



Middle East  
Court Of  
International Arbitration

# MECIA Arbitration Rules **2024**

Resolution That Powers Progress

Effective as of August 21, 2024

Middle East Court of International Arbitration (MECIA)

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The MECIA Arbitration Rules are available in multiple languages. However, the English version is considered the official and legally binding text. The most recent editions across all languages can be accessed on our website: **[www.mecia.org](http://www.mecia.org)**.

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# ***Foreword***

The Middle East Court of International Arbitration (MECIA) is pleased to present the MECIA Arbitration Rules 2024, designed to uphold the highest standards of impartiality, efficiency, and fairness in international dispute resolution. Drafted and adopted by MECIA's distinguished Advisory Committee, these rules reflect the institution's commitment to providing a modern and flexible framework tailored to the complexities of global commerce.

While MECIA operates across multiple jurisdictions within the Middle East and beyond, our presumptive seat of arbitration is in the cosmopolitan city of Dubai. This strategic location ensures that parties from various legal and cultural backgrounds can access a neutral and well-regarded venue for the resolution of their disputes. MECIA's rules embody the rich legal traditions of the region, while embracing international best practices in arbitration and alternative dispute resolution.

These rules have been crafted to offer parties both procedural flexibility and robust protections, enabling the swift and effective resolution of disputes. They reaffirm MECIA's dedication to fostering international trade and cooperation through equitable dispute resolution, ensuring that justice is not only done but seen to be done in a manner that promotes confidence in the arbitral process.

We are confident that the MECIA Arbitration Rules 2024 will continue to serve as a cornerstone for resolving international disputes, advancing global harmony and economic progress.

**MECIA Arbitration Rules -2024**  
**“Resolution That Powers Progress”**  
**“Solutio Provehit”**

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## Part 1: Introduction

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### Rule 1: Introduction and Scope

#### 1.1 Purpose

The MECIA Arbitration Rules (“Rules”) are designed to provide a fair, efficient, and cost-effective method for resolving disputes through arbitration, both domestically and internationally.

#### 1.2 Definitions

For the purpose of these Rules:

- “Centre/Court” refers to the Middle East Court of International Arbitration (MECIA).
  - “Party” or “Parties” means the claimant(s) and the respondent(s) involved in the arbitration.
  - “Tribunal” refers to a sole arbitrator or a panel of arbitrators appointed to resolve the dispute.
- A “Claim” refers to any assertion made by a party against another party, seeking a substantive relief or remedy under the auspices of these Rules. This includes, but is not limited to, a demand for monetary compensation, specific performance, or declaratory relief.
- An “Award” is the final decision rendered by the Arbitral Tribunal on the merits of the Claims brought before it under these Rules. The Award includes any interim, partial, or final determination that resolves any or all of the issues in dispute, and is binding on the parties.

#### 1.3 Applicability

- Agreement to Arbitrate Under MECIA Rules: These Rules shall apply in any arbitration where parties have expressly agreed in writing to arbitrate a dispute under the Rules of MECIA, or where they have designated MECIA as the arbitral institute to administer their arbitration, whether or not the Rules of MECIA are explicitly mentioned.
- Selection of MECIA as Arbitral Institute: In cases where an agreement, contract, or clause specifies MECIA as the chosen arbitral institute, but does not explicitly refer to the Rules of MECIA, these Rules shall nonetheless govern the arbitration proceedings.
- Selection of MECIA with Alternative Rules: In cases where parties have selected MECIA as the arbitral institute but have expressly agreed in writing to the application of another set of arbitration rules, such as the UNCITRAL Rules or any other, those chosen rules shall govern the arbitration proceedings. This provision honors the principle of party autonomy in the selection of procedural rules.

- **Applicable Version of Rules:** Unless otherwise agreed by the parties in writing, the version of these Rules in effect on the date when the Notice of Arbitration is submitted shall apply to the arbitration. This ensures that the most current version of the Rules is applied, reflecting any recent updates or amendments.

## 1.4 Scope

- These Rules govern the arbitration process from commencement to the award, and supplementary decisions, including interpretation, correction, or an additional award.
- The Rules cover both the conduct of the parties and the Tribunal.

## 1.5 Interpretation

- In case of any ambiguity or inconsistency in these Rules, the Tribunal shall interpret them in a manner that upholds the principles of fairness, efficiency, and swift resolution of disputes.
- The headings used in these Rules are for ease of reference only and shall not be used for interpretative purposes.

## 1.6 Overriding Objective

All Parties, representatives, and the Tribunal must adhere to the overriding objective of ensuring that the arbitration is conducted in a manner that is fair, efficient, considers the complexities and value of the dispute, and respects the equal rights of parties.

## 1.7 Modification

The Tribunal, after consulting with the Parties, may modify any time period set out in these Rules and may also direct a different procedure to be adopted if it is more appropriate for the case.

## **Part 2: Commencement of Arbitration**

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### **Rule 2: Submission of a Request for Arbitration**

2.1 Any party wishing to initiate an arbitration under these Rules (“Claimant”) shall submit a written Request for Arbitration to the Court, which must include:

- A brief description of the nature and circumstances of the dispute;
- The relief sought, including any amount claimed;
- A copy or reference to the arbitration agreement that gives rise to the arbitration;
- The names and contact details of the parties involved;

- Any comments or proposals regarding the number of arbitrators, language, or place of arbitration.

2.2 The Request for Arbitration shall be deemed to have been received on the date it is physically delivered to the Court or, if delivered electronically, on the date it is transmitted via email or through a designated electronic filing system. In the case of electronic delivery, the Request is considered received only if sent to the officially designated email address or filed through the specified electronic system of the Court. For the avoidance of doubt, electronic delivery is equivalent to physical delivery in meeting any submission deadlines or requirements.

2.3 Upon receipt of the Request for Arbitration, and the required administrative fee, the Court shall promptly send an acknowledgment of receipt to the Claimant and a copy of the request to the other party (“Respondent”).

### **Payment of Initial Fees**

2.4 The Request for Arbitration shall be accompanied by the payment of the non-refundable initial fee as prescribed in the Schedule of Costs. The arbitration shall not be deemed to have commenced until the Court has received such payment.

2.5 Failure to pay the initial fee may result in the Court not processing the Request for Arbitration.

#### Acknowledgment of Receipt by MECIA

2.6 Once the Court acknowledges the receipt of the Request for Arbitration, the Respondent shall have a period of [“30 days”] from the receipt of the notice to submit a Response to the Request for Arbitration, as detailed under Part 3 of these Rules.

2.7 The Court shall notify the Claimant and the Respondent of the official commencement date of the arbitration.

## **Part 3: Response and Counterclaims**

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### **Rule 3: Submission of a Response**

3.1 The party against whom the Request for Arbitration is made (“Respondent”) shall submit a written Response to the Centre within [“30 days”] of receiving the Request for Arbitration.

3.2 The Response should contain:



- A confirmation or correction of the names and contact details of the Respondent;
- Any comment in relation to the claims raised in the Request for Arbitration;
- The Respondent's account of the nature and circumstances of the dispute leading to the claim and to the requested relief;
- Any preliminary objections regarding the jurisdiction of the Tribunal or the applicability of the Rules;
- The Respondent's comments or proposals regarding the number of arbitrators, place of arbitration, and language of the proceedings.

## **Rule 4: Counterclaims**

4.1 If the Respondent has a counterclaim or claims for set-off, they shall be raised in the Response. The counterclaim should include:

- A brief description of the nature and circumstances leading to the counterclaim;
- The relief sought;
- Any relevant supporting documentation.

4.2 If the Respondent wishes to raise a counterclaim after submitting the Response, they must do so with the Court's permission and pay the appropriate fee as determined by the Schedule of Costs.

## **Failure to Submit a Response**

4.3 Failure of the Respondent to submit a Response within the stipulated timeframe does not prevent the arbitration from proceeding.

4.4 In the absence of a Response, the claims made in the Request for Arbitration will be treated as denied, unless the Tribunal decides otherwise.

## **Communication and Copies**

4.5 All communications between the Parties and the Court pertaining to the Response and Counterclaims, including those sent electronically, must be in a documented form. This encompasses traditional written formats, such as mailed or hand-delivered documents, as well as digital correspondence like emails and electronic documents. All forms of communication should provide a reliable and retrievable record, ensuring they are suitable for review in the arbitration proceedings.

4.6 The Respondent must provide a number of copies of the Response and associated documents equal to the number of Claimants, plus one for each arbitrator and one for the Court.

## **Part 4: Constitution of the Arbitral Tribunal**

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### **Rule 5: Number of Arbitrators**

5.1 Unless otherwise agreed by the parties, the dispute shall be resolved by a sole arbitrator.

5.2 If the parties have agreed on a three-arbitrator tribunal, each party shall nominate one arbitrator, and the two appointed arbitrators will select the third, who will act as the presiding arbitrator.

#### Appointment of Arbitrators

5.3 If the parties agree on a sole arbitrator, they shall jointly notify the Court of their choice within [“30 days”] from the date of the commencement of the arbitration.

5.4 If the parties cannot agree on the sole arbitrator within the stipulated timeframe, the Court shall appoint the arbitrator.

5.5 In the case of a three-arbitrator tribunal, if a party fails to appoint an arbitrator within the agreed timeframe, or if the two appointed arbitrators cannot agree on the third arbitrator within [“15 days”], the Court shall make the necessary appointment(s).

### **Rule 6: Qualifications of Arbitrators**

6.1 Arbitrators shall be impartial and independent. Upon acceptance of their appointment, arbitrators shall sign a declaration of impartiality and independence, disclosing any facts or circumstances which might be of such a nature as to call into question their independence in the eyes of the parties.

6.2 Any arbitrator may be challenged if circumstances arise that create a justifiable doubt as to their impartiality or independence.

### **Rule 7: Challenge and Replacement of Arbitrators**

7.1 A party wishing to challenge an arbitrator must submit a written statement to the Court specifying the reasons for the challenge within [“15 days”] of becoming aware of the constitution of the arbitral tribunal or of the circumstances justifying the challenge.

7.2 The Court shall decide on the challenge after providing the other party and the challenged arbitrator an opportunity to comment on the challenge.

7.3 If an arbitrator withdraws or is removed, a replacement shall be appointed following the procedure applicable to the appointment of the arbitrator being replaced.

## **Rule 8: Fees and Expenses of the Arbitral Tribunal**

8.1 Arbitrators' Fees and Expenses: The fees and expenses of the arbitrators shall be in accordance with the Schedule of Costs outlined in Appendix I of these Arbitration Rules. This Schedule considers factors such as the amount in dispute, the complexity of the matter, the time spent on the case, and other relevant circumstances, ensuring that the fees and expenses are reasonable and appropriate.

8.2 Determination of Fees and Expenses: The Court will determine the specific arbitrators' fees and expenses based on the guidelines provided in the Schedule of Costs outlined in Appendix I. While this determination will primarily follow the structured framework in the Schedule of Costs, the Court may consult with the parties and the arbitral tribunal as necessary to address any unique aspects or requirements of the case.

## **Part 5: Conduct of Proceedings**

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### **Rule 9: General Principles**

9.1 Proceedings shall be conducted in an expeditious and cost-effective manner, ensuring fairness, impartiality, and an equal opportunity for both parties to present their case.

9.2 The arbitral tribunal shall have the authority to adopt procedures suitable to the case, taking into consideration the provisions of these rules, the agreement of the parties, and the need for a speedy settlement.

### **Language and Translation**

9.3 The language of arbitration shall be as agreed upon by the parties. In the absence of an agreement, the arbitral tribunal shall determine the language(s).

9.4 Documents submitted in any language other than the language of arbitration must be accompanied by a certified translation, unless the tribunal determines otherwise.

**Rule 10: Statements of Claim and Defense**

10.1 Following the constitution of the arbitral tribunal, the claimant shall submit a detailed Statement of Claim, which shall include a factual background, the legal grounds invoked, and the relief sought.

10.2 The respondent shall submit its Statement of Defense in response to the claims raised, including any objections to jurisdiction or the validity of the arbitration agreement.

10.3 If the respondent has a counterclaim, it shall be submitted along with the Statement of Defense.

**Part 6: Evidence and Hearings**

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**Rule 11: Evidence**

11.1 Each party shall have the burden of proving the facts relied upon to support its claim or defense.

11.2 The arbitral tribunal may decide on the admissibility, relevance, materiality, and weight of the evidence presented.

11.4 Unless agreed otherwise by the parties, hearings shall be held in private. The arbitral tribunal may issue orders to protect trade secrets or confidential information.

**Presentation of Evidence**

11.5 The parties shall submit all evidence they wish to rely upon within the timeframe set by the arbitral tribunal.

11.6 At any time during the proceedings, the arbitral tribunal may request the parties to produce additional evidence or clarify any aspect of the evidence already provided.

11.7 The arbitral tribunal shall determine the admissibility, relevance, materiality, and weight of the evidence presented.

**Rule 12: Hearings**

12.1 Upon request by a party or if the tribunal deems it necessary, hearings may be scheduled for the presentation of evidence, witness examination, or oral arguments.

12.2 Hearings may be conducted in person, by teleconference, video conference, or other appropriate means as decided by the tribunal, considering the circumstances of the case and the preferences of the parties.

12.3 Unless otherwise agreed by the parties, hearings shall be held in private. Only the parties, their representatives, the tribunal, and necessary administrative staff shall attend.

12.4 The arbitral tribunal shall have the authority to direct the sequence of witness examination and may limit the time allocated to each party for their presentations and examinations.

**Rule 13: Witness Testimony**

13.1 If a party wishes to present witness testimony, whether fact witnesses or expert witnesses, it shall notify the tribunal and the opposing party within the stipulated timeframe, mentioning the witness's name, role, and a summary of the testimony they are expected to provide.

13.2 The opposing party may object to the testimony of any witness. The arbitral tribunal shall decide on such objections and may decline to hear a witness if their testimony is deemed irrelevant or redundant.

**Rule 14: Expert Witnesses and Reports**

14.1 Parties may present expert witnesses to support their claims or defenses.

14.2 If a party intends to rely on an expert report, it shall provide a copy of the report to the tribunal and the opposing party within the timeframe set by the tribunal.

14.3 The opposing party may submit a counter-expert report in response. The tribunal shall determine the timeframe for such submissions.

14.4 The arbitral tribunal, after consulting the parties, may appoint an independent expert to report on specific issues. The parties shall cooperate with such an expert, providing all necessary information.

## **Rule 15: Post-Hearing Submissions and Closing Statements**

15.1 After hearings, the arbitral tribunal may invite or allow the parties to make post-hearing submissions or closing statements, either orally or in writing, as deemed appropriate.

15.2 Once post-hearing submissions or closing statements are completed, the tribunal shall declare the proceedings closed, after which no further submissions or evidence may be presented, unless otherwise decided by the tribunal for exceptional reasons.

## **Part 7: Interim Measures**

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### **Rule 16: Interim Measures**

16.1 At the request of a party, the arbitral tribunal may grant interim measures it deems necessary to protect the rights of either party or to ensure the enforceability of the award.

16.2 The requesting party may be asked to provide appropriate security in connection with such measures.

### **Rule 17: Request for Interim Measures**

17.1 A party may at any time request the arbitral tribunal to grant interim measures.

17.2 Such a request shall specify the rights to be protected, the interim measures sought, and the reasons why such measures are required.

17.3 The party requesting interim measures shall promptly disclose to the tribunal any material change in the circumstances on the basis of which the measure was requested or granted.

### **Rule 18: Power of the Arbitral Tribunal**

18.1 The arbitral tribunal may take any interim measures it deems necessary, given the nature of the dispute, including measures to

maintain the status quo, preserve assets, or protect evidence.

18.2 Any interim measure ordered by the arbitral tribunal shall be binding upon the parties. The parties shall comply with such orders without delay.

18.3 The arbitral tribunal may, upon a request from a party or on its own motion, modify, suspend, or terminate any interim measures previously granted, based on a change in circumstances.

### **Rule 19: Urgency and Emergency Arbitrator**

19.1 In cases of exceptional urgency, prior to the constitution of the arbitral tribunal, a party may request the appointment of an emergency arbitrator to decide on interim measures.

19.2 The procedure for the appointment and the powers of an emergency arbitrator shall be as provided in the MECIA rules pertaining to emergency arbitration.

### **Rule 20: Responsibility and Compensation**

20.1 A party requesting interim measures may be held responsible for any costs or damages caused by such measures if the tribunal later determines that, in the circumstances, the measures should not have been granted.

20.2 The arbitral tribunal will decide on the allocation of such costs or damages at the time of rendering the final award.

## **Part 8: Awards**

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### **Rule 21: Decisions of the Arbitral Tribunal**

21.1 If there are three or more arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority. In the absence of a majority, the decision shall be made by the presiding arbitrator alone.

21.2 Interlocutory decisions, including those regarding procedural matters, may be made by the presiding arbitrator alone, unless otherwise agreed by the parties or decided by the tribunal.

## **Rule 22: Making of the Award**

22.1 The arbitral tribunal shall render its award in writing, and it shall state the reasons upon which the award is based unless the parties have agreed otherwise.

22.2 The award shall specify the date and place of arbitration, and it shall be deemed to have been made at that place.

22.3 The arbitral tribunal may make separate awards on different issues at different times.

## **Rule 23: Interim, Partial, and Final Awards**

23.1 The tribunal may render interim or partial awards on any issue or claim presented in the arbitration.

23.2 The final award shall resolve all disputes submitted to arbitration and shall include the tribunal's determination on all issues, including the allocation of costs.

## **Rule 24: Award**

24.1 The final award shall be made within a shortened time frame as determined by MECIA, but typically not exceeding six months from the constitution of the tribunal. The tribunal may extend this period up to a maximum of an additional two months in exceptional circumstances.

24.2 The tribunal may state the reasons upon which the award is based in summary form, unless the parties have agreed otherwise.



**Rule 25: Correction and Interpretation of the Award**

25.1 Within a time period determined by the tribunal, a party may request the tribunal to correct any computation, typographical, or similar errors in the award, or to provide an interpretation of a specific part of the award.

25.2 If the tribunal considers the request to be justified, it shall make the correction or give the interpretation within a specified period, which shall form part of the award.

**Rule 26: Transparency and Publication of Arbitral Awards**

26.1 **Publication of Awards:** Subject to the provisions of this Article, MECIA may publish arbitral awards, in whole or in part, in redacted or unredacted form.

26.2 **Consent Requirement:**

a. Prior to the publication of any award, the consent of all parties to the arbitration and the consent of the arbitral tribunal shall be obtained.

b. Such consent shall be sought by the Secretariat of MECIA following the issuance of the final award.

26.3 **Redaction and Anonymization:**

a. In cases where the publication of an award is agreed upon, personal data and sensitive information shall be redacted to protect the confidentiality of the parties and to comply with applicable data protection regulations.

b. MECIA shall ensure that the redacted version of the award preserves the anonymity of the parties, their counsels, and the arbitrators, unless explicitly waived by the concerned parties.

26.4 **Exceptions to Publication:**

a. MECIA may refrain from publishing an award if it determines that the publication would harm the integrity of the arbitration process, violate applicable laws, or unjustly prejudice the interests of any party.

b. Awards related to certain subject matters deemed sensitive or confidential by MECIA, such as intellectual property disputes or trade secrets, shall not be published unless exceptional circumstances justify such publication.

26.5 **Notification and Review Process:**

a. The Secretariat shall notify the parties and the arbitral tribunal of the intended publication and provide a draft of the redacted award for their review.

b. Parties and the arbitral tribunal shall have a specified period, not exceeding [30] days from the date of notification, to raise objections or suggest further redactions.

26.6 **Final Determination:**

- a. The final decision regarding the publication of an award, including the extent of redaction, rests with MECIA, considering any objections or suggestions from the parties or the arbitral tribunal.
- b. The published award shall include a preface indicating that certain parts of the award have been redacted for confidentiality purposes.

26.7 Archive and Access:

- a. All published awards shall be archived and made accessible to the public through MECIA's digital library or other designated platforms.
- b. The published awards shall serve as a resource for the development of jurisprudence and to enhance the transparency and predictability of the arbitral process.

## **Part 9: Costs**

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### **Rule 27: Definition of Costs**

27.1 The costs of arbitration shall encompass the fees and expenses of the arbitrators, administrative fees of MECIA, expenses for expert advice and other assistance required by the arbitral tribunal, and legal and other costs incurred by the parties.

27.2 All costs shall be reasonably incurred and reasonable in their amount.

### **Rule 28: Liability for Costs**

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

28.2 The arbitral tribunal shall, in the final award, specify the total amount of the costs of the arbitration and by whom and to what extent they shall be borne.

**Rule 29: Fees and Expenses of Arbitrators**

29.1 The fees and expenses of the arbitrators shall be determined in accordance with the MECIA Schedule of Costs, unless the parties and arbitrators agree otherwise.

29.2 The arbitral tribunal's fees may be subject to an increase or decrease, depending upon the complexity of the dispute, the expeditiousness of the proceedings, and the manner in which the arbitrators perform their responsibilities.

**Rule 30: Security for Costs**

30.1 At the request of a party and after consulting with all parties, the arbitral tribunal may order a party to provide security for the costs of the arbitration.

30.2 The arbitral tribunal may withhold the final award until any ordered security for costs has been fully paid.

**Rule 31: Advance on Costs**

31.1 MECIA may request the parties to deposit equal amounts as an advance for the costs of the arbitration. Further advances may also be requested if deemed necessary.

31.2 If a requested deposit is not made within the stipulated timeframe, MECIA may suspend or terminate the arbitration.

31.3 Once an award is made, MECIA shall notify the parties and provide them with authenticated copies, upon full settlement of the costs of arbitration.

**Rule 32: Final Account**

32.1 After rendering the final award, MECIA shall present a final financial account of the arbitration to the parties, showing the deposits received, the costs incurred, and any balance returned to the parties or due to MECIA.

32.2 Awards rendered under these rules are final and binding. Parties undertake to carry out the award without delay and waive their rights to any form of recourse against the award, to the extent such waiver is permissible under the applicable law.

## **Part 10: Expedited Procedures**

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### **Rule 33: Application of Expedited Procedures**

33.1 Parties may agree to apply the expedited procedures provided in this Part at any stage of the arbitration proceedings before the final award.

33.2 Unless the parties have otherwise agreed, the expedited procedures shall apply in cases where the amount in dispute does not exceed a threshold to be determined by MECIA or in situations of exceptional urgency.

### **Rule 34: Constitution of the Arbitral Tribunal for Expedited Arbitration**

34.1 Notwithstanding the provisions of Part 4 (Constitution of the Arbitral Tribunal), in expedited arbitration, the case shall be referred to a sole arbitrator to ensure speed and efficiency.

34.2 The parties may jointly nominate the sole arbitrator within a time frame determined by MECIA. If no nomination is made, MECIA shall appoint the arbitrator promptly.

**Reference: This provision overrides the appointment procedures in Part 4 for expedited arbitration, emphasizing faster resolution.**

### **Rule 35: Conduct of Proceedings in Expedited Arbitration**

35.1 Following the constitution of the arbitral tribunal, a case management conference shall be convened promptly to establish the procedure. The focus will be on reducing time, which may include deciding whether to proceed with or without hearings, or to rely solely on written submissions.

35.2 The arbitral tribunal may decide the dispute based on the documents submitted by the parties without a hearing or examination of witnesses or experts, unless a party requests a hearing and the tribunal considers it necessary.

Reference: This rule streamlines the procedural flexibility allowed in Part 5 (Conduct of Proceedings) to ensure faster resolution in expedited cases.

### **Rule 36: Costs**

36.1 The costs of the arbitration conducted under the expedited procedures may be reduced, in accordance with any schedule of costs determined by MECIA for expedited procedures.

### **Rule 37: Applicability of Other Rules**

37.1 Except as provided in this Part, all other provisions of these rules shall apply to arbitrations conducted under the expedited procedures.

## **Part 11: Confidentiality**

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### **Rule 38: Confidentiality of Proceedings**

38.1 Unless otherwise agreed by the parties, all arbitration proceedings under these rules shall be confidential. Parties, their representatives, witnesses, experts, and the arbitral tribunal shall not disclose any information relating to the arbitration to a third party, excluding any information required to be disclosed by law.

38.2 The award may be published, in whole or in part, only if all names and identifying information are redacted or with the consent of all parties.

### **Rule 39: Confidentiality of Deliberations**

39.1 The deliberations of the arbitral tribunal are confidential and shall remain so. Members of the tribunal shall not disclose any aspect of the deliberations to any third party, including the reasons for an individual arbitrator's assent or dissent.

**Rule 40: Protection of Information**

40.1 All parties involved shall take appropriate measures to protect confidential and proprietary information, including trade secrets and intellectual property, during the arbitration process.

40.2 The arbitral tribunal has the authority to issue orders to protect confidential information, including orders for redaction, non-disclosure, restricted access, or in-camera hearings.

**Rule 41: Exceptions to Confidentiality**

41.1 Notwithstanding the above provisions, the disclosure of documents or information in the following circumstances shall not be deemed a breach of the duty of confidentiality:

- a) When required by a legal duty.
- b) To protect or pursue a legal right.
- c) In enforcement or challenge proceedings relating to the award.

41.2 A party wishing to disclose confidential information under Rule 58.1 shall, to the extent possible, give prior written notice to MECIA and the other party or parties, allowing them a reasonable opportunity to take protective measures.

**Rule 42: Confidentiality Undertaking**

42.1 MECIA may require all parties, including witnesses, experts, and tribunal members, to sign a confidentiality undertaking consistent with the provisions of this Part.

**Part 12: Termination of Proceedings**

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**Rule 43: Termination by Agreement**

43.1 If the parties agree on a settlement of the dispute before the final award is made, the arbitral tribunal shall terminate the arbitration

proceedings. The tribunal may, at the request of the parties, record the settlement in the form of a consent award.

#### **Rule 44: Closure of Hearings**

44.1 Once the arbitral tribunal is satisfied that the parties have had a reasonable opportunity to present their cases, it shall declare the hearings closed.

44.2 After the hearings are closed, no further submissions or evidence may be made, or produced by the parties, unless requested or authorized by the arbitral tribunal.

#### **Rule 45: Date of Termination**

45.1 The arbitration proceedings shall be deemed to be terminated on the date of the final award or, if there is no award, the date on which the arbitral tribunal informs the parties and MECIA that it is terminating the proceedings.

#### **Rule 46: Termination in Case of Impediment**

46.1 If there arises an impediment to the proceedings that cannot be resolved by the application of these rules or any applicable law, and which prevents the resolution of the dispute in accordance with these rules, the arbitral tribunal shall inform the parties and MECIA of its intention to terminate the proceedings.

### **Part 13: Miscellaneous**

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#### **Rule 47: Waiver**

47.1 A party that knows of a non-compliance with any provision or requirement of these rules or any requirement under the arbitration agreement, and proceeds with the arbitration without promptly raising

an objection to such non-compliance, shall be deemed to have waived its right to object.

#### **Rule 48: Limitation of Liability**

48.1 Apart from intentional wrongdoing, MECIA, its employees, officers, and the arbitrators appointed under these rules shall not be liable to any party for any act or omission related to the arbitration proceedings.

#### **Rule 49: Interpretation of Rules**

49.1 Any question regarding the interpretation or application of these rules shall be referred to and determined by MECIA.

#### **Rule 50: Administrative Assistance**

50.1 In order to facilitate the conduct of the proceedings, the parties or the arbitral tribunal may at any time seek MECIA's administrative assistance.

#### **Rule 51: Amendments to the Rules**

51.1 MECIA may amend these rules from time to time. Unless stated otherwise, the rules in effect on the date of commencement of the arbitration shall apply.

#### **Rule 52: Language**

52.1 In the absence of an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language(s) to be used in the proceedings. This decision shall be binding, covering written statements, oral communication, hearings, and any award or orders.



**Rule 53: Electronic Communication and Submissions**

53.1 Unless otherwise agreed by the parties or directed by the arbitral tribunal, all communications in the arbitration may be conducted electronically, and documents or information may be submitted in electronic form.

## Appendix I

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### Schedule of Costs

#### 1.Registration Fee:

Set at 1,000€, this non-refundable fee is mandatory for all parties filing for arbitration. It covers the initial administrative processing of the arbitration request, including preliminary review and establishment of the case file. This fee is payable upon submission of the arbitration request and is required to formally initiate the arbitration proceedings. The registration fee ensures that only serious requests are processed, aiding in the efficient management of the arbitration institution's resources. This fee does not contribute towards the final costs of the arbitration, such as arbitrators' fees or other expenses related to the conduct of the arbitration.

#### 2.Arbitrators' Fees:

The fees for arbitrators are determined as a percentage of the dispute value, structured to ensure fairness and proportionality. This tiered fee structure is as follows:

- For disputes up to 500,000€, a fee of %5 is charged, with a minimum fee threshold of 3,000€. This ensures that the arbitrators are adequately compensated for handling smaller disputes.
- For disputes between 500,001€ and 1,000,000€, the fee is set at %4.5 of the dispute value. This slightly reduced percentage reflects the increased value of the dispute.
- In cases where the dispute value ranges from 1,000,001€ to 5,000,000€, a fee of %4 is applicable.
- For larger disputes valued between 5,000,001€ and 10,000,000€, the fee is further reduced to %2.5.
- Disputes over 10,000,001€ up to 50,000,000€ carry a fee of %2.
- For those ranging from 50,000,001€ to 100,000,000€, a fee of %1.5 is charged.
- For exceptionally large disputes exceeding 100,000,000€, the fee is capped at %1.

#### 3.Advance on Costs:

The “Advance on Costs” represents a provisional fund established at the outset of the arbitration process. This fund is intended to cover the estimated fees and expenses of the arbitrators, as well as the administrative fees of the arbitration institution.

- The parties are typically required to deposit %50 of the estimated total arbitration costs upfront. This deposit ensures that the tribunal and

the administrative body have the necessary resources to commence and conduct the arbitration proceedings effectively.

- The advance is determined based on the arbitrators' fees (as outlined in section 2) and estimated administrative expenses, taking into account the complexity and expected duration of the case.
- This advance may be adjusted as the case progresses. For example, in more complex cases that require additional hearings or extended deliberation, the parties might be requested to increase their deposit.
- The advance is held by the arbitration institution and is used to defray costs as they are incurred. Any unused portion of the advance will be refunded to the parties after the final award.

The Advance on Costs ensures that the arbitration process is adequately funded while distributing the financial burden equitably between the parties.

#### **4. Administrative Fees:**

Administrative fees, set at %20 of the arbitrators' fees, are charged to cover the institutional services provided by the arbitration center. These services include, but are not limited to:

- Casemanagement support, ensuring efficient handling of arbitration procedures.
- Administrative assistance in organizing hearings, including scheduling and logistics.
- Communication and coordination between the parties and the arbitral tribunal.
- Maintenance of arbitration records and documents.
- Providing facilities for hearings and meetings, if required.

These fees are essential for the smooth functioning of the arbitration process and support the infrastructure that enables the arbitration institution to offer its services effectively.

#### **5. Additional Costs:**

These costs encompass various expenses that may arise during the arbitration process, billed as they occur. This includes:

- **Hearing Facilities:** Charges for renting venues for hearings, including any associated costs like audio-visual equipment and seating arrangements.
- **Translation Services:** If the arbitration involves parties speaking different languages, professional translation services may be required for documents and during hearings.
- **Transcription Services:** Accurate transcription of hearings and proceedings, which is essential for the record and future reference.
- **Technical Expertise:** Fees for technical or subject-matter experts, who may be needed to provide specialized knowledge or analysis pertinent to the case.

These costs are additional to the arbitrators' and administrative fees and depend on the specific requirements of each case. They are invoiced separately to the parties, usually based on actual usage or as estimated for planned services.

## **6. \*\*Payment Terms\*\*:**

Invoices issued for arbitration fees and expenses must be settled within 30 days of their receipt. To encourage timely payments, late payment may incur additional charges, such as interest or administrative fees. These penalties are designed to offset the cost of delayed payments. In cases where payments are not made, the arbitration proceedings may be suspended. This policy ensures financial compliance and the smooth progression of the arbitration process, preventing delays due to financial disputes or non-payment.

## **7. \*\*Cost Adjustments\*\*:**

The Court has the discretion to modify the cost estimates and required payments throughout the arbitration process. This flexibility allows adjustments based on evolving factors such as the complexity of the issues involved, unforeseen developments, the duration of the proceedings, and any additional resources required for a comprehensive resolution of the dispute. These adjustments ensure that the estimated costs accurately reflect the demands and scale of the arbitration, safeguarding the interests of both the arbitration institution and the participating parties.

## **8. \*\*Final Accounting\*\*:**

At the conclusion of the arbitration process, the Court will provide a detailed final accounting of all costs incurred. This statement will include a comprehensive breakdown of fees and expenses, ensuring transparency. If the total advance on costs exceeds the actual expenses, the surplus will be refunded to the parties. Conversely, if additional expenses were incurred beyond the initial estimate, these will be billed accordingly to ensure that all costs related to the arbitration are fully covered. This final accounting allows for clear closure on the financial aspects of the arbitration.

## Model Arbitration Clauses for MECIA Arbitration

The following model clauses are provided for use in contracts where parties agree to resolve disputes through arbitration under the Rules of the Middle East Court of International Arbitration (MECIA). Parties are encouraged to adapt these clauses to meet the specific needs of their contract while maintaining the essential elements required for MECIA arbitration.

### 1. MECIA Standard Arbitration Clause

“All disputes, controversies, or claims arising out of or in connection with this contract, including questions regarding its existence, validity, breach, or termination, shall be finally resolved by arbitration in accordance with the Rules of Arbitration of the Middle East Court of International Arbitration (MECIA) in force at the time of the commencement of the arbitration. The MECIA Arbitration Rules are deemed incorporated by reference into this clause.

- The number of arbitrators shall be [one/three].
- The seat (legal place) of arbitration shall be [City, Country].
- The language of the arbitration shall be [English/Arabic/other].
- The governing law of the contract shall be the substantive law of [Country].”

Guidance: This clause provides a robust framework for resolving any contractual disputes through MECIA arbitration, ensuring fairness and neutrality across multiple jurisdictions. Parties should fill in the placeholders to reflect their preferences for the arbitrator(s), venue, language, and governing law.

### 2. MECIA Expedited Arbitration Clause

“For disputes arising out of or relating to this contract, which the parties agree shall be subject to expedited arbitration, the following clause applies:

All disputes shall be resolved by arbitration under the MECIA Expedited Arbitration Rules in force at the time of commencement. The Rules are deemed incorporated by reference into this clause.

- The arbitration shall be conducted by a sole arbitrator.
- The seat of arbitration shall be [City, Country].
- The language of the arbitration shall be [English/Arabic/other].
- The governing law of the contract shall be the substantive law of [Country].”

Guidance: This clause allows parties to opt for MECIA’s expedited arbitration, designed to provide a swift resolution while maintaining

procedural integrity. It is particularly suitable for less complex disputes or situations where speed is a priority.

### 3. MECIA Multi-Tiered Dispute Resolution Clause

“In the event of any dispute arising out of or in connection with this contract, the parties shall first seek to resolve the dispute amicably through negotiations.

If the dispute has not been resolved through negotiations within [30] days from the date a party has provided notice of the dispute, the parties shall attempt to settle the dispute by mediation administered by the Middle East Court of International Arbitration (MECIA) under its Mediation Rules, which are deemed incorporated by reference into this clause.

If the dispute is not resolved through mediation within [60] days from the commencement of mediation, or if any party refuses to participate in the mediation, the dispute shall be finally resolved by arbitration in accordance with the Rules of Arbitration of the Middle East Court of International Arbitration (MECIA) in force at the time of commencement of the arbitration. The Rules are deemed incorporated by reference into this clause.

- The number of arbitrators shall be [one/three].
- The seat of arbitration shall be [City, Country].
- The language of the arbitration shall be [English/Arabic/other].
- The governing law of the contract shall be the substantive law of [Country].”

Guidance: The multi-tiered dispute resolution clause provides a structured approach to dispute resolution, moving from negotiation to mediation, and finally to arbitration if the earlier stages do not result in settlement. This process encourages amicable solutions before resorting to arbitration.

#### Notes for Users

- These model clauses offer flexibility to customize for your specific contract.
- Parties are encouraged to seek legal advice when incorporating these clauses to ensure they reflect the specific needs of their agreement and jurisdiction.
- Further details and guidance on MECIA’s Arbitration Rules can be found on the official MECIA web-site: [www.mecia.org](http://www.mecia.org)