

ARBITRATION RULES

CADER

(Centre for Arbitration and Dispute Resolution)

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Section 1 Introductory rules

SCOPE OF APPLICATION

Article 1

- 1 Where the parties to a contract have agreed in writing that disputes in relation to that contract shall be referred to arbitration under the CADER Arbitration Rules, then such disputes shall be settled in accordance with these Rules subject to such modification as parties may agree with in writing
- 2 The Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the Arbitration Law of the Republic of Uganda from which the parties cannot derogate, that provision shall prevail

NOTICE, CALCULATION OF PERIODS OF TIME

Article 2

- 1 Until the arbitral tribunal is finally constituted and determines that it would be appropriate for the parties and the arbitral tribunal to communicate directly, all communication between the parties and arbitrators shall be made through the Registrar. If and when the arbitral tribunal directs that communication shall take place directly between the arbitral tribunal and the parties (with simultaneous copies of the Registrar) all further references in these rules to the Registrar shall thereafter be read as references to the arbitral tribunal
- 2 Where the Registrar, on behalf of the arbitral tribunal, sends any communication to one party, he shall send a copy to each of the other parties
- 3 Where any party sends any communication to the Registrar, it shall include a copy for each arbitrator, and it shall also send copies to all to other parties and inform the Registrar in writing that it has done so
- 4 The addresses for the parties for the purpose of all communications during the proceedings shall be at the time of filing the notice of arbitration be notified to the Registrar and to the other parties

NOTICE OF ARBITRATION

Article 3

- 1 The party initiating recourse to arbitration (hereinafter called the “claimant” shall give to the party (hereinafter called the “respondent”) a notice of arbitration

- 2 Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is filed with the Registrar and the requisite filing fee is paid
- 3 The notice of arbitration shall include the following
 - a) A demand that the dispute be referred to arbitration,
 - b) The names and addresses of the parties,
 - c) A reference to the arbitration clause or the separate arbitration agreement that is invoked,
 - d) A reference to the contract out of or in relation to which the dispute arises,
 - e) The general nature of the claim and an indication of the amount involved,
 - f) A proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon
- 4 The notice of arbitration may also include
 - a) The proposals for the appointment of a sole arbitrator and the appointing authority referred to in article 6, paragraph 1
 - b) The notification of the appointment of an arbitrator referred to in article 7,
 - c) The statement of claim referred to in article 18

REPRESENTATION AND ASSISTANCE

Article 4

The parties may be represented or assisted by persons of their choice. The names and addresses of such persons must be communicated in writing to the Registrar and the other party, such communication must specify whether the appointment is being made for purposes of representation or assistance.

Section II Composition of the arbitral tribunal

NUMBER OF ARBITRATORS

Article 5

If the parties have not previously agreed on the number of arbitrators (i.e. one or three), and if within fifteen days after the receipt by the respondent of the notice of arbitration the parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed

APPOINTMENT OF ARBITRATORS (ARTICLES 6 TO 8)

Article 6

- 1 If a sole arbitrator is to be appointed, either party may propose to the other
 - a) The names of one or more persons, one of whom would serve as the sole arbitrator, and,
 - b) The sole arbitrator shall then be appointed by the appointing authority
- 2 The appointing authority shall, appoint the sole arbitrator as promptly as possible. In making the appointment the appointing authority shall use the following list procedure, unless both parties agree that the list procedure should not be used or unless the appointing authority determines in its discretion that the use of the list-procedure is not appropriate for the case
 - a) At the request of one of the parties the appointing authority shall communicate to both parties an identical list containing at least three names
 - b) Within fifteen days after the receipt of this list, each party may return the list to the appointing authority after having deleted the name or names to which he objects and numbered the remaining names on the list in order of his preference,
 - c) After the expiration of the above period of time the appointing authority shall appoint the sole arbitrator from among the names approved on the list returned to it and in accordance with the order of preference indicated by the parties,
 - d) If for any reason the appointment cannot be made according to this procedure, the appointing authority may exercise its discretion in appointing the sole arbitrator
- 3 In making the appointment, the appointing authority shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator, including the nationality of the arbitrator

Article 7

- 1 If three arbitrators are to be appointed, each party shall nominate one arbitrator. The appointing authority shall appoint the third arbitrator who will act as the presiding arbitrator of the tribunal and shall not be party nominated arbitrator.
- 2 If within thirty days after the receipt of a party's notification of the nomination of an arbitrator the other party has notified the first party of the arbitrator he has nominated, the first party may request the appointing authority to appoint the second arbitrator.

Article 8

- 1 When the appointing authority is requested to appoint an arbitrator pursuant to article 6 or article 7, the appointing authority may require from either party such information as it deems necessary to fulfil its function.
- 2 Where the names of one or more persons are proposed for appointment as arbitrators their full names, addresses and nationalities shall be indicated, together with a description of their qualifications. All appointments of arbitrators shall be made in the name of the appointing authority in accordance with article 6 or 7. The appointing authority may refuse to appoint any arbitrator by a party if it determines that they are not suitable or independent or impartial.

CHALLENGE OF ARBITRATORS (ARTICLES 9 TO 12)

Article 9

- 1 A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, once appointed or chosen, shall disclose such circumstances to the parties unless they have already been informed by him of these circumstances.
- 2 Every prospective arbitrator shall sign a declaration to effect that there are no circumstances wholly to give rise to any justified doubts as to his impartiality or independence and he shall disclose forthwith any such circumstances should they arise after that and before the arbitration is concluded.

Article 10

- 1 Any arbitrator may be challenged if circumstances exist that gives rise to justifiable doubts as to the arbitrator's impartiality or independence and he shall disclose forthwith any such circumstances should they arise after that and before the arbitration is concluded
- 2 A party may challenge the arbitrator nominated by him only for reasons of which he becomes aware after the appointment has been made

Article 11

- 1 A party who intends to challenge an arbitrator shall be send notice of his challenge to the appointing- authority within fifteen days after the appointment of the challenged arbitrator has been notified to the challenging party or within fifteen days after the circumstances mentioned in articles 9 and 10 became known to that party
- 2 The challenge shall be notified to the other party, to the arbitrator who is challenged and to the other members of the arbitral by the appointing authority The notification shall be in writing and shall state the reasons for the challenge
- 3 When an arbitrator has been challenged by one party, the other party may agree to the challenge The arbitrator may also, after the challenge, withdraw from his office In neither case does this imply acceptance of the validity of the ground s for the challenge In both cases the procedure provided in article 6 or 7 shall be used in full for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a party had failed to exercise his rights to appoint or to participate in the appointment

Article 12

- 1 If the other party does not agree to the change and the challenge arbitrator does not withdraw, the decision on the challenge will be made by the appointing authority and such decision shall be final
- 2 If the appointing authority sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in articles 6 to 9

REPLACEMENT OF AN ARBITRATOR

Article 13

- 1 In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in articles 6 to 9 that was applicable to the appointment or choice of the arbitrator being replaced
- 2 In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his performing his functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in the preceding articles shall apply

REPETITION OF HEARINGS IN THE EVENT OF THE REPLACEMENT OF AN ARBITRATOR

Article 14

If under article 11 to 13 the sole or presiding arbitrator is replaced, any hearings may be repeated at the discretion of the arbitral tribunal

Section III Arbitral proceedings

GENERAL PROVISIONS

Article 15

- 1 Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provide that the parties are treated with equality and that at any state of the proceedings each party is given a fully opportunity of presenting his case
- 2 If either party so requests at any stage of the proceedings, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials
- 3 All documents or information supplied to the arbitral tribunal by one party shall at the same time be communicated by that party, and the Registrar

PLACE OF ARBITRATION

Article 16

- 1 Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be the CADER arbitration Court
- 2 The arbitral tribunal may determine the locale of the arbitration within Uganda in agreement with the parties. It may hear witnesses and hold meetings for consultation among its members at any place it deems appropriate, having regard to the circumstances of the arbitration
- 3 The arbitral tribunal may meet at any place it deems appropriate for the inspection of goods, other property or documents. The parties shall be given sufficient notice to enable them to be present at such inspection
- 4 The award shall be made at the place of arbitration

LANGUAGE

Article 17

- 1 Subject to any contrary agreement by the parties, English shall be deemed to be the language of the proceedings and shall apply to the statements of claim, the statement of defence, and any further written statements and, if oral hearings take place, to the language to be used in such hearings
- 2 The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the ——— course of the proceedings, delivered in another language, shall be accompanied by a translation into the language or languages of the proceedings

STATEMENT OF CLAIM

Article 18

- 1 Unless the statement of claim was contained in the notice of arbitration, within a period of time to be determined by the appointing authority, the claimant shall file his statement of claim in writing with the Registrar with proof of service to the Respondent. A copy of the contract, and of the arbitration agreement if not contained in the contract, shall be annexed thereto
- 2 The statement of claim shall include the following particulars
 - a) The names and addresses of the parties,
 - b) A statement of the facts supporting the claim,
 - c) The points at issue,
 - d) The relief or remedy sought

The claimant may annex to his statement of claim all documents he deems relevant or may add a reference to the documents or other evidence he will submit

STATEMENT OF DEFENCE

Article 19

- 1 Within a period of time to be determined by the appointing authority, the respondent shall file his statement of defence in writing, with the Register with proof of service to the claimant
- 2 The statement of defence shall reply to the particulars (b), (c) and (d) of the statement of claim (article 18, para 2) The respondent may annex to his statement the documents on which he relies for his defence or may add a reference to the documents or other evidence he will submit
- 3 In his statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counter-claim arising out of the same contract or rely on a claim arising out of the same contract for the purpose of a set-off
- 4 The provision of article 18, paragraph 2, shall apply to a counter-claim and a claim relied on for the purpose of a set-off

AMENDMENTS TO THE CLAIM OR DEFENCE

Article 20

During the course of the arbitral proceedings either party may amend or supplement his claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim may not be amended in such a manner that the amended claim falls outside the scope of the arbitration clause or separate arbitration agreement. Any such amendments shall be filed with the Registrar.

PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

Article 21

- 1 The arbitral tribunal shall have the power to rule on objection that it has no jurisdiction, including any objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement
- 2 The arbitral tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part For the purpose of article 21, an arbitration clause which forms part of a contract and which provides for arbitration under the these Rules shall be treated as an agreement independent of the other terms of the contract A decision by the arbitral tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause
- 3 A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than in the statement of defence or, with respect to a counter-claim, in the reply to the counter-claim
- 4 In general, the arbitral tribunal should rule on a plea concerning its jurisdiction as a preliminary question However, the arbitral tribunal may proceed with the arbitration and rule on such a plea in the final award

FURTHER WRITTEN STATEMENT

Article 22

The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements

PERIODS OF TIME

Article 23

The periods of time fixed by the, appointing authority and the arbitral tribunal for the communication of written statements (including the statements of claim and statement of defence) should not exceed forty-five days However the arbitral tribunal may extend the time-limits if it concludes that an extension is justified

EVIDENCE AND HEARINGS (ARTICLES 24 AND 25)

Article 24

- 1 Each party shall have the burden of providing the facts relied on to support his claim or defence
- 2 The arbitral tribunal may, if it considers it appropriate, require a party to deliver to the tribunal and to the other party, within such a period of time as the arbitral tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts in issue set out in his statement of claim or statement of defence
- 3 At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the tribunal shall determine

Article 25

- 1 In the event of an oral hearing, the Registrar shall give the parties adequate advance notice of the date, time and place thereof
- 2 If witnesses are to be heard, at least fifteen days before the hearing each party shall communicate to the Registrar and to the other party the names and addresses of the witnesses he intends to present, the subject upon and the languages in which such witnesses will give their testimony
- 3 The Registrar shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case, or if the parties have agreed thereto and have communicated such agreement to the Registrar at least fifteen days before the hearing
- 4 Hearings shall be held in camera unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses during the testimony of other witnesses. The arbitral tribunal is free to determine the manner in which witnesses are examined
- 5 Evidence of witnesses may also be presented in the form of written statements signed by them
- 6 The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered

INTERIM MEASURES OF PROTECTION

Article 26

- 1 At the request of either party the arbitral tribunal may take any interim measures it deems necessary in respect of the subject-matter of the dispute, including measures for the conservation of the goods forming the subject-matter in dispute, such as ordering their deposit with a third person or the sale of perishable goods
- 2 Such interim measures may be established in the form of an interim award The arbitral tribunal shall be entitled to require security for the costs of such measures
- 3 A request for interim measures addressed by any party to the High Court shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement

EXPERTS

Article 27

- 1 The arbitral tribunal may appoint one or more experts to report to it, in writing, on specific issues to be determined by the tribunal A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties
- 2 The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he may require of them Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral for decision
- 3 Upon the receipt of the expert's report, the Registrar shall communicate a copy of the report to the parties who shall be given the opportunity to express in writing, their opinion on the report A party shall be entitled to examine any document on which the expert has relied in his report
- 4 At the request of either party the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert At this hearing either party may present expert witnesses in order to testify on the points at issue The provision of article 25 shall be applicable to such proceedings

DEFAULT

Article 28

- 1 If, within the period of time fixed by the appointing authority, the claimant has failed to file his claim without showing sufficient cause for such failure, the appointing authority shall

issue an order for the termination of the arbitral proceedings. If, within the period of time fixed by the appointing authority, the respondent has failed to file his statement of defence without showing sufficient cause for such failure, the arbitral tribunal shall order that the proceedings continue.

2. If one of the parties, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
3. If one of the parties, duly invited to produce documentary evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

CLOSURE OF HEARINGS

Article 29

1. The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.
2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to reopen the hearings at any time before the award is made.

WAIVER OF RULES

Article 30

A party who knows that any provision of, or requirement under, these Rules has not been complied with and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.

Section IV The Award

DECISIONS

Article 31

- 1 When there are three arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators
- 2 In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide on his own, subject to revision, if any, by the arbitral tribunal

FORM AND EFFECT OF THE AWARD

Article 32

- 1 In addition to making a final award, the arbitral tribunal shall be entitled to make interim, interlocutory, or partial awards
- 2 The award shall be made in writing and shall be final and binding on the parties. The parties undertake to carry out the award without delay
- 3 The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given
- 4 An award shall be signed by the arbitrators and it shall contain the date on which and the place where the award was made. Where there are three arbitrators and one of them fails to sign, the award shall state the reason for the absence of the signature
- 5 The award may be made public only with the consent of both parties
- 6 Copies of the award signed by the arbitrators shall be communicated to the parties by the Registrar
- 7 The award shall be filed or registered by the arbitral tribunal with the High Court in accordance with arbitration law in force in Uganda and, the tribunal shall comply with this requirements within the period of time required by law

APPLICABLE LAW, AMIABLE COMPOSITEUR

Article 33

- 1 The arbitral tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law of Uganda.
- 2 The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorised the arbitral tribunal to do so and if the law applicable to the arbitral procedure permits such arbitration.
- 3 In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usage's of the trade applicable to the transaction.

SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

Article 34

- 1 If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.
- 2 If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.
- 3 Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the Registrar to the parties. Where an arbitral award on agreed terms is made, the provisions of article 32, paragraphs 2 and 4 to 7, shall apply.

INTERPRETATION OF THE AWARD

Article 35

- 1 Within thirty days after the receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal give an interpretation of the award
- 2 The interpretation shall be given in writing within forty-five days after the receipt of request
The interpretation shall form part of the award and the provisions of article 32, paragraphs 2 to 7, shall apply

CORRECTION OF THE AWARD

Article 36

Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may within thirty days after the communication of the award make such correction on its own initiative.

Such corrections shall be in writing, and the provisions of article 32, paragraphs 2 to 7, shall apply,

ADDITIONAL AWARD

Article 37

- 1 Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award
- 2 If the arbitral tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within sixty days after the receipt of the request
- 3 When an additional award is made, the provisions of article 32, paragraphs 2 to 7 shall apply

COSTS (ARTICLES 38 TO 40)

Article 38

The arbitral tribunal shall fix the costs of arbitration in accordance with the schedule of fees and costs of CADER in its award. Such costs shall include but shall not be limited to

- 1 The travel and other expenses incurred by the arbitrators,
- 2 The costs of expert advice and of other assistance required by the arbitral tribunal,
- 3 The travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal,
- 4 The costs for legal representation and assistance of the successful party if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable,
- 5 Any fees and expenses of the appointing authority

Article 39

The fees of the arbitral tribunal shall be reasonable in amount, taking into account the schedule of fees and costs of CADER

Article 40

- 1 Except as provided in paragraph 2, the costs of arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case and the schedule of fees and costs of CADER
- 2 With respect to the costs of legal representation and assistance the arbitral tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear costs or may apportion such costs between the parties if it determines that apportionment is reasonable
- 3 When the arbitral tribunal issues an order for the termination of the arbitral proceedings or make an award on agreed terms, it shall fix the costs of arbitration referred to in article 38 and article 39, in the text of that order or award
- 4 No additional fees may be charged by an arbitral tribunal for interpretation or correction or completion of its award under articles 35 to 37

DEPOSIT OF COSTS

Article 41

- 1 The appointing authority, on its establishment, may request each party to deposit an equal amount as an advance for the costs referred to in article 38

- 2 During the course of the arbitral proceedings the appointing authority may request supplementary deposits from the parties
- 3 If the required deposits are not paid in full within thirty days after the receipt of the request, the appointing authority shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the appointing authority may order the suspension or termination of the arbitral proceedings
- 4 After the award has been made, the Registrar shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties

ADMINISTRATION

Article 42

- 1 There shall be a President and two Vice Presidents of CADER who shall be the administrative heads of CADER and who shall carry out such functions as are provided for by these rules
- 2 In carrying out their functions, the President and his Vice President shall be free to draw out their own internal regulations
- 3 There shall be a Registry of CADER which shall be headed by the Registrar who shall carry out such functions as are provided for under these rules
- 4 The Registrar shall also act as secretary to all meetings of the President and Vice President
- 5 All the functions of the President and Vice President provided for by these rules shall be executed through the Registrar

INTERPRETATION

Article 43

“APPOINTING AUTHORITY”	The President of CADER or in his absence any of his Vice Presidents
CADER’	THE CENTRE FOR ARBITRATION AND DISPUTE RESOLUTION
“CADER COURT”	The court facility provided by the CENTER FOR ARBITRATION AND DISPUTE RESOLUTION for hearing arbitration and other forms of dispute resolution Techniques
“REGISTRAR”	The Registrar of CADER referred to in article 42 of these rules

MODEL ARBITRATION CLAUSE

“Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the CADER arbitration rules at present in force

Note

Parties may wish to consider

- 1 The governing law of this contract shall be
- 2 The number of arbitrators shall be (one or three)
- 3 The place of arbitration shall be (city or town)
- 4 The language(s) to be used in the arbitral proceedings shall be