

Prime Minister's Draft Resolution

No. (2597) of 2020

***Issuing the Statute for the Egyptian Center for Arbitration
and Settlement of Non-Banking Financial Disputes,
and the Rules and Procedures for Organising its Operations***

The Prime Minister

Having reviewed:

The Constitution;

The Civil Code;

The Civil and Commercial Procedures Law;

The Law of Evidence in Civil and Commercial Matters;

The State Council Law issued by Law No. 47 of 1972;

The Private Insurance Funds Law issued by Law No. 54 of 1975;

The Supervision and Control of Insurance Law in Egypt issued by Law No. 10 of 1981;

Law No. 127 of 1981 concerning Government Accounting;

The Central Auditing Organisation Law issued by Law No. 144 of 1988;

The Law Governing Companies Engaged in Receiving Funds from Investment Issued by Law No. 146 of 1988;

The Capital Market Law issued by Law No. 95 of 1992;

The Law on Arbitration in Civil and Commercial Matters issued by Law No. 27 of 1994;

The Commercial Code issued by Law No. 17 of 1999;

The Central Depository and Registration Law for Securities and Financial Instruments issued by Law No. 93 of 2000;

The Real Estate Finance Law issued by Law No. 148 of 2001;

The Law on Establishing Economic Courts issued by Law No. 120 of 2008;

Law No. 10 of 2009 Regulating the Supervision of Non-Banking Financial Markets and Instruments;

Law No. 141 of 2014 Regulating the Practice of Medium, Small, and Micro Enterprise Financing Activities;

The Law Regulating Financial Leasing and Factoring Activities issued by Law No. 176 of 2018;

The Law Regulating Consumer Finance Activities issued by Law No. 18 of 2020;

Presidential Decree No. 335 of 2019 Establishing a Center for Arbitration and Settlement of Disputes Arising from the Application of Laws Governing Non-Banking Financial Transactions; Based on the proposal of the Board of Trustees of the Egyptian Center of Arbitration and Settlement of Non-Banking Financial Disputes;

And based on what the State Council has deemed appropriate;

Decided:

(Article 01)

Without prejudice to the powers granted to the Financial Regulatory Authority and the grievance committees stipulated in the laws regulating non-banking financial activities, the Statute of the Egyptian Center for Arbitration and Settlement of Non-Banking Financial Disputes, along with its organisational rules, procedures, and applicable fees, as annexed to this decree, shall be enforced.

(Article 02)

This decree shall be published in the Official Gazette and shall come into force on the day following its publication date.

Prime Minister

**Statute of the Egyptian Center for Arbitration
and Settlement of Non-Banking Financial Disputes
and the Rules and Procedures for Organising its Operations**

(Chapter 01)

Definitions

(Article 01)

For the purposes of applying the provisions of this Statute, the following terms and expressions shall have the meanings assigned to each of them:

Authority: The Financial Regulatory Authority.

Center: The Egyptian Center for Arbitration and Settlement of Non-Banking Financial Disputes.

Board of Trustees: The Board of Trustees of the Center.

Executive Director: The Executive Director of the Center.

Arbitration: A consensual method for resolving disputes between two or more parties through a binding decision issued by an arbitral tribunal formed for this purpose.

Arbitration Agreement: A written agreement between the disputing parties to resolve their disputes through arbitration, whether concluded before or after the dispute arises.

Claimant: The party initiating the request to commence arbitration proceedings, whether one or more.

Respondent: The party against whom the arbitration proceedings are initiated, whether one or more.

Arbitral Tribunal: A tribunal composed of one or more arbitrators responsible for resolving the dispute referred to arbitration.

Mediation: An amicable method of dispute resolution where the disputing parties entrust a mediation body to facilitate negotiations between them to reach a settlement.

Mediation Body: A body composed of one or more mediators responsible for conducting mediation.

Parties: The claimant and respondent in arbitration, or the parties to mediation, as the case may be.

Advisory Committee: The committee responsible for adjudicating the requests and issues submitted to it in accordance with the provisions of this Statute.

Designated Electronic Address: The medium specified by the parties for notifications related to arbitration or mediation proceedings, whether via email, fax, or any other technological means.

(Chapter 02)

Provisions Related to the Center

(Article 02)

The Egyptian Center for Arbitration and Settlement of Non-Banking Financial Disputes shall be an independent legal entity, operating on a non-profit basis. Its headquarters shall be located in one of the governorates of Greater Cairo.

Jurisdiction of the Center

(Article 03)

The Center shall have jurisdiction over arbitration and dispute resolution arising from the application of laws governing non-banking financial transactions. This includes, in particular, disputes arising between partners, shareholders, or members within companies and entities operating in the non-banking financial markets, whether among themselves or between them and these companies and entities. It also covers disputes involving individuals or beneficiaries of non-banking financial activities with such companies and entities, provided these disputes arise in the course of their business activities.

Agreement to Refer Disputes to the Center

(Article 04)

Without prejudice to the right to resort to litigation before the courts, parties may agree in writing to resolve disputes arising from the application of laws governing non-banking financial transactions through arbitration, mediation, or other consensual alternative dispute resolution methods at the Center.

Such an agreement may be made either prior to or after the emergence of a dispute. If the agreement is made after the dispute has arisen, the issues subject to arbitration or mediation must be specifically identified; otherwise, the arbitration agreement shall be void, and mediation requests shall not be accepted.

Functions of the Center

(Article 05)

To achieve its objectives, the Center shall undertake the following tasks and responsibilities:

1. Resolve disputes arising from the application of laws governing non-banking financial transactions through arbitration, mediation, or other consensual settlement methods, in accordance with the rules outlined in this Statute or any other rules agreed upon by the parties.
2. Cooperate and coordinate with other specialised arbitration and mediation centers and institutions at the local, regional, and international levels.
3. Organise conferences, seminars, training courses, and workshops to prepare arbitrators, mediators, and professionals, while promoting awareness of the

importance of arbitration and consensual dispute resolution methods, focusing particularly on non-banking financial activities.

4. Publish newsletters, issue publications, and conduct academic and practical studies and research on arbitration and consensual dispute resolution methods, focusing particularly on non-banking financial activities.
5. Perform any other tasks or exercise any other powers necessary to achieve the Center's objectives.

Board of Trustees

(Article 06)

The Center shall have a Board of Trustees, formed as follows:

1. The Chairman of the Financial Regulatory Authority (FRA) as Chairman.
2. The Vice-Chairman of the Financial Regulatory Authority.
3. Four experts and specialists in arbitration and dispute resolution, appointed by a decision of the FRA's Board of Directors based on a nomination by the FRA Chairman. These appointments shall be for a renewable four-year term, with a maximum of one renewal.

The financial treatment of the Board of Trustees' members shall be determined by a decision of the minister responsible for implementing Law No. 10 of 2009 regulating the supervision of non-banking financial markets and instruments.

The Board shall have a technical secretariat consisting of a number of the Center's staff, the formation of which shall be decided by the Chairman of the Board.

Board of Trustees Duties

(Article 07)

The Board of Trustees shall be responsible for setting the general policies of the Center, approving its main plans, and monitoring and evaluating the performance of its functions. The Board shall take all necessary decisions to achieve the Center's objectives and ensure the orderly conduct of its work. **Specifically, the Board shall undertake the following:**

1. Proposing the rules and procedures governing the Center's work related to its technical, financial, administrative, and human resources affairs, as well as the fees it charges, to be issued by the competent minister.
2. Approving the rules and conditions required for arbitrators accredited by the Center.
3. Approving the rules for registering experts authorised to conduct mediation or dispute resolution.
4. Approving conflict-of-interest rules for arbitrators, experts, and those managing or working at the Center in the performance of its functions.
5. Contributing to the dissemination of knowledge and raising awareness about the importance of arbitration and mediation, especially in the field of non-banking financial activities, through the organization of conferences, seminars, training courses, and the publication of specialized materials.

6. Approving cooperation programs and the exchange of expertise with institutions, centers, and entities involved in arbitration and dispute resolution at the local, regional, and international level.
7. Approving the draft budget and the final accounts of the Center.
8. Evaluating the performance of the Center and monitoring its activities.
9. Proposing any amendments to this Statute to be presented to the Board of Directors of the Authority, in light of the practical application results.

Board of Trustees Meetings

(Article 08)

The Board of Trustees shall convene at least once every two months. The Chairman of the Board or two-thirds of its members may call for a meeting whenever necessary. The meeting shall only be valid if more than half of the members are present, including the Chairman or one of the Vice-Chairmen. In the absence of the Chairman, the senior Vice-Chairman shall preside over the meeting.

Decisions of the Board shall be adopted by a majority of the members present. In the event of a tie, the side supported by the Chairman shall prevail.

The Executive Director shall attend the Board meetings without having a voting right. The Board may invite individuals deemed necessary to assist in its meetings without granting them voting rights on decisions.

Secretariat of the Board of Trustees

(Article 09)

The Chairman of the Board of Trustees shall designate the person responsible for carrying out the functions of the Secretariat. The Secretariat shall be responsible for the following:

1. Preparing and sending invitations for the Board of Trustees' meetings, along with the necessary documents.
2. Recording the minutes of the Board of Trustees' meetings.
3. Communicating the Board of Trustees' decisions to the concerned parties.
4. Keeping the recordings of the topics discussed during the Board of Trustees' meetings, including the minutes and documents reviewed during these meetings.

Advisory Committee

(Article 10)

The Center shall have an Advisory Committee composed of seven members who are specialists or experts in arbitration or dispute resolution, or who possess experience in non-banking financial activities. Two of the members shall be advisors from the State Council, seconded in accordance with the provisions of the applicable State Council Law, following a

nomination by the Board of Trustees. The Advisory Committee shall review and decide on matters submitted to it in accordance with this Statute or any other matters assigned by the Board of Trustees.

A decision by the Board of Trustees shall determine the Committee's formation, additional competencies, term of membership, and operational procedures. The Committee shall have a Secretariat, designated by the Chairman, responsible for the tasks outlined in Article (9) of this Statute concerning the Committee's work.

Executive Director

(Article 11)

The Center shall have a full-time Executive Director, nominated by the Chairman of the Board of Trustees. The appointment and determination of the Executive Director's financial terms shall be made by a decision of the Board of Trustees, for a four-year term, renewable once.

Requirements of the Executive Director

(Article 12)

The Executive Director of the Center must meet the following requirements:

1. Be an Egyptian national.
2. Have a commendable record and good reputation.
3. Have no prior convictions for a felony or a misdemeanour involving moral turpitude or dishonesty, unless rehabilitated.
4. Enjoy full civil and political rights.
5. Be an expert or specialist in arbitration and dispute resolution, with preference given to those with experience in non-banking financial activities.
6. Have no interests that conflict with the duties of the position or that could compromise impartiality.

Executive Director Duties

(Article 13)

The Executive Director is responsible for managing and overseeing the financial and administrative affairs of the Center, supervising its operations, and representing it before courts and third parties. The Executive Director specifically undertakes the following tasks:

1. Proposing rules governing the Center's operations.
2. Proposing criteria and conditions required for arbitrators accredited by the Center.
3. Proposing regulations for registering experts qualified to perform mediation or dispute resolution tasks.
4. Supervising the organisation of conferences and seminars that support the Center's work.
5. Implementing the decisions of the Board of Trustees related to the Center's activities.

6. Preparing and presenting the draft annual report on the Center's activities to the Board of Trustees.
7. Reviewing or drafting proposed cooperation agreements and memoranda of understanding and submitting them to the Chairman of the Board of Trustees for approval.
8. Preparing the draft budget and final accounts of the Center and submitting them to the Board of Trustees.
9. Carrying out any other tasks assigned by the Board of Trustees within the scope of the Center's work.

In the event of an impediment to the Executive Director's performance, the Chairman of the Board of Trustees may assign any senior staff member of the Center to perform some of the Executive Director's responsibilities.

Administrative Body of the Center

(Article 14)

The Center shall be staffed with an adequate number of employees, either seconded from the Authority, externally hired, or contracted on a temporary basis. Staffing decisions shall be made by the Executive Director, with the approval of the Board of Trustees, and in accordance with the provisions of the Authority's Human Resources Regulation. This arrangement shall remain in effect until the issuance of the Center's own human resources rules and regulations by a decision of the competent minister.

(Article 15)

Under the supervision of the Executive Director, the Administrative Body shall carry out the following tasks:

1. Receiving arbitration, mediation, and other dispute resolution requests, as well as responses and all related documents, and notifying the concerning parties.
2. Maintaining a physical archive for files related to arbitration, mediation, and other dispute resolution requests submitted to the Center, including original awards and decisions.
3. Maintaining an electronic register containing lists of arbitrators and mediators, including their qualification, areas of expertise, and fields of experience, and providing this information to parties upon request.
4. Keeping minutes of arbitration and mediation sessions, notifying parties and concerned individuals of session dates and locations, and performing other necessary tasks to facilitate arbitration or mediation proceedings, in accordance with the directives of the arbitration or mediation panel.
5. Providing information on arbitration and mediation, including procedures for submitting related requests.
6. Developing templates for arbitration and mediation procedures.

7. Submitting reports to the Executive Director on completed tasks and future plans to achieve the Center’s objectives.
8. Preparing specialised journals, newsletters, and publications for review and approval by the Board of Trustees.
9. Organising and facilitating conferences, training courses, and seminars conducted by the Center.

The Administrative Body shall also perform any other tasks assigned by the Executive Director.

Avoidance of Conflict of Interest

(Article 16)

Members of the Board of Trustees and the Advisory Committee are prohibited from participating in deliberations, discussions, or voting on any matter or decision if they, their spouses, or their relatives up to the second degree have a direct or indirect interest in it. This includes situations where they act as agents, legal representatives, or advisors for any party related to the matter or decision in question. In all cases, they must disclose any such circumstances as they arise.

Commitment to Confidentiality

(Article 17)

Without prejudice to the applicable rules and laws governing the confidentiality of information and data, members of the Board of Trustees, the Advisory Committee, the Executive Director, and all Center employees are bound by confidentiality obligations both during and after their tenure. They must not disclose or reveal any information, data, or documents related to arbitration cases, mediation proceedings, or other activities they accessed through their work at the Center. Disclosure is only permissible with prior written consent from the parties involved, and only within the scope of that consent, unless specific disclosure is required by applicable laws.

Financial Resources of the Center

(Article 18)

The Center’s financial resources consist of:

1. Funds or assets allocated to the Center by the state or the Authority.
2. Fees for dispute resolution and arbitration services, as well as charges for other services provided to third parties.
3. Donations, grants, and gifts received by the Center, subject to the approval of the Board of Trustees, provided they align with the Center’s objectives.
4. Any other financial resources approved by the Board of Trustees, within the scope of the Center’s objectives.

Expenditures from these resources are made to support the Center’s operations.

The Center's Budget

(Article 19)

The Center shall have its own budget, prepared in accordance with the format of the State's general budget. The fiscal year of the Center shall coincide with the State's fiscal year, beginning and ending at the same time. The Center shall maintain a special account with the Central Bank, within the Unified Treasury Account. The Center shall be subject to the provisions of the Government Accounting Law, and its accounts shall be audited by the Central Auditing Organization.

Electronic Registry of the Center

(Article 20)

In accordance with Article 17 of this Statute, the Center shall establish an electronic registry to record all data related to arbitration or mediation proceedings conducted by the Center as specified herein, particularly including the names, addresses, and contact details of the parties, their legal representatives, and their contact information. It shall also include arbitration case numbers or mediation request numbers, a summary of the claims submitted, the names of arbitrators or mediators as applicable, the date of issuance of the arbitration award or settlement decision, and its dispositive section.

The Center's Website

(Article 21)

The Center shall maintain an official website on the internet, serving as its public interface. The website shall provide information about the services offered and publish the arbitration and mediation rules, the requirements for accredited arbitrators, the rules for registering experts eligible to conduct mediation, templates prepared by the Center for arbitration and mediation procedures, periodic reports, statistics, and information on conferences, training courses, and seminars organized by the Center.

(Chapter 03)

Arbitration Rules

Scope of Application

(Article 22)

The arbitration rules set forth in this Chapter shall apply whenever the parties agree in writing to resolve disputes arising between them through arbitration in accordance with the Center's rules, whether such agreement is made before or after the dispute arises.

Notice of Arbitration

(Article 23)

The claimant shall submit a notice of arbitration to the Center. The notice must include the following information:

1. The names, addresses, and contact details of the parties.
2. The legal representative of the claimant in the arbitration proceedings, along with their address and contact details.
3. A request to refer the dispute to arbitration.
4. Identification of the arbitration agreement relied upon.
5. A statement of the contract or legal instrument from which the dispute arises or to which it relates, or a brief description of the relevant relationship if neither a contract nor a legal instrument is available.
6. A detailed statement of the facts of the dispute, its value, and its claims.
7. A proposal regarding the number of arbitrators and/or the language and/or place of arbitration if the parties have not previously agreed on these matters.

The notice of arbitration shall be accompanied by a copy of the arbitration agreement and, if available, a copy of the contract or any other legal instrument from which the dispute arises or to which it relates.

The notice of arbitration may also include the following:

1. A proposal for the appointment of a sole arbitrator, as referred to in Article (28) of this Statute.
2. A notice regarding the appointment of the arbitrator, as mentioned in Article (29) or Article (30) of this Statute.

The center shall register the arbitration request upon payment of the registration fee as specified in Article (63) of this Statute. Upon registration, the Center shall promptly send the notice of arbitration to the other party or parties. The arbitration proceedings shall be deemed to have commenced on the date the other party or parties receive the notice of arbitration.

Response to the Notice of Arbitration

(Article 24)

The respondent shall file a response to the notice of arbitration with the center within thirty days from the date of receiving the notice of arbitration. The response must include the following information:

1. The name, address, and contact details of the respondent.
2. The legal representative of the respondent in the arbitration proceedings, their address, and contact details.
3. A response to the contents of the notice of arbitration.

The response to the notice of arbitration may also include the following:

1. Any objection regarding the jurisdiction of the arbitral tribunal to be formed.
2. A statement of counterclaims or claims relating to the right being asserted for the purpose of set-off, if any, including the value of these claims and what is being requested in the judgement.
3. A proposal regarding the appointment of a sole arbitrator as referred to in Article (28) of this Statute.
4. A notice regarding the appointment of the arbitrator referred to in Article (29) or (30) of this Statute.
5. A notice of arbitration if the respondent has filed a claim against another party other than the claimant in the arbitration agreement.

The Center, upon receiving the response to the notice of arbitration, shall send it to the other party or parties. The response to counterclaims or claims related to the right asserted for set-off, if any, must be filed within thirty days from the date of receiving them.

Completion of the Information in the Notice of Arbitration or Response thereto

(Article 25)

The Center may, in the event that the claimant or respondent fails to provide any of the information required to be included in the notice of arbitration or the response to it, request that this party completes those details. Any dispute regarding the sufficiency of the notice of arbitration or the response to it, or delays in sending them, shall not prevent the continuation of the arbitration proceedings. Such a dispute shall be definitively resolved by the arbitral tribunal.

Formation of the Arbitral Tribunal

(Article 26)

Without prejudice to the parties' right to pursue other procedures, the arbitral tribunal shall be formed in accordance with the procedures stipulated in this chapter if it has not been formed within the period agreed upon by the parties, or within thirty days from the date the Center receives a request for appointment from one of the parties, in the absence of an agreement on a specific period.

The arbitrators shall be appointed according to the method agreed upon by the parties in cases where the tribunal is to be composed of a number of arbitrators other than one or three.

Number of Arbitrators

(Article 27)

The arbitral tribunal shall consist of one or more arbitrators, and if there are multiple arbitrators, their number must be odd.

If the parties have not previously agreed on the number of arbitrators or fail to agree within thirty days from the date the respondent receives the notice of arbitration, the tribunal shall be composed of three arbitrators.

The Center may, upon the request of one of the parties, appoint a sole arbitrator in accordance with the procedures stipulated in Article (28) if the thirty-day period lapses without the other party responding to a proposal by one party to appoint a sole arbitrator, or if the concerned party or parties fail to appoint a second arbitrator as per Article (29) or Article (30), provided that this is deemed appropriate in light of the circumstances of the case.

Appointment of a Sole Arbitrator

(Article 28)

The center shall appoint a sole arbitrator upon the request of one of the parties in the event that the parties agree to form the arbitral tribunal from a sole arbitrator chosen by the center, or upon the lapse of thirty days from the date the other party/parties received a proposal to appoint a sole arbitrator and agreed to it without reaching an agreement on the appointment.

Subject to any conditions or requirements agreed upon by the parties regarding the arbitrator, the center shall appoint the sole arbitrator according to the following procedures:

1. The center sends each party an identical list containing at least three names of arbitrators registered with the center.
2. Each party returns the list to the center within fifteen days from the date of receipt after striking out any names they object to and ranking the remaining names on the list in the order of their preference.
3. The center appoints the sole arbitrator after the expiration of the period mentioned in the previous paragraph from among the names approved by the parties in the lists returned to it, taking into account the order of preference chosen by the parties.

If it is not possible to appoint the sole arbitrator according to the procedures mentioned in the previous paragraph, the center shall appoint the arbitrator, taking into account, as far as possible, any conditions or requirements agreed upon by the parties in this regard and any other considerations that would ensure the appointment of an independent and impartial arbitrator.

Appointment of Three Arbitrators

(Article 29)

If the parties agree to form the arbitral tribunal with three arbitrators, each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator, who will serve as the presiding arbitrator.

If one party notifies the other party of their appointed arbitrator and the latter fails to notify the first party of their appointment within thirty days of receiving the notification, the center shall appoint the second arbitrator upon the first party's request.

If the two arbitrators fail to agree on the appointment of the presiding arbitrator within thirty days of the second arbitrator's appointment, the center shall appoint the presiding arbitrator, following the second and third paragraphs of Article (28).

Appointment of Arbitrators in Multi-Party Cases

(Article 30)

In cases involving multiple claimants or respondents, the multiple parties, whether claimants or respondents, shall jointly appoint their arbitrators following the rules and procedures set forth in this Statute unless the parties agree on another method for appointing arbitrators. In all cases, the number of arbitrators must be odd.

The Center shall, upon the request of one of the parties, form or complete the formation of the arbitral tribunal, as the case may be, if it is not possible to form it according to the provisions of the previous paragraph.

Disclosure of Impartiality and Independence

(Article 31)

A nominee for appointment as an arbitrator in arbitration proceedings must disclose any facts, circumstances, or relationships that might raise doubts about their independence in the eyes of the parties or that could reasonably create justified doubts about their impartiality or suggest a conflict of interest.

An arbitrator's appointment shall only proceed upon their written acceptance of the arbitration assignment. Upon acceptance, the arbitrator must submit a written declaration to the center within one week, affirming their impartiality, independence, and the absence of any impediments to their appointment.

From the time of their appointment and throughout the arbitration proceedings, the arbitrator must disclose any new facts, circumstances, or relationships as they arise. Any doubt regarding the need for disclosure shall be resolved in favour of disclosure.

Contact Between the Arbitrator and the Parties

(Article 32)

The arbitrator shall avoid making any individual contact with any of the parties regarding the arbitration throughout the proceedings. If such contact occurs, the arbitrator must inform the other parties and the other arbitrators of the content of the communication.

The arbitrator is also obliged to avoid any actions or behaviours that may hinder deliberations or delay the resolution of the dispute, and any act that may compromise their impartiality or independence.

The arbitrator shall not enter into any direct or indirect agreement with the parties or their representatives regarding their fees or the arbitration costs. They shall not accept gifts or benefits, whether direct or indirect, from the parties or their representatives, whether before, during, or after the proceedings, and whether in the form of money or in-kind.

Arbitrator's Challenge

(Article 33)

Any arbitrator may be challenged if there are circumstances that raise justified doubts about their impartiality or independence. A party may not challenge an arbitrator they appointed or participated in appointing, unless the grounds for the challenge became known to them after the appointment.

A party wishing to challenge an arbitrator must submit a notice of the challenge to the center, including the reasons for the challenge, within fifteen days from the date of being notified of the appointment of the arbitrator or within fifteen days from the date they became aware of the circumstances justifying the challenge.

The Center shall notify all parties, the challenged arbitrator, and the other arbitrators of the challenge request within one week from the submission date. In this case, all parties may agree to remove the challenged arbitrator, or the challenged arbitrator may choose to recuse themselves from the case. The agreement to remove the arbitrator or the recusal does not imply an acknowledgment of the validity of the reasons for the challenge.

If all parties do not agree to remove the arbitrator or the arbitrator does not recuse themselves within one week from the date of the notification of the challenge request, the party making the challenge may proceed with the challenge procedures, and the matter will be definitively decided by a neutral and independent three-member committee formed by the center from among the advisory committee members, with one of the State Council's

advisors presiding over it. In this case, the arbitration proceedings shall be suspended until the challenge is decided, and the committee must make a decision on the challenge within one week from the date the challenge documents are submitted to it.

The party requesting the challenge shall pay a fee of EGP 1,000 for each arbitrator being challenged, which will be refunded if the challenge is accepted.

Replacement of Arbitrators

(Article 34)

An arbitrator may be replaced upon the request of one of the parties if they fail to perform their duties, if there is a legal or factual impossibility preventing them from performing their duties, or if they intentionally delay the commencement or progress of the arbitration proceedings, or in any other case requiring their replacement. The request for replacement must specify the reason and grounds for the replacement.

Except in the cases of replacement due to the death of the arbitrators or their submission of a request stating their unwillingness to continue their duties as an arbitrator in the arbitration proceedings, the arbitrator shall be replaced by a decision issued by a neutral and independent three-member committee from among the members of the advisory committee. This decision shall be made after giving the arbitrator and the other parties the opportunity to express their views on the matter, with the committee being chaired by one of the State Council's advisors who is a member of the committee.

In all cases, the replacement arbitrator shall be appointed according to the agreement of the parties on this matter, and the provisions related to the appointment of arbitrators in this system shall apply in case of disagreement among the parties.

In accordance with the previous paragraph, the center may, at the request of one of the parties, appoint a replacement arbitrator after the closure of pleadings if any of the conditions requiring the replacement of the arbitrator occur, provided that the prescribed rules for appointing arbitrators do not cause a delay in the decision of the case. This will be done after giving the parties and the remaining arbitrators the opportunity to express their views, with the approval of the advisory committee.

The parties may agree, after the appointment of the replacement arbitrator, to maintain the procedures that occurred before their appointment, or the reconstituted arbitral tribunal may decide what it deems appropriate in this regard. In all cases, the pleadings shall be responded if the replacement arbitrator is appointed after the closure of the pleadings.

Rules Applicable to Procedures

(Article 35)

The arbitration procedures shall be governed by the provisions of this Statute if the parties agree on it. In the absence of a provision in this Statute addressing the matter at hand, the arbitral tribunal shall decide on the issue.

Place of Arbitration

(Article 36)

The arbitral tribunal shall determine the place of arbitration if the parties have not previously agreed on it, taking into account the circumstances of the case. The arbitral award shall be deemed to have been issued at the place of arbitration.

The arbitral tribunal may hold its sessions or meetings for discussions or for any other purpose necessary for conducting the arbitration procedures at the center's headquarters, unless the parties have agreed otherwise.

Language of Arbitration

(Article 37)

Upon its formation, the arbitral tribunal shall determine the language or languages to be used in the proceedings if the parties have not agreed on this matter. The tribunal may also require that any documents submitted—whether with the statement of claim, the statement of defense, or any other documents presented during the arbitration proceedings—be accompanied by a translation into the language or languages agreed upon by the parties or determined by the tribunal.

The tribunal may disregard any document submitted in a language other than that agreed upon by the parties or determined by the tribunal, as applicable.

Preliminary Session

(Article 38)

Without prejudice to the provisions stipulated in this Statute, the arbitral tribunal shall conduct its proceedings in the manner it deems appropriate, provided that it treats the parties equally and ensures that each party is given a fair and full opportunity to present its claims, defences, and objections at an appropriate stage of the proceedings. The tribunal must avoid delays and any actions that would unnecessarily increase the arbitration costs without justification.

The arbitral tribunal shall, immediately upon its formation, hold one or more preliminary sessions in the presence of the parties to clarify how the case will be managed. In these sessions, the tribunal will set the timetable for the arbitration proceedings and establish the rules for using technological means during the proceedings, after consulting the parties on the matter.

Statement of Claim

(Article 39)

The claimant shall submit the statement of its claim in writing within a period determined by the arbitral tribunal, not exceeding thirty days. The claimant may consider the notification of arbitration referred to in Article (23) as the statement of claim, provided that the notification includes the details required in the statement of claim.

The statement of claim must include at least the following information:

1. The name, address, and contact details of each party.
2. The legal representative of the claimant in the arbitration proceedings, along with their address and contact details.
3. A statement of the facts supporting the claim.
4. The issues in dispute.
5. The legal grounds or arguments supporting the claim.
6. The requests.

The claimant may attach to the statement of claim any documents, written evidence, or other proof supporting its claim.

Statement of Defense

(Article 40)

The respondent shall submit, within the period determined by the arbitral tribunal, a written statement of defense, not exceeding thirty days. The respondent may consider his reply to the notification of arbitration to in Article (24) as the statement of defense, provided that the reply to the notification includes the details required in the statement of defense.

The statement of defense must include a response to the claims made in the statement of claim, addressing the issues mentioned therein. The respondent may attach any documents, written evidence, or other proof upon which they rely to the statement of defense.

The respondent may submit counterclaims in his statement of defense or at a later stage of the arbitral proceedings if the arbitral tribunal, based on the circumstances of the case, deems such a delay justified. The respondent may also assert a right for the purpose of invoking a set-off, provided that the arbitral tribunal has jurisdiction over this matter. The applicable rules for the statement of claim shall also apply to counterclaims and any rights asserted for the purpose of invoking a set-off.

Failure to Submit the Statement of Claim or Defense

(Article 41)

If the claimant fails to submit the statement of claim in accordance with Article (39) of this Statute within the specified period, the arbitral tribunal shall issue an order to terminate the arbitration proceedings unless the tribunal determines that there are other issues to be resolved, in which case the tribunal may decide to proceed as it deems appropriate.

If the respondent fails to submit the statement of defense in accordance with Article (40) of this Statute within the specified period, the arbitral tribunal shall order the continuation of the arbitration proceedings without this being considered an admission by the respondent of the claimant's allegations. This also applies if the claimant fails to provide a response to counterclaims or requests related to a right being asserted for the purpose of invoking a set-off.

Amendment of the Statement of Claim or Defense

(Article 42)

Any party may amend the statement of claim or the statement of defense after it has been submitted, unless the arbitral tribunal decides, in light of the circumstances of the case, not to accept the amendment, unless the parties agree otherwise.

Objections to the Jurisdiction of the Arbitral Tribunal

(Article 43)

The arbitral tribunal shall decide on objections related to its jurisdiction, including those based on the non-existence, expiration, invalidity, or lack of subject matter of the arbitration agreement. A claim that the contract does not exist, has been annulled, or is invalid does not affect the arbitral tribunal's jurisdiction to hear the dispute.

The objection to the jurisdiction of the arbitral tribunal must be raised no later than the submission of the statement of defense or, if applicable, the submission of a reply to counterclaims or the right being asserted for the purpose of invoking a set-off. The appointment of an arbitrator by one of the parties or participation in such an appointment does not result in the loss of the right to raise this objection.

Furthermore, an objection to the arbitral tribunal exceeding its jurisdiction must be raised as soon as the issue arises during the arbitration proceedings, alleging that the tribunal exceeds its authority. The arbitral tribunal may accept the objection even after the deadlines mentioned, provided there is justification for doing so in either of the aforementioned cases.

The arbitral tribunal shall decide on any of the objections referred to as preliminary issues, either before ruling on the merits of the dispute or in its final award on the merits. The tribunal may continue with the arbitration proceedings and issue a ruling, even if a challenge to its jurisdiction is pending before the court.

Written Submissions and Their Deadlines

(Article 44)

The arbitral tribunal shall specify the other written submissions that the parties are required to submit or may submit, they shall set the deadlines for submitting these submissions, which

shall not exceed thirty days. This is without prejudice to the arbitral tribunal's authority to modify these deadlines after consulting the parties.

Provisional Measures

(Article 45)

The arbitral tribunal may, upon the request of one of the parties, order the adoption of provisional measures at any time prior to the issuance of the final award that terminated the dispute, including:

1. Maintaining or restoring the status quo until the dispute is resolved.
2. Taking measures to prevent current or imminent harm, or interference with the arbitration process itself, or refraining from taking actions that could cause such harm or interference.
3. Providing a means to preserve assets that may be subject to enforcement under a future arbitral award.
4. Preserving evidence that may be directly relevant and essential for resolving the dispute.

In deciding to take any of the above-mentioned measures, the arbitral tribunal shall consider the following:

- (a) There is a reasonable possibility that the tribunal will rule in favor of the party requesting the provisional measure, without affecting the tribunal's discretion in making any subsequent decisions.
- (b) The failure to issue the provisional measure is likely to result in harm that cannot be adequately remedied, and this harm exceeds the harm that the party against whom the measure is sought is likely to suffer if the measure is granted.

The arbitral tribunal may require the party requesting the provisional measure to provide adequate security regarding the measure.

(Article 46)

The arbitral tribunal may, upon the request of one of the parties, amend, suspend, or terminate any provisional measure it has previously issued.

The party requesting the provisional measure may be held liable to any party for any costs or damages resulting from the measure if the arbitral tribunal later determines that, under the prevailing circumstances at the time of issuance, the measure should not have been ordered. Upon the request of any party, the arbitral tribunal may issue a ruling for compensation of such costs and damages at any time during the proceedings.

In all cases, a party's request to the judiciary or the adoption of a provisional measure shall not be considered a violation of the arbitration agreement or a waiver of that agreement.

Inclusion of one or more Parties in Arbitration

(Article 47)

The arbitral tribunal may, upon the request of one of the parties and in light of the circumstances of the case, allow the inclusion of one or more non-parties as a party to the arbitration proceedings, provided that the person is a party to the arbitration agreement. Such inclusion may occur at any stage of the arbitration proceedings if the parties, including the party to be included, agree to it.

The request for inclusion must include the following details:

1. The name, address, and contact details of each party.
2. The legal representative of each party in the arbitration proceedings, including their address and contact details.
3. The case number in which the opposing party is to be included.
4. The arbitration agreement relied upon.
5. A description of the contract or legal instrument from which the dispute arises or is related, or a brief description of the relevant relationship in the absence of such contract or legal instrument.
6. A brief description of the claim.
7. The reason for the inclusion.

The party being included must submit a response to the request for inclusion within thirty days from the date of the receipt. The provisions related to responding to the notice of arbitration shall apply in this regard.

Hearing Sessions

(Article 48)

The arbitral tribunal shall, upon the request of one of the parties, hold one or more hearings at an appropriate stage of the proceedings for oral arguments and witness testimony. In the absence of any request by the parties, the tribunal may also invite the parties to attend one or more hearings if it deems necessary.

If the arbitral tribunal decides to hold a hearing for oral arguments or to hear witnesses, it must notify the parties and witnesses of the hearing at least one week prior to the scheduled date. The notice must include the date, time, and place of the hearing. The absence of any party, without an acceptable excuse, shall not prevent the continuation of the hearing, unless the arbitral tribunal decides otherwise.

The arbitral tribunal may decide to hear witnesses or experts designated by the parties, or any other person, via communication means that do not require their physical presence at the hearing (for example, video conferencing).

Evidence (Article 49)

Each party bears the burden of presenting the facts on which it relies to support its claim or defense.

The arbitral tribunal may, at any time during the arbitration proceedings, request the parties to submit any information, documents, or other evidence it considers necessary for the resolution of the dispute within a period it specifies.

If the parties fail to submit the requested information, documents, or evidence within the specified period and without providing an acceptable excuse, the arbitral tribunal may issue an arbitral award based on the documents presented in the case.

Experts (Article 50)

The arbitral tribunal, if it deems it necessary to appoint one or more experts to submit a report on specific matters, shall define these matters and send the parties a copy of the expert's terms of reference prepared by the tribunal. The tribunal may also seek assistance from experts registered with the center.

Before accepting the appointment, the expert shall provide the arbitral tribunal and the parties with a statement of their qualifications and a declaration of impartiality and independence. The parties must notify the arbitral tribunal, within the time period specified by the tribunal, of any objections they may have regarding the expert's qualifications, impartiality, or independence. The arbitral tribunal shall promptly decide on the acceptance of any such objections.

Once the expert is appointed, no party may object to their qualifications, impartiality, or independence unless the objection is based on facts that became known to the party after the appointment. In such cases, the arbitral tribunal shall determine the appropriate action to be taken, if necessary.

The parties must provide the expert with any information relevant to the dispute that the expert requests, and they must provide access to any documents or other materials related to the dispute that the expert may wish to examine. Any disagreement between a party and the expert regarding the relevance of such information or materials shall be referred to the arbitral tribunal for resolution.

Once the expert's report is submitted, the arbitral tribunal shall send a copy to the parties, granting them sufficient time to review and provide written comments on it. This is without prejudice to the parties' right to examine any document upon which the expert's report is based.

After the expert's report is submitted, the arbitral tribunal may, either on its own initiative or upon the request of one of the parties, decide to hold a hearing to hear the expert's testimony, allowing both parties the opportunity to question and discuss the contents of the report.

Each party may request that one or more experts be heard, and the arbitral tribunal will assess the usefulness of hearing them to provide testimony on the disputed points in the expert's report. The tribunal will determine, in accordance with its evaluation of the expert's report and work, whether to accept or reject such requests.

Recording of Hearings

(Article 51)

The proceedings of the hearings held by the arbitral tribunal shall be recorded in minutes, and a copy shall be provided to each party. The proceedings may also be recorded using any other means determined by the arbitral tribunal or agreed upon by the parties.

Applicable Law to the Subject Matter of the Dispute

(Article 52)

The arbitral tribunal shall apply the rules of law that the parties agree to apply to the subject matter of the dispute. If the parties do not agree on these rules, the arbitral tribunal shall apply the law most closely related to the dispute, taking into consideration the terms and conditions of the contract between the parties as well as relevant customs and practices.

The arbitral tribunal may, if the parties have agreed in writing to authorize it, resolve the dispute as a conciliator, in accordance with principles of justice and fairness.

Waiver of the Right to Object

(Article 53)

If a party continues with the arbitration proceedings while aware of a violation of a condition in the arbitration agreement or a breach of these rules, and does not object to the violation within the agreed time frame, or within a reasonable time if no time frame has been set, it shall be deemed to have waived its right to object.

Closure of Oral Proceedings

(Article 54)

The arbitral tribunal shall close the oral proceedings once it is certain that the parties have no further evidence to present, no additional witnesses to hear, and no further statements to make.

The arbitral tribunal may, either on its own initiative or upon the request of one of the parties, reopen the oral proceedings at any time before the issuance of the arbitral award, if there is a justified reason to do so.

Arbitral Award

(Article 55)

All awards, orders, and decisions of the arbitral tribunal shall be made in writing by a majority of the arbitrators, after deliberation between them, and shall be final and binding on the parties.

(Article 56)

The arbitral tribunal must issue the final award within the time frame agreed upon by the parties. If no such agreement exists, the award must be issued within thirty days from the date of the closure of the oral proceedings. The arbitral tribunal may decide to extend this period for an additional time.

The arbitral award must be reasoned and signed by the arbitrators. If an arbitrator refuses to sign the award, the reason for their refusal must be stated.

The award must include the names, addresses, and representatives of the parties, as well as the names, addresses, nationalities, and titles of the arbitrators. A copy of the arbitration agreement must also be attached. The award must state the date of issuance, the place of arbitration (which shall be considered both the place of arbitration and the date indicated), and include a summary of the parties' claims, their statements, documents, arguments, and the reasoning behind the award.

A signed original of the arbitral award shall be sent to each party within thirty days of its issuance.

Termination of Arbitration Proceedings

(Article 57)

Arbitration proceedings shall terminate upon the issuance of an arbitral award that resolves the entire dispute, or by a decision issued by the arbitral tribunal in the following cases:

1. If the parties agree, before the issuance of the arbitral award, to a settlement that resolves the dispute, they may request that the terms of the settlement be recorded before the arbitral tribunal. In this case, the tribunal must issue a decision that includes the terms of the settlement and ends the proceedings.
2. If a party abandons the arbitration proceedings, the proceedings may continue only if the arbitral tribunal, upon the request of one of the parties, determines that there is a legitimate and substantial interest in continuing until the dispute is resolved.
3. If the arbitral tribunal determines that continuing the arbitration proceedings has become futile or impossible.

In the third case, the arbitral tribunal must notify the parties and the center of its intention to issue a decision terminating the proceedings. The tribunal shall issue this decision unless there are matters still before it that require a decision, if the tribunal deems it necessary.

An original copy of the decision to terminate the arbitration proceedings, signed by the arbitrators who agreed to it, shall be sent to each party within thirty days of its issuance.

Matters that fall outside the jurisdiction of the arbitral tribunal

(Article 58)

If, during the arbitration proceedings, a matter arises that is outside the jurisdiction of the arbitral tribunal, or if a claim of forgery is made regarding a document submitted to the tribunal, or if criminal proceedings are initiated regarding the forgery or any other criminal act, the arbitral tribunal may continue to hear the dispute if it considers that deciding on this matter, the forgery, or other criminal act is not necessary for resolving the subject matter of the dispute. Otherwise, the tribunal shall suspend the proceedings until a final judgement is

rendered on this issue, which will result in the suspension of the agreed time frame for issuing the arbitral award.

Interpretation of the Arbitral Award

(Article 59)

Each party may request the arbitral tribunal to interpret any ambiguity in the operative part of the arbitral award within thirty days from the date of receiving the award, provided that the other party or parties and the Center are notified of this request.

If the arbitral tribunal finds that the request for interpretation is justified, it shall issue a written interpretation of the award within thirty days. The interpretation is considered part of the arbitral award it clarifies, and the provisions of the original award apply to it.

The interpretation may not alter the substance of the arbitral award.

Correction of the Arbitral Award

(Article 60)

The arbitral tribunal may correct any purely clerical, typographical, or mathematical errors in its award, order, or decision by issuing a correction decision, either on its own initiative or upon the request of one of the parties. The correction is made without a hearing, within thirty days from the date of the issuance of the award order, or decision, or from the date of the submission of the correction request, as applicable.

The correction shall be issued in writing by the arbitral tribunal, and the parties and the center shall be notified accordingly.

Additional Arbitral Award – Omission of Certain Claims

(Article 61)

Each party may request the arbitral tribunal, within thirty days from the date of receiving the arbitral award and provided that the other party or parties and the center are notified of this request, to issue an additional arbitral award regarding any claims raised during the arbitration proceedings that were not addressed by the arbitral tribunal. The arbitral tribunal shall grant the other party or parties a period of fifteen days from the date of receiving the request to submit any comments on the request.

If the arbitral tribunal finds that the request for an additional arbitral award is justified, it shall issue its decision within thirty days from the expiry of the period for submitting comments on the request. The provisions applicable to the original arbitral award shall also apply to the award issued under this article.

Arbitration Fees

(Article 62)

The term “Arbitration Fees” includes the following:

1. The administrative fees as specified in Article (64) of this Statute.
2. The reasonable travel expenses and any other expenses incurred by the arbitrators.
3. The reasonable costs for expert fees, translation services, preparation of hearing minutes, and other necessary tasks for the conduct of the arbitration proceedings.

4. The reasonable travel expenses and any other expenses for witnesses, within the limits agreed upon by the arbitral tribunal.
5. The legal and other costs incurred by the parties in relation to the arbitration, within the amounts deemed reasonable by the arbitral tribunal.
- 6.

If the arbitral tribunal issues a decision to terminate the arbitration proceedings before issuing the final award, in accordance with Article (57) of this Statute, the Center, with the approval of the Advisory Committee, shall definitively determine the arbitration fees, taking into account the timing of the termination, the work completed, and any other relevant circumstances.

The arbitral tribunal shall determine the arbitration fees in the final award that resolves the dispute or in any other decision if it deems it appropriate.

Registration Fee

(Article 63)

The claimant must pay a registration fee of EGP 5,000 upon submitting the notice of arbitration. The respondent must pay the same fee when submitting a counterclaim. The center will not register the arbitration request if the fee is not paid.

The registration fee is non-refundable.

Administrative Fees

(Article 64)

The amount of the administrative fees is based on the value of the dispute, as set forth in Appendix (01) attached to this regulation. The value of the dispute is determined based on the total value of the claims, counterclaims, and rights asserted for the purpose of set-off.

If the value of the dispute cannot be determined with certainty, the center will estimate the administrative fees, considering all relevant circumstances and referring to the values specified in Appendix (01) attached to this regulation.

In all cases, the maximum limit for administrative fees is EGP 600,000.

Arbitrators' Fees

(Article 65)

The following rules apply regarding the fees of the arbitrators:

1. The fees of the arbitral tribunal are determined based on the value of the dispute, in accordance with Appendices (02) and (03) attached to this Statute.
2. The value of the dispute is determined based on the total value of all claims, counterclaims, and rights asserted for the purpose of set-off.
3. The center shall determine the arbitrators' fees if the value of the dispute cannot be precisely determined, taking into account all relevant circumstances.
4. The arbitrators' right to fees is limited to the amounts specified in Appendices (02) and (03) attached to this Statute.
5. The fees must be paid to the center before the issuance of the final arbitral award signed by the arbitrators. The center will then pay the fees to the arbitrators.

6. In the event of the death of an arbitrator before the issuance of the arbitral award, the center shall determine the fees for the deceased arbitrator in consultation with the other members of the arbitral tribunal, considering the work completed and any other relevant matters.
7. An arbitrator who is removed or disqualified from the proceedings shall not be entitled to any fees.
8. The center, with the approval of the Advisory Committee, may determine the arbitrators' fees at amounts higher or lower than those specified in Appendices (02) and (03) attached to this Statute, if there is a justified reason, provided that such adjustments do not exceed 25% in either direction.

Deposit of Fees

(Article 66)

The arbitration fees shall be deposited equally by the parties, unless agreed otherwise or determined by the arbitral tribunal.

The parties must deposit the administrative fees with the center no later than fifteen days from the date the respondent submits their response to the notice of arbitration. If the full administrative fees are not deposited within this period, the center will notify the parties, and one or more of them must pay the required amounts.

Failure to Pay Due Amounts

(Article 67)

If any amounts due under this regulation are not paid within the specified time frame, the center may suspend or terminate the arbitration proceedings if the tribunal has not been fully constituted, or may request the tribunal to do so if it has already been constituted.

Distribution of Fees

(Article 68)

The arbitration fees are generally assumed by the losing party or parties. However, the arbitral tribunal may allocate these fees among the parties whenever it deems appropriate, based on the circumstances of the case.

The arbitral tribunal shall specify, in the final award or in any other decision, the fees that one party may be required to pay to the other party as a result of the fee allocation decision, if the tribunal finds appropriate justifications for such allocation.

(Chapter 04)

Mediation Rules

Scope of Application

(Article 69)

The mediation rules set forth in this Chapter apply when the parties agree in writing to refer any disputes arising between them to mediation in accordance with the Center's rules, whether before or after the dispute has occurred.

In the event that the rules do not contain a text governing the issue presented, this issue shall be governed by the procedures determined by the Mediation Panel.

Conciliation and Other Alternative Dispute Resolution Methods

(Article 70)

For the purpose of applying these rules, mediation, conciliation, and other alternative amicable dispute resolution methods shall be regarded as a single process. Accordingly, these rules shall apply regardless of the term used by the parties.

Commencement of Procedures in the Event of an Agreement to Refer to Mediation Rules

(Article 71)

The party requesting the initiation of mediation procedures, in the event the parties have agreed to refer their dispute for resolution under the Center's mediation rules, shall submit a written request to the center. **The request must include the following:**

1. The names, addresses, and contact details of the parties.
2. The legal representative of the requesting party in the mediation procedures, along with their address and contact details (if applicable).
3. A statement of the contract or other legal instrument that gave rise to, or is related to, the dispute, or a brief description of the relevant relationship in cases where there is no such contract or instrument.
4. A detailed statement of the facts of the dispute and the requests.
5. Any agreement on the timeframes related to the mediation process.
6. Any agreement on the language or languages to be used during the mediation.
7. Any agreement regarding the venue for the mediation meetings.
8. Any joint nomination by all parties for the Mediation panel or any agreement among the parties regarding the attributes of the Mediation Panel, which the center will appoint if no joint nomination is made, or any proposal regarding the characteristics of the panel in the absence of such an agreement.

The mediation request must be accompanied by a copy of the mediation agreement relied upon and proof of payment of the mediation request registration fee.

Registration of the Mediation Request

(Article 72)

The center shall register the mediation request after the payment of the registration fee, as specified in Article (82) of this Statute. Upon registering the request, the center shall promptly send it to the other party unless the request has been jointly submitted by all

parties. If the center does not receive a response from the other party within fifteen days from the date of receipt of the request, the center shall notify the party wishing to commence the mediation process.

The mediation shall commence when the other party agrees in writing to the mediation request.

Commencement of Procedures in the Absence of an Agreement to Refer to Mediation Rules

(Article 73)

In the event that the parties have not agreed to refer their dispute for resolution under the Center's mediation rules, the party requesting the commencement of mediation shall submit a written request to the center inviting any other party to agree to participate in the mediation. The request must include the information and documents referred to in Article (71), and the requesting party must propose a solution regarding the points from (5) to (8) of the aforementioned article.

The Center shall register the request after payment of the fee specified in Article (82) of this Statute. Upon registration, the center shall send an invitation to the other party to participate in the mediation. If the center does not receive a response from the other party within fifteen days from the date of receipt of the invitation, or within any other period specified in the invitation, the center shall notify the party wishing to begin the mediation.

The mediation shall be considered to have commenced when the other party agrees in writing to the invitation to participate.

Place and Language of Mediation

(Article 74)

The center may determine the place of the mediation meetings if the parties have not agreed on this. The center may also invite the Mediation Panel to do so after its appointment.

Similarly, the center may determine the language or languages to be used in the mediation process if the parties have not agreed on this. The center may also invite the Mediation Panel to decide on the language(s) after its appointment.

Appointment of the Mediation Panel

(Article 75)

The parties may jointly appoint the Mediation Panel or determine the procedures for its appointment. Mediation shall be conducted by a single mediator unless the parties agree to appoint more than one mediator.

"If the parties do not agree on the Mediation Panel or fail to appoint it in accordance with the previous paragraph within the agreed time, or if no time has been agreed upon, the Center shall propose a list of registered mediators to the parties. If the parties fail to select the panel, the Center shall, within fifteen days, appoint the Mediation Panel from the registered mediators, taking the parties' views into consideration.

Impartiality and Independence of the Mediation panel

(Article 76)

Any candidate for the role of mediator in the mediation process must submit to the center, within one week from the date of notification of their nomination, a signed declaration affirming their impartiality and independence. The declaration must disclose any facts, circumstances, or relationships that could raise doubts regarding their independence in the eyes of the parties, or that could give rise to reasonable concerns about their impartiality, or suggest the existence of a conflict of interest.

The center shall notify the parties of this disclosure immediately upon its submission. If any party objects to the appointment of the mediator within ten days from the date of being notified of the disclosure, the center shall appoint a new mediator according to the procedures specified in the second paragraph of Article (75) of these rules.

The mediator is obliged to disclose any new facts, circumstances, or relationships that may arise during the mediation process as soon as they occur. Any doubt regarding the need for disclosure of a fact, circumstance, or relationship shall be interpreted in favor of requiring disclosure.

Replacement of the Mediation Panel

(Article 77)

The parties may, at any time, agree in writing to replace the Mediation Panel. The replaced panel must submit a report to the center within one week of being notified of their replacement, detailing the actions taken and the current status of the mediation.

In the event that a mediator withdraws or if there is a legal or practical impossibility preventing the mediator from performing their duties, a new mediator shall be appointed following the same procedures as the original appointment of the replaced mediator.

Mediation Procedures

(Article 78)

Mediation shall be conducted in accordance with the following procedures:

1. The Mediation Panel shall hold one or more procedural sessions with the parties to explain the mediation procedures. During these sessions, the panel will listen to the parties' views regarding how the mediation procedures will be carried out. Within ten days from the date of the session, the panel shall provide the parties with a written memorandum outlining the agreed-upon procedure for conducting the mediation and the agreements reached during the session.
2. The Mediation Panel shall conduct its work in a manner that it deems appropriate, taking into account the circumstances of the dispute, the wishes of the parties, and the need for a swift resolution of the dispute. The panel shall ensure that sufficient opportunity is provided for all parties to present their claims and to participate in the mediation process. Additionally, the parties shall be given the opportunity to seek legal advice or other advice before reaching a settlement. The Mediation Panel shall not have the authority to impose a settlement on the parties.

3. The parties shall cooperate in good faith with the panel in order to facilitate the progress of the mediation as quickly as possible.
4. The Mediation Panel may hold joint or separate meetings with the parties and/or their representatives during the mediation, either on the same day or over consecutive days, in accordance with the agreement reached between the parties in this regard.
5. The Mediation panel may adjourn the mediation to allow the other parties to consider specific proposals, obtain further information, or for any other reason it deems likely to facilitate the progress of mediation. The mediation meetings shall resume upon the parties' agreement.
6. The Mediation Panel may request the parties to submit documents, summaries of the dispute, or memoranda prior to or during the mediation sessions.
7. If the parties fail to reach a settlement regarding the dispute or part of it, the parties may jointly request the Mediation Panel to provide written or oral recommendations regarding a suitable resolution of the dispute. The parties are not bound to accept such recommendations.

Termination of Mediation

(Article 79)

Mediation shall terminate in any of the following cases:

1. Withdrawal of one of the parties from the mediation.
2. Notification by the Mediation Panel to the parties in writing that, in its opinion, the mediation will not lead to a settlement of the dispute between the parties.
3. Notification by the Mediation Panel to the parties in writing that the mediation has been concluded.
4. The parties have concluded a written settlement agreement.

The Mediation Panel must notify the center immediately upon the parties' signing of the settlement agreement or upon receiving any notification sent to or from the Panel in accordance with paragraphs (01) or (03) of this Article, and provide the center with a copy of such notification.

Documenting the Settlement in Writing

(Article 80)

Any settlement reached during the mediation shall not be legally binding until it is documented in writing and signed by the parties or their authorized representatives.

Mediation Fees

(Article 81)

The term "Mediation Fees" includes the following:

1. Administrative fees as specified in Article (83) of this Statute.
2. Reasonable travel expenses and any other expenses incurred by the Mediation Panel.
3. Expenses for translation services, preparation of session minutes, and other necessary tasks for the proper conduct of the mediation process.

Registration Fee

(Article 82)

The party requesting the initiation of mediation procedures, or the parties as applicable, shall pay a registration fee of EGP 5,000 upon filing the request to initiate the mediation process. The center shall not record the request unless the fee is paid.

The registration fee is non-refundable.

Administrative Fees

(Article 83)

The minimum administrative fee shall be EGP 5,000, and the maximum administrative fee shall be EGP 30,000. The center shall determine the administrative fees based on the tasks performed and the value of the dispute brought before the Mediation Panel.

Fees of the Mediation Panel

(Article 84)

The fees of the Mediation Panel shall be determined based on the reasonable time spent on the mediation proceedings, calculated according to the hourly rate set for these proceedings by the Center, in consultation with the Mediation Panel and the parties.

The minimum hourly rate shall be EGP 1,000, and the maximum hourly rate shall be EGP 3,000. The specific hourly rate shall be determined based on the complexity and value of the dispute, the expertise of the Mediation Panel, and any other relevant factors.

The Center may, with the approval of the Advisory Committee, deviate from the aforementioned minimum and maximum hourly rates if justified by the circumstances of the dispute.

In the event of the mediator's death before the mediation is concluded, the Center shall determine the mediator's dues, considering the work completed and any other relevant factors. If the Mediation Panel consists of more than one mediator, this determination shall be made in consultation with the remaining members of the Panel.

The Center's determination of the Mediation Panel's fees pursuant to this Article shall be final and not subject to reconsideration.

Deposit of Mediation Fees

(Article 85)

The parties shall deposit with the Center, at the commencement of the mediation, an advance amount determined by the Center to cover both the administrative fees and the fees of the Mediation Panel. The Center may subsequently request the parties to deposit additional amounts on account of these fees. Upon the conclusion of the mediation, the Center shall provide the parties with a statement of fees based on the amounts deposited and refund any remaining balance, if applicable.

The fees shall be paid equally by the parties unless they agree otherwise.

If the full amount of the required administrative fees and Mediation panel fees is not paid, the Center shall notify the parties to allow one or more of them to cover the outstanding balance. If the fees remain unpaid, the Center may request the Mediation Panel to suspend or terminate the mediation proceedings. In such cases, any amounts already paid shall not be refunded.

(Chapter 05)

Common Provisions Between Arbitration and Mediation

Requirement for Registration of the Arbitrator or Mediator in the Center's Relevant

(Article 86)

Registers

An individual may not serve as an arbitrator or mediator in arbitration or mediation proceedings conducted in accordance with the rules stipulated in this Statute unless they are registered in the relevant registers/lists maintained by the Center.

(Article 87)

Appeal against the Exclusion or Removal from the List of Arbitrators and Mediators

Any individual whose name has been excluded from the list of arbitrators or the list of experts eligible to act as mediators at the Center, or who has been removed from these lists, may appeal this decision to the Board of Trustees within fifteen days from the date of notification of the decision to the concerned party or from the date they become fully aware of it.

(Article 88)

Appeal Procedures

The appeal must be submitted to the Technical Secretariat of the Board of Trustees, and must include the following information and documents:

1. The name, address, and email (if available) of the appellant.
2. The date the decision being appealed was issued and the date the concerned party was notified of it or became aware of it.
3. The subject of the appeal and the reasons for it, accompanied by supporting documents.
4. Proof of payment of the fee of EGP 3,000.
- 5.

The Technical Secretariat is responsible for receiving and registering appeals in the relevant register on the day of receipt, and a copy of the appeal will be provided to the appellant, with the registration number and date noted.

The Board of Trustees will issue its decision regarding the appeal within thirty days from the date the appeal, along with the required supporting documents or any requested documents, information, or clarifications, is submitted. The Technical Secretariat will notify the concerned party by sending an official letter with receipt confirmation or by email within one week of the Board's decision.

The decision of the Board of Trustees regarding the appeal is final and binding. If the decision is overturned, the appellant will be refunded the paid amount within no more than one week from the date of the cancellation.

Notifications and Deadlines

(Article 89)

Any notification, message, or proposal may be delivered by any communication method that includes or allows for a record of sending. In the application of the arbitration and mediation rules in this Statute, notifications, messages, and proposals are considered delivered, effective, and legally binding in the following cases:

1. If delivered to the recipient in person.
2. If delivered to the recipient at their usual place of residence.
3. If sent to the recipient by registered mail with acknowledgement of receipt.
4. If sent to the chosen electronic address.

If one of the parties has designated a chosen address or if the arbitration or mediation body has authorized notification to this address, the notification shall be considered delivered to the party at this address, and it will be effective and produce all its legal consequences.

The period for any action, in accordance with the rules outlined in this system, begins on the day following the receipt of the notification. If the last day of this period falls on an official holiday or a non-working day at the recipient's residence or workplace, the period is extended to the next working day after the holiday ends.

Number of Copies

(Article 90)

The parties must submit all documents, memorandums, and other papers required in arbitration or mediation proceedings in a number of copies sufficient to provide each party with a copy, in addition to a copy for each arbitrator or mediator and one for the center.

All requests, notifications, and correspondence directed by a party to the arbitration or mediation body must be submitted to the center, which will notify the body and the other party or parties. Similarly, all correspondence from the arbitration or mediation body to a party must be submitted to the center, which will notify the other party or parties, unless the arbitration or mediation body decides otherwise after consulting the parties.

Electronic Submission

(Article 91)

The parties may submit the arbitration notice, statement of claim, response, counterclaims, or any mediation requests to the center electronically, along with the supporting documents, via the Center's website. In this case, the arbitration or mediation proceedings are considered to have commenced from the day the arbitration notice or the other party's written consent to the mediation request or invitation is received, as applicable.

The deadlines for electronic submission shall follow the same timelines as those for standard procedures according to the provisions of this Statute.

If the parties wish to use electronic submission, they must designate an electronic address for notifications.

Commencement of the Arbitration or Mediation Process

(Article 92)

The arbitration or mediation body, as applicable, shall begin its task immediately upon being notified that it has been fully constituted, and shall inform the parties to the dispute accordingly.

Discontinuation of the Proceedings

(Article 93)

If the center determines, upon reviewing the documents and before registering the arbitration or mediation request, that it does not have jurisdiction over the dispute, it must refer the matter to the Advisory Committee to issue a decision on whether the center has jurisdiction to consider the dispute.

Confidentiality

(Article 94)

Unless the parties expressly and in writing agree otherwise, all individuals participating in arbitration or mediation proceedings are obligated to maintain the confidentiality of all documents, information, and data submitted during the proceedings, as applicable. This obligation does not preclude cases where the submission of specific information is required by the laws and regulations in force.

The center undertakes not to publish any arbitration award or part thereof that reveals the identity of any of the parties without prior written consent from all the parties involved.

Prohibition on the Disclosure of Information Regarding Arbitration or Mediation

Procedures

(Article 95)

It is prohibited for the parties, their representatives, any employee of the center, any member of the arbitration or mediation body, or any witness in the arbitration or mediation proceedings, to disclose or offer as a witness or expert in any other proceedings, any information or data concerning the arbitration or mediation proceedings in which they were involved. This does not affect cases where specific information is required to be disclosed under applicable laws and regulations.

Exemption from Liability

(Article 96)

Arbitrators, mediators, the Center, its employees, the Advisory Committee, or any person appointed or assisting the arbitration or mediation body shall not be liable to any person for any act or omission related to the arbitration or mediation, except in the case of intentional misconduct

(Article 97)

Retrieval and Disposal of Documents

Any party that has deposited original documents with the center must submit a written request to retrieve them within six months from the date of completion of the arbitration proceedings or the termination of mediation, as applicable. The center shall not be responsible for these documents after the expiration of this period.

Appendix (01)
Administrative Fees

| Dispute Value (in EGP) | Administrative Fees (in EGP) |
|-------------------------------|---|
| Up to 800,000 | 9,000 |
| 800,001 – 3,200,000 | 9,000 + 0.25% of the claimed amount exceeding 800,000 |
| 3,200,001 – 8,000,000 | 18,000 + 0.935% of the claimed amount exceeding 3,200,000 |
| 8,000,001 – 12,000,000 | 24,000 + 0.4% of the claimed amount exceeding 8,000,000 |
| 12,000,001 – 16,000,000 | 48,000 + 0.2% of the claimed amount exceeding 12,000,000 |
| 16,000,001 – 160,000,000 | 60,000 + 0.1% of the claimed amount exceeding 16,000,000 |
| 160,000,001 – 480,000,000 | 276,000 + 0.05% of the claimed amount exceeding 160,000,000 |
| 480,000,001 – 800,000,000 | 300,000 + 0.0125% of the claimed amount exceeding 480,000,000 |
| 800,000,001 – 1,280,000,000 | 360,000 + 0.00825% of the claimed amount exceeding 800,000,000 |
| 1,280,000,001 – 1,600,000,000 | 420,000 + 0.0375% of the claimed amount exceeding 1,280,000,000 |
| Exceeding 1,600,000,000 | 600,000 |

Appendix (02)

Arbitrators' Fees in Case of Dispute Value Not Exceeding EGP 48,000,000

| Dispute Value (in EGP) | Arbitrator Fees (in EGP) |
|-------------------------------|---------------------------------|
| Up to 800,000 | 12,000 |
| 800,001 – 1,600,000 | 18,000 |
| 1,600,001 – 3,200,000 | 24,000 |
| 3,200,001 – 8,000,000 | 48,000 |
| 8,000,001 – 12,000,000 | 72,000 |
| 12,000,001 – 16,000,000 | 96,000 |
| 16,000,001 – 24,000,000 | 120,000 |
| 24,000,001 – 32,000,000 | 144,000 |
| 32,000,001 – 40,000,000 | 168,000 |
| 40,000,001 – 48,000,000 | 192,000 |

Arbitrators' Fees in Case of Dispute Value Exceeding EGP 48,000,000

Appendix (03)

| Dispute Value (in EGP) | Minimum Arbitrator's Fee (in EGP) | Maximum Arbitrator's Fee (in EGP) |
|-----------------------------------|--|---|
| 48,000,001 – 80,000,000 | 211,380 + 0.20% of the claimed amount exceeding 48,000,000 | 967,524 + 0.731% % of the claimed amount exceeding 48,000,000 |
| 80,000,001 – 160,000,000 | 274,500 + 0.067% of the claimed amount exceeding 80,000,000 | 1,201,524 + 0.479% of the claimed amount exceeding 80,000,000 |
| 160,000,001 – 480,000,000 | 328,500 + 0.035% of the claimed amount exceeding 160,000,000 | 1,584,324 + 0.125% of the claimed amount exceeding 160,000,000 |
| 480,000,001 – 800,000,000 | 436,500 + 0.032% of the claimed amount exceeding 480,000,000 | 1,989,924 + 0.12% of the claimed amount exceeding 480,000,000 |
| 800,000,001 – 1,280,000,000 | 537,300 + 0.0173% of the claimed amount exceeding 800,000,000 | 2,376,324 + 0.086% of the claimed amount exceeding 800,000,000 |
| 1,280,000,001 – 1,600,000,000 | 620,100 + 0.011% of the claimed amount exceeding 1,280,000,000 | 2,786,724 + 0.063% of the claimed amount exceeding 1,280,000,000 |
| Exceeding 1,600,000,000 | 656,100 + 0.0056% of the claimed amount exceeding 1,600,000,000 | 2,988,324 + 0.032% of the claimed amount exceeding 1,600,000,000 |