challenge is filed. The Party challenging an arbitrator shall, simultaneously, send the notice of challenge to the other Party, the challenged arbitrator and the other members of the Arbitral Tribunal or if the Arbitral Tribunal has not yet been constituted, any appointed arbitrator, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

14.3 The notice of challenge shall state the reason for the challenge and shall be accompanied by a challenge fee in the sum of OMR 1000/- restituted back in case of successful challenge. If the Party making the challenge fails to pay the challenge fee within 10 days from the date the notice of challenge is filed with the Registrar, the challenge shall be considered as withdrawn.

14.4 After receipt of a notice of challenge under Article 14.2, upon the request of a Party, the Executive Committee may order a suspension of the arbitral proceedings until the challenge is determined. Unless the Executive Committee orders the suspension of the arbitral proceedings pursuant to this Article, the challenged arbitrator shall be entitled to continue to participate in the arbitration pending the determination of the challenge by the Executive Committee in accordance with Article 15.

#### **Article (15): Decision on Challenge of Arbitrator**

15.1 Where an arbitrator is challenged by a Party, the other Party may agree to the challenge, and the Executive Committee shall remove the arbitrator if all Parties agree to the challenge. The challenged arbitrator may also voluntarily withdraw from office. In neither case does this imply acceptance of the validity of the grounds for the challenge.

15.2 If the Executive Committee accepts the challenge to an arbitrator, the Executive Committee shall remove the arbitrator, and a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of the Registrar's notification to the Parties of the decision by the Executive Committee.

15.3 The Executive Committee's decision to revoke the appointment of any arbitrator is without prejudice to the validity of any act done or order or Award made by the arbitrator before his appointment was revoked.

15.4 If the Executive Committee rejects the challenge to an arbitrator, the challenged arbitrator shall continue with the arbitration.

15.5 The Executive Committee shall reason its decision on any challenge to an arbitrator, and the Registrar shall communicate such decision to the Parties. Any such decision on any challenge by the Executive Committee shall be final and not subject to appeal.

#### **Article (16): Replacement of Arbitrator**

16.1 An arbitrator shall be replaced upon death, or upon the acceptance by the Executive Committee of the arbitrator's resignation, challenge, or request submitted by all the Parties.

16.2 An arbitrator shall also be replaced by the Executive Committee's own initiative when it decides that the arbitrator is prevented de jure or de facto from fulfilling his functions, or that he is not fulfilling those functions in accordance with these Rules or within the prescribed time limits.

16.3 When, on the basis of information that has come to its attention, the Executive Committee considers applying Article 16.2, it shall decide on the matter within 14 days after the arbitrator concerned, the Parties and any other members of the Arbitral Tribunal have had an opportunity

to comment in writing within 14 days. Such comments shall be communicated to the Parties and to the arbitrators

16.4 When an arbitrator is to be replaced, except in case of a challenge, the Executive Committee has discretion to decide whether or not to follow the nominating process.

16.5 Subsequent to the closing of the proceedings, the Executive committee shall replace the arbitrator who has died or been removed without following the nomination process in these rules.

#### **Article (17): Repetition of hearings in the event of the replacement of an arbitrator**

If the sole or the president of the Arbitral Tribunal is replaced in accordance with Articles 15 and 16, any hearings held previously shall be repeated unless otherwise agreed by the Parties. If any other arbitrator is replaced, any hearings held previously may be repeated at the discretion of the Arbitral Tribunal after consulting with the Parties.

#### **Article (18): Secretary of the Arbitral Tribunal**

18.1 A 'Secretary' shall mean an individual who will act as an administrative secretary of the Arbitral Tribunal.

18.2 A Secretary shall act at all times under the instructions and supervision of the Arbitral Tribunal, which shall be responsible for the conduct of the Secretary in relation to the arbitration.

18.3 A Secretary shall be appointed only with the written approval of the Executive Committee and of all the Parties, and only after having signed a statement of impartiality and independence, disclosing to the Parties, the members of the Arbitral Tribunal and the Center any circumstances that may give rise to justifiable doubts as to his impartiality or independence.

18.4 If, at any time after the Secretary's appointment, circumstances emerge that may give rise to justifiable doubts as to the Secretary's impartiality or independence, the Secretary shall disclose such circumstances to the Parties, the members of the Arbitral Tribunal and the Registrar, without delay.

18.5 A Secretary may be challenged if circumstances exist that give rise to justifiable doubts as to his impartiality or independence, in which case the provisions of Article 15 shall apply.

18.6 If at any time prior or during the arbitration, the Arbitral Tribunal wishes to appoint an external Secretary, it shall submit a request to the Registrar, with a copy to all the Parties, including the following:

- a. The name, address, telephone number and electronic mail addresses, if known, of the nominee for appointment;
- b. A brief written statement of the nominee's qualifications and position;
- c. The proposed lump sum or hourly fee rate of the nominee; and
- d. A brief statement of the tasks to be performed by the Secretary, which shall neither conflict

with those performed by the Center as the administrator of the arbitration under the Rules, nor constitute any delegation of the decision-making authority of the Arbitral Tribunal.

#### **Article (19): Emergency Arbitrator**

19.1 A Party that wishes to seek emergency interim relief may, prior to the constitution of the Arbitral Tribunal, file an application for emergency interim relief with the Registrar. The Party shall, at the same time as it files the application for emergency interim relief, send a copy of the application to all other Parties. The application for emergency interim relief shall include:

- a. The nature of the relief sought;
- b. The reasons why the Party is entitled to such relief; and
- c. A statement certifying that all other Parties have been provided with a copy of the application or, if not, an explanation of the steps taken in good faith to provide a copy or notification to all other Parties.

19.2 Any application for emergency interim relief shall be accompanied by payment of the non-refundable administrative fee and the requisite deposits under these Rules towards the Emergency Arbitrator's fees and expenses for proceedings pursuant to Table (3). In appropriate cases, the Executive Committee may increase the amount of the deposits requested from the Party making the application. If the additional deposits are not paid within 10 days from the date of filing the application, the application shall be considered as withdrawn.

19.3 The Executive Committee shall, if it accepts the application for emergency interim relief, appoint an Emergency Arbitrator within 2 days of receipt by the Registrar of such application and payment of the administrative fee and deposits.

19.4 Failing an agreement on the arbitration seat, the seat of the proceedings for emergency interim relief shall be Muscat, without prejudice to the Arbitral Tribunal's determination of the seat of the arbitration under Article 22.

19.5 Prior to accepting appointment, a prospective Emergency Arbitrator shall disclose to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made in writing within 2 days of the communication by the Registrar to the Parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.

19.6 The challenge shall be decided by the Executive Committee after affording an opportunity for the Emergency Arbitrator and the other Party to provide comments in writing within 2 days.

19.7 If the Emergency Arbitrator resigns, is incapable of performing his duties, or is removed for any reason and the office becomes vacant, the Executive Committee shall appoint a substitute Emergency Arbitrator within 2 days.

19.8 An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless otherwise agreed by the Parties.

19.9 The Emergency Arbitrator shall within 2 days of his appointment, establish a schedule for consideration of the application for emergency interim relief. Such schedule shall provide a reasonable opportunity for the Parties to be heard, but may provide for proceedings by telephone or video-conference or on written submissions as alternatives to a hearing in person. The Emergency Arbitrator shall have the powers vested in the Arbitral Tribunal pursuant to these Rules, including the authority to rule on his own jurisdiction, without prejudice to the Arbitral Tribunal's determination.

19.10 The Emergency Arbitrator shall have the power to order any interim relief or Award that he deems necessary. The Emergency Arbitrator shall give summary reasons for his decision in writing. The Emergency Arbitrator may modify or vacate the preliminary order, the interim order or Award for good cause.

19.11 The Emergency Arbitrator shall make his interim order or Award within 14 days from the date of his appointment unless, in exceptional circumstances, the Executive Committee extends the time limit for a period not exceeding 14 days.

19.12 The Emergency Arbitrator shall have no power to act after the Arbitral Tribunal is constituted. The Arbitral Tribunal may reconsider, modify or vacate any interim order or Award issued by the Emergency Arbitrator, including a ruling on his own jurisdiction. The Arbitral Tribunal is not bound by the reasons given by the Emergency Arbitrator. Any interim order or Award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Arbitral Tribunal is not constituted within 90 days of such order or Award or when the Arbitral Tribunal makes an Award or if the claim is withdrawn.

19.13 Any interim order or Award by the Emergency Arbitrator may be conditioned on provision by the Party seeking such relief of appropriate security.

19.14 The Parties agree that an order or Award by an Emergency Arbitrator shall be binding on the Parties from the date it is made, and undertake to carry out the interim order or Award immediately and without delay. The Parties also irrevocably waive their rights to any form of appeal, review or recourse to any court or other judicial authority with respect to such Award insofar as such waiver may be validly made.

19.15 The costs associated with any application pursuant to Annexure 1 may initially be apportioned by the Emergency Arbitrator, subject to the power of the Arbitral Tribunal to determine finally the apportionment of such costs.

19.16 The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his decision as to such matters is final and not subject to appeal, review or recourse. The Executive Committee may abbreviate any time limits under these Rules in applications made pursuant to proceedings commenced under Article 25 and Annexure 1.

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## **Section IV The Arbitral Proceedings**

## **Section IV**

### **The Arbitral Proceedings**

#### **Article (20): General Provisions**

20.1 By agreeing to arbitration under these Rules, the Parties shall be treated as having agreed not to apply to any state court or other legal authority for any order available from the Arbitral Tribunal (if formed) under Article 27, except with the agreement in writing of all Parties.

20.2 The arbitrators shall constitute the Arbitral Tribunal as promptly as possible within 28 days from the transmission of the arbitration file by the Registrar. The Executive Committee may extend this time limit for justified reasons.

20.3 The constitution of the Arbitral Tribunal shall take place by an act dated and signed by the arbitrators.

20.4 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 a reasonable opportunity of presenting its case. The Arbitral Tribunal, in exercising its discretion, shall conduct the proceedings to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the Parties' dispute.

20.5 After its constitution and after inviting the Parties to express their views, the Arbitral Tribunal shall establish the procedural timetable of the arbitration taking into account Article 28.2 of these Rules. The Arbitral Tribunal may, at any time, after inviting the Parties to express their views, extend or abbreviate any period of time prescribed under these Rules or agreed by the Parties.

20.6 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 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.

20.7 No Party or its representatives shall have any ex-parte communication relating to the arbitration with any arbitrator, or with any candidate to be designated as arbitrator by a Party.

#### **Article (21): Transmission of the File to the Arbitral Tribunal**

The Registrar shall transmit the Request for Arbitration and the Response to the Arbitral Tribunal, together with all annexed documents, when the administrative fee is made in addition to the costs mentioned in Article 42.

#### **Article (22): Seat of Arbitration**



22.1 If the Parties have not previously agreed on the seat of arbitration, the seat of arbitration shall be Muscat.

22.2 The Arbitral Tribunal after consultation with the Parties, may conduct hearings and/or meetings at any place, in person or through electronic means of communication, including telephone and video conferencing. If such place is different from the seat of arbitration, the hearings or meetings shall be deemed to have been conducted at the seat of arbitration. The Arbitral Tribunal may deliberate wherever it considers appropriate, unless otherwise agreed by the Parties.

#### **Article (23): Applicable Rules of Law**

23.1 The Parties shall be free to agree upon the rules of 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 that it determines to be appropriate in the form of a reasoned decision to be notified to the Parties.

23.2 The Arbitral Tribunal shall take account of the provisions of the contract between the Parties and of any relevant trade usages.

23.3 The Arbitral Tribunal shall assume the powers of an amiable compositeur or decide ex aequo et bono only if the Parties have agreed to give it such powers.

#### **Article (24): Language of the Arbitration**

24.1 The language of arbitration shall be agreed upon by the Parties in their arbitration agreement or subsequently in accordance with Article 24.3.

24.2 In the event that the arbitration agreement is written in more than one language, unless the arbitration agreement provides for a prevailing language or that the arbitration proceedings shall be conducted in more than one language, the Executive Committee may decide which of those languages shall be the initial language of arbitration.

24.3 If the Parties have failed to agree on the language of arbitration, upon its formation, the Arbitral Tribunal shall finally determine the language or languages of arbitration having regard to any observations from the Parties and all relevant circumstances of the case.

24.4 The Arbitral Tribunal may order that any documents submitted in a language other than the language of arbitration be accompanied by a translation in whole or in part into the language of arbitration. The translations may be certified or uncertified, to the satisfaction of the Arbitral Tribunal.

24.5 A non-participating or defaulting party shall have no cause for complaint if communications to and from the Registrar are conducted in the language of arbitration.

#### **Article (25): Interim Measures**

25.1 At the request of a Party, the Arbitral Tribunal may issue interim measures of protection, also of anticipatory nature, that are not barred by mandatory provisions applicable to the proceedings.

25.2 Unless otherwise agreed by the Parties, the Arbitral Tribunal, at request of a Party, has the power to adopt any determination of provisional nature with binding effect upon the Parties.

25.3 The Arbitral Tribunal may order the Party requesting an interim measure to provide appropriate security for costs as a condition to issue the measure.

25.4 Any request for interim measures made by a Party to a judicial authority does not imply any waiver of the effects of the arbitration agreement or of the Request for Arbitration, if any.

#### **Article (26): Conduct of the Arbitration**

26.1 The Arbitral Tribunal, after consulting with the Parties, may adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the Parties.

26.2 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.

26.3 Under these Rules, the Arbitral Tribunal's general duties at all times during the arbitration shall include:

- (i) A duty to act fairly and impartially as between all Parties, giving each an equal opportunity of presenting its case and dealing with that of its opponent;
- (ii) A duty to adopt procedures suitable to the circumstances of the arbitration, avoiding unnecessary delay and expense, so as to provide a fair, efficient and expeditious means for the final resolution of the Parties' dispute.

26.4 The Parties undertake to comply with any order made by the Arbitral Tribunal.

#### **Article (27): Pleas as to the Jurisdiction of the Arbitral Tribunal**

27.1 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 that 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 automatically the invalidity of the arbitration clause.

27.2 A plea that the Arbitral Tribunal does not have jurisdiction shall be raised no later than in the Response or, with respect to a counterclaim or a claim for the purpose of a set-off, in the reply 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.

27.3 The Arbitral Tribunal may rule on a plea referred to under this Article either as a preliminary question or in an Award on the merits. The Arbitral Tribunal may continue the arbitral proceedings and make an Award, notwithstanding any pending challenge to its jurisdiction before a court.

#### **Article (28): Preliminary Meeting & Terms of Reference**

28.1 Within 14 days after receiving the file from the Registrar, as provided in Article 21, the Arbitral Tribunal shall contact the Parties with a view to setting the date for a preliminary meeting. The preliminary meeting can be held in person or by electronic means of communication, as determined by the Arbitral Tribunal. The Arbitral Tribunal shall, after consultation with the Parties, fix a document defining its Terms of Reference ("TOR") to be signed by itself and the Parties. This document may include the following particulars:

- a. The names, addresses, telephone numbers, facsimile numbers and electronic mail addresses of each of the Parties and their representatives in the arbitration;
- b. The addresses to which notifications and communications arising in the course of the arbitration may be made;
- c. 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;
- 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 seat of the arbitration; and
- 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 amiable compositeur or to decide ex aequo et bono.
- h. Any additional powers to the Arbitral Tribunal in accordance with Article 35.

28.2 During or following the preliminary meeting, the Arbitral Tribunal shall establish the procedural timetable that it intends to follow for the conduct of the arbitration.

28.3 If any of the Parties refuses to take part in the drawing up of the TOR or to sign the same, the matter shall be approved by the Arbitral Tribunal. When the TOR have been signed in accordance with Article 28.1 or approved by the Arbitral Tribunal, the arbitration shall proceed.

#### **Article (29): Submissions by the Parties**

29.1 The Claimant shall, within the agreed period, send to the Respondent and to the Arbitral Tribunal a statement of claim setting out in full detail:

- a. A statement of facts supporting the claim along with supporting documents;

- b. The legal grounds or arguments supporting the claim; and
- c. The relief sought together with the amount of all quantifiable claims.

29.2 The Respondent shall, within the agreed period, send to the Claimant and to the Arbitral Tribunal a statement of defence setting out in full detail:

- a. A statement of facts supporting its defence to the statement of claim, along with supporting documents, including any counterclaim, if any;
- b. The legal grounds or arguments supporting such defence; and
- c. The relief sought.

29.3 If a counterclaim is made, the Claimant shall, within the agreed period, send to the Respondent and the Arbitral Tribunal a statement of reply to counterclaim setting out in full detail:

- a. A statement of facts supporting its reply to the counterclaim along with supporting documents;
- b. The legal grounds or arguments supporting such reply; and
- c. The relief sought.

29.4 The Arbitral Tribunal shall decide whether further submissions or written statements are required from the Parties or may be presented by them. The Arbitral Tribunal shall fix the periods of time for communicating such submissions.

29.5 If the Claimant has failed to communicate its statement of claim in accordance with Article 29.1, the Arbitral Tribunal may issue an order for the termination of the arbitral proceedings, unless there are remaining matters that need to be decided and the Arbitral Tribunal considers it appropriate to do so.

29.6 If the Respondent has failed to communicate its statement of defence in accordance with Article 29.2, 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 shall order that the proceedings continue, without treating such failure in itself as an admission of the Claimant's claims. The provisions of this Article also apply to a Claimant's failure to submit a reply to a counterclaim or to a claim for the purpose of a set-off.

29.7 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, provided the Arbitral Tribunal considers it appropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other Parties or any other relevant 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.

### **Article (30): Hearing**

30.1 If either Party so requests, the Arbitral Tribunal shall hold one or several hearings for the presentation of evidence by witnesses or for oral argument or for both. In the absence of a request, the Arbitral Tribunal shall have the discretionary power to decide whether to hold

hearings in person or by electronic means of communication and determine the date and duration. If no hearings are held, the proceedings shall be conducted on the basis of documents and other materials alone.

30.2 Where a hearing is to be held, the Arbitral Tribunal shall consult with the Parties and give them an advance notice of not less than 7 days of the date, time and place or means thereof.

30.3 Unless the Arbitral Tribunal directs or the Parties agree otherwise, all meetings and hearings shall be held in private. Persons not involved in the proceedings shall not be admitted to the hearings without the approval of the Arbitral Tribunal and the Parties.

30.4 The Arbitral Tribunal shall determine in what form a record shall be made of any hearing. The Arbitral Tribunal shall also determine how the cost of such record and other related costs will be allocated between the Parties, unless otherwise agreed by them.

30.5 If any of the Parties, although duly notified, fails to appear without valid excuse, the Arbitral Tribunal shall have the power to proceed with the hearing and the arbitration.

#### **Article (31): Witnesses**

31.1 Before any hearing, the Arbitral Tribunal may order either Party to give written notice of the identity of each witness that a Party wishes to call (including rebuttal witnesses), as well as the subject-matter of that witness's testimony, its content and its relevance to the issues in the arbitration.

31.2 Unless the Parties agree otherwise, the Arbitral Tribunal may order that the statement of a witness be presented by a Party in written form, either as a signed statement or like document.

31.3 The Arbitral Tribunal may decide the time, manner and form in which these written materials shall be exchanged between the Parties and presented to the Arbitral Tribunal; and it may allow, refuse or limit the written and oral testimony of witnesses (whether witnesses of fact or expert witnesses).

31.4 The Arbitral Tribunal and any Party may request that a witness, on whose written testimony another Party relies, should attend for examination at a hearing before the Arbitral Tribunal. If the Arbitral Tribunal orders the other Party to secure the attendance of that witness and the witness refuses or fails to attend the hearing without good cause, the Arbitral Tribunal may place such weight on the written testimony or exclude all or any part thereof altogether as it considers appropriate in the circumstances.

31.5 Subject to the mandatory provisions of any applicable law, rules of law and any order of the Arbitral Tribunal otherwise, it shall not be improper for any Party or its representatives to interview any potential witness for the purpose of presenting his testimony in written form to the Arbitral Tribunal or producing such person to testify orally as a witness at any hearing.

31.6 Subject to any order by the Arbitral Tribunal otherwise, any individual who intends to testify to the Arbitral Tribunal may be treated as a witness in accordance with the applicable law.

31.7 The Arbitral Tribunal shall not administer any appropriate oath to any witness at any hearing, prior to the oral testimony of that witness, unless otherwise provided in the applicable law.

31.8 Any witness who gives oral testimony at a hearing before the Arbitral Tribunal may be questioned by each of the Parties under the control of the Arbitral Tribunal. The Arbitral Tribunal may put questions at any stage of such testimony.

#### **Article (32): Experts appointed by the Arbitral Tribunal**

32.1 The Arbitral Tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the Arbitral Tribunal. A copy of the expert's terms of reference, established by the Arbitral Tribunal, shall be communicated to the Parties.

32.2 The expert shall, in principle before accepting appointment, submit to the Arbitral Tribunal and to the Parties a description of his qualifications and a statement of his 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.

32.3 The Parties shall give the expert any relevant information and documents for his inspection as he may reasonably require. Any dispute between a Party and such expert as to the relevance or materiality of the required information or documents shall be referred to the Arbitral Tribunal for decision.

32.4 Upon receipt of the expert's report, the Arbitral Tribunal shall communicate a copy of the report to the Parties whom 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 on in his report.

32.5 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 31 shall be applicable to such proceedings.

32.6 The fees and expenses of any experts appointed by the Arbitral Tribunal under this Article shall be borne by the Parties.

#### **Article (33): Default**

33.1 If a Party, duly invited by the Arbitral Tribunal to produce 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 proceed to issue the Award on the evidence before it.

33.2 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.

#### **Article (34): Waiver of right to object**

A failure by any Party to object within 14 days of their knowledge of 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 and may not raise that objection subsequently, unless such Party can show that, under the circumstances, its failure to object was justified.

#### **Article (35): Additional powers of the Arbitral Tribunal**

Unless otherwise agreed by the Parties, in addition to the other powers specified in these Rules, and except as prohibited by the law applicable to the arbitration, the Arbitral Tribunal may have the power to:

- a. Conduct such enquiries as may appear to the Arbitral Tribunal to be necessary or expedient;
- b. Issue an order or Award for the reimbursement of unpaid deposits towards the costs of the arbitration;
- c. Direct any Party or person to give evidence by affidavit or in any other form;
- d. Direct any Party to take or refrain from taking actions to ensure that any Award which may be made in the arbitration is not rendered ineffectual by the dissipation of assets by a Party or otherwise;
- e. Order any Party to provide security for legal or other costs in any manner the Arbitral Tribunal thinks fit;
- f. Order any Party to provide security for all or part of any amount in dispute in the arbitration;
- g. Proceed with the arbitration notwithstanding the failure or refusal of any Party to comply with these Rules or with the Arbitral Tribunal's orders or directions or to attend any meeting or hearing;
- h. To order the discontinuance of the arbitration if it appears to the Arbitral Tribunal that the arbitration has been abandoned by the Parties or all claims and any counterclaims withdrawn by the Parties, provided that, after fixing a reasonable period of time within which the Parties shall be invited to agree or to object to such discontinuance, no Party has stated its written objection to the Arbitral Tribunal to such discontinuance upon the expiry of such period of time; and
- i. All other powers agreed upon them between the Arbitral Tribunal and the Parties.

#### **Article (36): Closure of Proceedings**

36.1 The Arbitral Tribunal shall declare the proceedings closed when it is satisfied that the Parties have had adequate opportunity to present submissions and evidence.

36.2 The Arbitral Tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a Party, to re-open the proceedings it declared to be closed at any time before the Award is made.

36.3 Following closure of the proceedings, the Arbitral Tribunal shall proceed to make its Award.

#### **Article (37): Termination of Arbitral Proceedings**

37.1 If, before the Award is made, the Parties agree on a settlement of the dispute, the Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings, taking into account Article 40.7.

37.2 If, before the Award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible, the Arbitral Tribunal shall inform the Parties 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.

37.3 Copies of the order for termination of the arbitral proceedings, signed by the arbitrators, shall be communicated by the Registrar to the Parties.

#### **Article (38): Expedited Procedure**

38.1 Prior to the constitution of the Arbitral Tribunal, a Party may file an application with the Registrar for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under these Rules, provided that any of the following criteria is satisfied:

- a. The amount in dispute does not exceed the equivalent amount of OMR 500,000 representing the aggregate of the claim, counterclaim and any defence of set-off;
- b. The Parties so agree; or
- c. In urgent cases as determined by the Executive Committee.

38.2 The Party applying for the arbitral proceedings to be conducted in accordance with the Expedited Procedure shall, simultaneously, send a copy of the application to the other Party and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

38.3 Where a Party has filed an application with the Registrar, and where the Executive Committee determines, after considering the views of the Parties, and having regard to the circumstances of the case, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:

- a. The Executive Committee may abbreviate any time limits under these Rules;
- b. The case shall be referred to a sole arbitrator which shall be appointed by the Executive Committee. The Parties are considered to have waived their right to nominate an arbitrator and any agreement between the Parties regarding the constitution of the Arbitral Tribunal stands revoked;
- c. The Arbitral Tribunal may, in consultation with the Parties, decide if the dispute is to be



decided on the basis of documentary evidence only, or if a hearing is required for the examination of any witness and expert evidence as well as for any oral arguments;

d. The final Award shall be made within 3 months from the date when the Arbitral Tribunal is constituted unless, in exceptional circumstances, the Executive Committee extends the time for making such Award upon the request of Arbitral Tribunal; and

e. The Arbitral Tribunal shall state the reasons upon which the Award is based in summary form, unless the Parties have agreed that no reasons are to be given and the applicable procedural law does not require the inclusion of such reasons.

38.4 By agreeing to arbitration under these Rules, the Parties agree that, where arbitral proceedings are conducted in accordance with the Expedited Procedure, the rules and procedures set forth shall apply even in cases where the arbitration agreement contains contrary provisions.

38.5 Upon application by a Party, and after giving the Parties the opportunity to be heard, the Arbitral Tribunal may, having regard to any further information as may subsequently become available, and in consultation with the Executive Committee, order that the arbitral proceedings shall no longer be conducted in accordance with the Expedited Procedure. Where the Arbitral Tribunal decides to grant an application, the arbitration shall continue to be conducted by the same Arbitral Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

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## **Section V The Arbitral Award**

### **Section V The Arbitral Award**

#### **Article (39): Time Limit for the Award**

39.1 The Arbitral Tribunal shall, as promptly as possible, after consulting with the Parties and upon being satisfied that the Parties have no further relevant and material evidence to produce or submission to make with respect to the matters to be decided in the Award, declare the proceedings closed. The Arbitral Tribunal's declaration that the proceedings are closed shall be communicated to the Parties and to the Registrar.

39.2 The time limit within which the Arbitral Tribunal must render its Award is 6 months from the date of the last signature by the Arbitral Tribunal or by the Parties of the TOR in accordance with Article 28 under these Rules.

39.3 The Parties and the Arbitral Tribunal, after consultation, may extend the time limit for rendering the Award by agreement in writing. In addition, the Executive Committee may extend the time limit as it deems necessary pursuant to a reasoned request from the Arbitral Tribunal.

39.4 In the event the Executive Committee extends the time limit for rendering the Award as per Article 39.3 under these Rules, the Registrar shall communicate the decision of the extension to the Parties in accordance with Article 3.1 under these Rules.

39.5 The time limit for the Award shall cease to run whenever the arbitration is discontinued or suspended by the Arbitral Tribunal and shall recommence from the date determined by the Arbitral Tribunal. For the determination of the latter, the Arbitral Tribunal shall take into consideration any reasons notified for the discontinuance or suspension, and when they have ceased to exist. If the remaining period is less than a month, it shall be extended to one full month.

#### **Article (40): The Award**

40.1 The Award shall be in writing and binding on both Parties. The Award shall state the reasons upon which it is based unless the Parties have agreed in writing that no reasons are to be given and the applicable procedural law does not require the inclusion of such reasons.

40.2 The Arbitral Tribunal shall sign on the Award, and the President shall be responsible to sign on all the pages of the Award.

40.3 The Award shall state:

- a. Names and addresses of the Parties;
- b. Names, addresses, nationality and specialization of the arbitrators;
- c. The arbitration agreement invoked;
- d. Brief statement describing the nature of the dispute, the relief claimed, statements made by both Parties, and any relevant documents submitted; and
- e. The Award rendered, its date and place of issue.

40.4 The Arbitral Tribunal may make separate Awards on different issues when necessary, including interim payments on account of any claim or counterclaim (including legal and arbitration costs). Such Awards shall have the same status as any other Award made by the Arbitral Tribunal.

40.5 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. If any arbitrator fails to cooperate in signing the Award, having been given a reasonable opportunity to do so, the remaining arbitrators shall issue the Award and state the reasons for the absence of the signature in such an Award.

40.6 The Award shall be deemed to be made at the seat of the arbitration and on the date stated therein, and shall be transmitted by the Arbitral Tribunal to the Registrar. The Registrar shall communicate the original Award to the Parties as per Article 3.1 of these Rules.

40.7 If the Parties reach a settlement after the file has been transmitted to the Arbitral Tribunal in accordance with Article 21 under these Rules, the settlement shall be recorded in the form of an Award made by consent of the Parties, if so requested by the Parties and if the Arbitral Tribunal agrees to do so.

40.8 Every Award shall be binding on the Parties. By submitting the dispute to arbitration under these Rules, the Parties undertake to carry out any Award immediately without delay, and may not challenge it except by an action for nullity.

#### **Article (41): Interpretation, Correction and Additional Award**

41.1 Within 28 days of receipt of the Award, a Party may, by written notice to the Arbitral Tribunal with a copy to the Registrar and the other Party, request the Arbitral Tribunal to give an interpretation of the Award. If the Arbitral Tribunal considers the request to be justified, after inviting the other Party's comments, it shall provide its interpretation in writing within 28 days of receipt of the request. Any interpretation, which shall take the form of an additional award, is deemed to be part of the Award.

41.2 Within 28 days of receipt of the Award, a Party may, by written notice to the Arbitral Tribunal with a copy to the Registrar and the other Party, request the Arbitral Tribunal to correct any clerical, typographical or computational error or any other error of similar nature in the Award. If the Arbitral Tribunal considers the request to be justified, after inviting the other Party's comments, it shall make the correction within 28 days of receipt of the request. Any correction, which shall take the form of a supplemental award, is deemed to be part of the Award.

41.3 The Arbitral Tribunal may correct any error of the type referred to in Article 41.2 on its own initiative within 28 days after the date of the Award.

41.4 Within 28 days of receipt of the Award, a Party may, by written notice to the Arbitral Tribunal with a copy to the Registrar and the other Party, request the Arbitral Tribunal to make an additional award in respect of claims or counterclaims presented in the arbitration but not dealt with in the Award. Before deciding on the request, the Arbitral Tribunal shall give the Parties an opportunity to be heard. If the Arbitral Tribunal considers the request to be justified, it shall make the additional award within 56 days of receipt of the request. The additional award is deemed to be part of the Award.

41.5 The provisions of Article 40 shall apply in the same manner with the necessary or appropriate changes in relation to a correction of an Award, interpretation of an Award and to any additional award made.

41.6 The Executive Committee may, if necessary, extend the period of time within which the Arbitral Tribunal shall make a correction of an Award, interpretation of an Award or an additional award under this Article.

41.7 In case additional expenses are incurred by the Arbitral Tribunal for the rendering of a supplemental or additional award, their allocation between the Parties shall be decided by the Arbitral Tribunal in the respective award, which will be deemed to be part of the Award.

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#### **Section VI Costs and Fees of Arbitration**

## **Section VI**

### **Costs and Fees of Arbitration**

#### **Article (42): Costs**

42.1 The Arbitral Tribunal shall fix the Costs of arbitration in the Award and, if it deems appropriate, in another decision.

42.2 The term “Costs” includes only:

- a. Registration fee to be determined in accordance with Article 43 under these Rules;
- b. The Administrative Fees to be determined in accordance with Article 44 under these Rules;
- c. The fees of the Arbitral Tribunal to be determined in accordance with Article 47 under these Rules;
- d. Reasonable travel and other expenses incurred by the arbitrators;
- e. Reasonable costs of expert advice and of any other assistance required by the Arbitral Tribunal;
- f. 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.

42.3 In relation to interpretation, correction or additional award under Article 41, the Arbitral Tribunal may charge its costs referred to in Article 42.2, but no additional fees.

42.4 In case the Parties to ad hoc arbitrations agree that the Centre provides its administrative assistance to such arbitrations, the provisions stipulated in this Section shall apply, except where the Parties agree on a different determination of the fees of the Arbitral Tribunal or on applying other rules in this respect.

42.5 In case an order is issued by the Arbitral Tribunal, before the Award is made, to terminate the proceedings pursuant to Article 37 of the Rules, the Executive Committee shall finally determine the costs of the arbitration having regard to when the Arbitral Tribunal has terminated the proceedings, the work performed by the Arbitral Tribunal and other relevant circumstances.

42.6 The Costs shall be paid by the Parties to the Centre with a bank credit card or through wire transfer with no charges on the Centre.

42.7 The file of arbitration shall not be transmitted to the Arbitral Tribunal unless all the fees and expenses are paid in full.

42.8 The Arbitral Tribunal's fees and expenses shall be fixed exclusively by the Executive Committee as required by the Rules in accordance with Annexure 1. Separate fee arrangements between the Parties and the Arbitral Tribunal are contrary to the Rules.

42.9 The Centre may request payment of additional expenses, after a final award has been rendered. Such additional expenses will be dealt with and apportioned by the Arbitral Tribunal in accordance with Article 46.

#### **Article (43): Registration fee**

43.1 Upon filing the Request for Arbitration, the Claimant shall pay a non-refundable registration fee of OMR 500/- (Five Hundred Omani Rials). The same amount shall be paid by the Respondent upon filing a counterclaim.

43.2 If the registration fee is not paid upon filing the Request for Arbitration or the counterclaim, the Centre shall not register the case or the counterclaim.

#### **Article (44): Administrative Fee**

44.1 In accordance with Article 5 under these Rules, as soon as practicable after the submission of the Response to the Request for Arbitration or, if no Response is submitted, after the time for submission of a Response has elapsed, the Registrar shall direct the Parties to pay the Administrative Fee calculated by reference to the value of the Claimant's claim and (if any) the Respondent's counterclaim, or, if applicable, at the prescribed rate for a non-monetary claim or counterclaim.

44.2 Where the value of a monetary claim is not known at the time of the Request for Arbitration or Response, the Claimant shall be required to estimate the monetary value, failing which the Administrative Fee applicable to a non-monetary claim shall be paid.

44.3 The Administrative Fees shall be increased correspondingly if the amount of a monetary claim or counterclaim is increased at any time during the arbitration, in which case the amount of any such increase will be included in an advance on costs directed by the Executive Committee in accordance with Article 45.1 of these Rules.

44.4 The Registrar shall direct the Parties to pay the Administrative Fee in such proportions as it deems appropriate, taking into account all the circumstances of the dispute.

44.5 The Administrative Fee shall be paid by the Party directed to pay it within 14 days. If the Administrative Fee is not paid within the time mentioned and in full, the Executive Committee may suspend or terminate the proceedings.

44.6 In addition to the Administrative Fee, any expenses incurred by the Center in its administration of the arbitration, including, but not limited to, telephone, postage and courier charges, shall be reimbursed to the Center from advances paid by the Parties.

44.7 In the event that the arbitration is terminated for any reason prior to the scheduling of the first hearing, the Registrar may reimburse a proportion of the Administrative Fee to the Party that has paid it, taking into account the administrative time and overheads of the Center accruing to the date of termination.

#### **Article (45): Deposit of Costs**

45.1 Following the receipt of a Request for Arbitration, the Centre may request that the Claimant pay a deposit to cover the Administrative Fee of the Centre.

45.2 During the course of the arbitration, the Registrar may request supplementary deposits from the Parties.

45.3 If the deposits requested are not paid in full within 14 days from the date of communicating the decision by the Registrar to the Parties, the Registrar 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 proceedings. If the Arbitral Tribunal has not yet been appointed, the Executive Committee may suspend or terminate the proceedings.

45.4 Failure of a Party asserting a claim or counterclaim to pay the required deposits shall be deemed a withdrawal of the claim or counterclaim.

45.5 After the Award has been made, the Registrar shall return any unexpended balance to the Parties.

#### **Article (46): Allocation of Costs**

46.1 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.

46.2 The Arbitral Tribunal shall in the 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.

46.3 The Arbitral Tribunal shall have the authority to order in its Award that all or a part of the legal costs of a Party be paid by another Party.

#### **Article (47): Fees of Arbitral Tribunal**

47.1 The fees of the Arbitral Tribunal shall be determined based on the sum in dispute in accordance with Table (2) annexed to these Rules.

47.2 The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs.

47.3 Where the sum in dispute cannot be ascertained, the Executive Committee shall determine the fees of the Arbitral Tribunal taking all relevant circumstances into account.

47.4 The total arbitrators' fees shall be distributed as follows: 40% for the President of the Arbitral Tribunal and 30% for each co-arbitrator, unless otherwise agreed upon by the members of the Arbitral Tribunal. And in such case, the Arbitral Tribunal shall inform the Registrar in writing promptly.

47.5 Fees shall be paid to the Arbitral Tribunal upon rendering its Award in accordance with Section V of these Rules. Upon a request by the Arbitral Tribunal, the Center may pay an advance payment not exceeding half of the deposited arbitrators' fee before rendering the Award, subject to an approval from the Executive Committee.

47.6 In case of any exceptional circumstances beyond the will of the arbitrator or in case of an arbitrator's death after accepting his mandate and before rendering the Award, the Executive Committee in consultation with the remaining arbitrators, shall determine his fees, having regard to the work he has performed and all other relevant circumstances.

47.7 The arbitrator who is removed according to Article 16 or successfully challenged according to Article 15 under these Rules shall not be entitled to any fees, unless otherwise decided by the Executive Committee.

47.8 The Arbitral Tribunal shall not accept any direct or indirect arrangement on fees and expenses with any of the Parties or their counsel.

47.9 The Arbitral Tribunal shall be entitled to reimbursement of expenses to cover any reasonable travel and other expenses referred to in Article 42.2 (d), which is deemed to be approved by the arbitrator when accepting his mandate.

47.10 The Arbitral Tribunal shall avoid unreasonable and unjustified expenses that can increase the costs of the proceedings in an unjustified manner.

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## **Section VII General Rules**

### **Section VII General Rules**

#### **Article (48): Confidentiality**

48.1 Unless otherwise agreed in writing by the Parties, or required by applicable law, a Party, the Centre, all arbitrators, including any Emergency Arbitrator, and any person appointed by the Arbitral Tribunal, including any Secretary, expert or witness, shall at all times treat all matters relating to the proceedings, the Award, including the discussions and deliberations of the Arbitral Tribunal, as confidential.

48.2 In Article 48.1, "matters relating to the proceedings" includes the existence of the proceedings, and the pleadings, evidence and other materials in the arbitral proceedings and all other documents produced by another party in the proceedings or the Award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

48.3 The Centre undertakes not to publish any decision or Award or any part thereof that reveals the identity of any of the Parties without the prior written consent of all Parties.

48.4 The Arbitral Tribunal has the power to take appropriate measures, including issuing an order or Award for sanctions or costs, if a Party breaches the provisions of this Article.

#### **Article (49): Retrieval and Destruction of Documents**

49.1 The Party that submits original documents may request in writing the retrieval of such documents within 9 months from the date of communicating a copy of the Award to it. The Center shall not be liable for any of such documents upon the lapse of the said period.

49.2 All copies of documents submitted by the Parties or the arbitrators to the Center and vice versa may be destroyed in a confidential manner upon the lapse of 12 months from the date of communicating a copy of the Award to the Parties, unless the Party or arbitrator requests in writing 14 days before the 12 month time limit lapses, that the Center returns copies of specific documents deposited by said Party or arbitrator.

49.3 The Party or arbitrator making a request for the retrieval of such documents shall bear any expenses incurred by the Center in connection with the return of any documents.

#### **Article (50): Exclusion of Liability**

50.1 Save for intentional wrongdoing, the Parties waive, to the fullest extent permitted under the applicable law, the members of the Arbitral Tribunal, including any Emergency Arbitrator or person appointed by the Arbitral Tribunal, the Executive Committee, the Registrar, and OAC, and its officers and employees, of any liability to any Party for any negligence, act or omission in connection with any arbitration administered by OAC under these Rules, except to the extent that such a limitation of liability is prohibited by the applicable law.

50.2 The Parties agree that no member of the Tribunal, including any Emergency Arbitrator or person appointed by the Arbitral Tribunal, the Executive Committee, the Registrar, and OAC, and its officers and employees shall be under any obligation to make any statement in connection with any arbitration administered by OAC in accordance with these Rules, and no Party shall seek to make any of these persons to act as a witness in any legal or other proceedings related to any arbitration administered by OAC in accordance with these Rules.

#### **Article (51): Good Faith**

For all matters not expressly provided in these Rules, the Center, the Registrar, the Arbitral Tribunal and each of the Parties shall act at all times in good faith, respecting the spirit of the Rules, and shall make every reasonable effort to ensure that any Award is legally recognised and enforceable at the arbitral seat.

#### **Article (52): Language of the Rules**

In the event of any discrepancy or inconsistency between the Arabic version of these Rules and any other languages in which these Rules are published, the Arabic version shall prevail.



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## **Annexure 1 - Fee Table**

### **Fee Table**

1- This Fee Table forms part of these Rules and shall be applied in all arbitrations administered by the Center in which the Parties have agreed in writing to arbitrate disputes under the Rules of OAC, or have provided for the arbitration of a dispute by the OAC without designating particular rules.

2- The Fee Table may be separately amended from time to time by the Center.

3- All fees are stated in Omani Rial (OMR), but may be invoiced in any freely convertible currency, and shall be paid in the currency of the invoice.

4- OAC's Administrative Fees mentioned under these Rules may be subject to Value Added Tax (VAT) or charges of a similar nature at the prevailing rate.

5- Any dispute regarding the administrative fees, the Emergency Arbitrator Fee, the fees and expenses of the Arbitral Tribunal, or the fees of any Secretary shall be determined by the Executive Committee.

### **Table of Fee (1): Registration & Administrative Fee**

Sum in Dispute	Registration Fees	Administrative Fee
Up to 25,000	500	500
25,001 – 50,000	500	1,000
50,001 – 100,000	500	2,000
100,001 – 250,000	500	3,000
250,001 – 500,000	500	4,000
500,001 – 1,000,000	500	5,000
1,000,001 – 2,000,000	500	7,500
2,000,001 – 5,000,000	500	10,000
5,000,001 – 10,000,000	500	15,000
Over 10,000,001	500	18,000

Non-Monetary Claims	500	5,000
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All amounts are in OMR

Note: Apart from the Administrative Fees and the Arbitral Tribunal's fees, the advance on costs shall include monies payable towards the arbitrator's expenses. Such expenses shall be 10-15% of the arbitrator's fees.

#### **Table of Fee (2): Arbitral Tribunal Fee and Percentage**

Sum in Dispute	Sole Arbitrator	Panel of three Members
Up to 25,000	1000	8% of the disputed amount (maximum amount shall not exceed 2000)
25,001 – 50,000	1500	6% ( maximum amount shall not exceed 3000)
50,001 – 100,000	1,500 + 3 % of the amount exceeding 50,001	3,000 + 5% of the amount exceeding 50,001
100,001 – 250,000	3,000 + 2.5 % of the amount exceeding 100,001	6,000 + 4.5 % of the amount exceeding 100,001
250,001 – 500,000	6,700 + 1.9% of the amount exceeding 250,001	11,000 + 2.5% of the amount exceeding 250,001
500,001 – 1,000,000	11,000 + 1.5% of the amount exceeding 500,001	16,000 + 2 % of the amount exceeding 500,001
1,000,001 – 2,000,000	18,000 + 0.5% of the amount exceeding 1,000,001	23,500 + 0.9% of the amount exceeding 1,000,001
2,000,001 – 5,000,000	21,000 + 0.4% of the amount exceeding 2,000,001	31,500 + 0.5% of the amount exceeding 2,000,001
5,000,001 – 10,000,000	26,000 + 0.1% of the amount exceeding 5,000,001	58,000 + 0.3% of the amount exceeding 5,000,001
Over 10,000,001	51,000	110,000
Non-Monetary Claims	6,500	15,000

All amount are in OMR

### **Table of Fees (3): Emergency Arbitrator**

Administrative Fees	Emergency Arbitrator Fees (Minimum Amount)	Emergency Arbitrator Fees (Maximum Amount)
3000	8000	20,000

All amounts are in  
OMR

Note: Apart from the Administrative Fees and the Emergency Arbitrator's fees, the advance on costs shall include monies payable towards the arbitrator's expenses. Such expenses shall be 10-15% of the arbitrator's fees.

### **Table of Fees (4): Expedited Procedure**

Administrative Fees	Sole Arbitrator Fees (Minimum Amount)	Sole Arbitrator Fees (Maximum Amount)
2,500	6,500	15,000

All amounts are in  
OMR

Note: Apart from the Administrative Fees and the Sole Arbitrator's fees, the advance on costs shall include monies payable towards the arbitrator's expenses. Such expenses shall be 10-15% of the arbitrator's fees.

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## **Annexure 2: Model Arbitration Clause**

### **Model Arbitration Clause**

#### **Future Disputes**

For contracting parties who wish to have future disputes referred to arbitration under the OAC Rules, the following clause is recommended. Words/spaces in square brackets should be deleted/completed as appropriate.

"Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by Oman Commercial Arbitration Centre (OAC) in accordance with the Arbitration Rules of Oman Commercial Arbitration Centre (OAC Rules), which Rules are deemed to be incorporated by reference into this clause.

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

The seat, or legal place, of arbitration shall be [..... ].

The language to be used in the arbitral proceedings shall be [ ..... ].

The governing law of the contract shall be the substantive law of [ ..... ].”

### **Existing disputes**

If a dispute has arisen, but there is no agreement between the parties to arbitrate, or if the parties wish to vary a dispute resolution clause to provide for OAC arbitration, the following clause is recommended. Words/spaces in square brackets should be deleted/completed as appropriate.

“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 Arbitration Rules of Oman Commercial Arbitration Centre (OAC Rules).

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

The seat, or legal place, of arbitration shall be [..... ].

The language to be used in the arbitral proceedings shall be [ ..... ].

The governing law of the contract [is/shall be] the substantive law of [ ..... ].”