



Lusaka International Arbitration Centre

LUSAKA INTERNATIONAL ARBITRATION CENTRE (LIAC) MODEL ARBITRATION CLAUSE AND DRAFT ARBITRATION RULES

As the general public may recall, following the incorporation of the Lusaka International Arbitration Centre (LIAC) as an alternative dispute resolution administration body by the private sector bodies including the Law Association of Zambia, the Chartered Institute of Arbitrators, Zambia Chapter, Zambia Chamber of Commerce and Industry, Zambia Chamber of Mines, the Bankers Association of Zambia, Engineering Institution of Zambia, Association of Consulting Engineers of Zambia, Zambia Institute of Chartered Accountants among others, the Board drawn from the representative institutions commenced the process of operationalisation of LIAC.

We are now pleased to inform the general public that the Board has approved the Model Arbitration Clauses that allow parties to incorporate LIAC arbitration in their agreements. Once incorporated, any dispute that may ensue between the parties will then be administered by LIAC under the LIAC Arbitration Rules. The following as the approved Model Arbitration Clauses for your attention:

LIAC Model Arbitration Clauses

LIAC Arbitration Clause

Any dispute, controversy or claim arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Lusaka International Arbitration Centre (LIAC) in accordance with the LIAC Arbitration Rules for the time being in force, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be [one/three] unless the parties agree otherwise in writing.

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

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

The governing law of the contract shall be the law of [x].



Lusaka International Arbitration Centre

Existing Dispute

A dispute having arisen between the parties concerning (.....), the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration administered by the Lusaka International Arbitration Centre (LIAC) in accordance with the LIAC Arbitration Rules for the time being in force.

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

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

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

The governing law of the contract shall be the law of [x].

Apart from Arbitration, LIAC also administers other types of alternative dispute resolution mechanisms such as Mediation and Adjudication under the applicable LIAC Rules.

Meanwhile, the Board has also approved for circulation and comment the Lusaka International Arbitration Centre Arbitration Rules 2024.

Comments and suggestions on the rules can be directed to the following email addresses:

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Dated this 17th January, 2024

Board of Directors

Lusaka International Arbitration Centre



Lusaka International Arbitration Centre

**ARBITRATION RULES OF THE LUSAKA
INTERNATIONAL ARBITRATION CENTRE**

LIAC RULES

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SECTION I

INTRODUCTORY RULES

Article 1: Scope of Application and Interpretation

1. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the Rules of Arbitration of the Lusaka International Arbitration Centre(the “LIAC Arbitration Rules” or the “Rules”), then the parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to and administered by LIAC in accordance with these Rules, subject to such modification as the parties may agree.
2. Where the parties have agreed to submit their disputes to arbitration under the Rules, they shall be deemed to have submitted to the Rules in effect on the date of commencement of the arbitration proceedings, unless agreed otherwise.
3. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.
4. In these Rules:

“Award”: includes a partial, interim or final award and an award of an Emergency Arbitrator;

“Court”: means the Court of Arbitration of LIAC and includes a Committee of the Court;

“Emergency Arbitrator”: means an arbitrator appointed in accordance with paragraph 3 of Annex 2;

“Rules”: means the Arbitration Rules of the Lusaka International Arbitration Centre;

“LIAC”: means the Lusaka International Arbitration Centre; and

“Tribunal”: includes a sole arbitrator or all the arbitrators where more than one arbitrator is appointed.

Any pronoun in these Rules shall be understood to be gender- neutral. Any singular noun shall be understood to refer to the plural in the appropriate circumstances.

5. The Centre may publish guidelines, through Practice Notes, to guide the users on best practices under these Rules.

The following Annexes constitute an integral part of the Rules:

- **Annex 1 – Schedule of Fees;**
- **Annex 2 - Emergency Arbitrator Rules;**
- **Annex 3 - Expedited Arbitration Rules;**
- **Annex 4 – Criteria for Listing on the LIAC Panel of Arbitrators**
- **Annex 5 – Terms of Engagement of Arbitrators**
- **Model 6 - Model Arbitration Clauses.**

Article 2: Notice and Calculation of Periods of Time

1. A notice, including a notification, communication or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.
2. If an address has been designated by a party specifically for this purpose or authorized by the arbitral tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed to have been received. Delivery by electronic means such as facsimile or e-mail may only be made to an address so designated or authorized.
3. In the absence of such designation or authorization, a notice is deemed to be received if:
 - a) It is physically delivered to the addressee or to its representative;
 - b) It is delivered at the place of business, habitual residence or mailing address of the addressee;
 - c) If it is delivered to any address agreed by the parties;
 - d) If it is delivered to any relevant location mentioned in any contract or other legal instrument out of or in relation to which the dispute arises; or
 - e) If it is delivered at the email address which the addressee holds out to the public at the time of such communication.
4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3 of this Article, a notice is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means that provides a record of delivery or of attempted delivery.
5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4 of this Article or attempted to be delivered in accordance with paragraph 4 of this Article. A notice transmitted by electronic means is deemed to have been received on the day it reaches the addressee's electronic address.
6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, communication or proposal is deemed to have

been received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period. Unless the Centre or the Tribunal determines otherwise, any period of time under these Rules is to be calculated in accordance with Central African Time (CAT;UTC +2).

7. Any notice, including a notification, communication, submission or proposal sent or filed by a party, as well as all documents annexed thereto, shall be submitted in a number of copies equal to the number required to provide one copy for each arbitrator, one copy for each of the remaining parties and one copy for the Centre
8. . The parties may use electronic means of communication, that provides a record of its transmission, unless otherwise ordered by the arbitral tribunal as the case may be, and the Centre shall receive a copy of such electronic communications.
9. Except as otherwise permitted by the arbitral tribunal:
 - a) All communications addressed to the arbitral tribunal by a party shall be filed with the Centre for notification to the arbitral tribunal and the other party(s);
 - b) All communications addressed from the arbitral tribunal to the parties shall be filed with the Centre for notification.
10. Except as provided in these Rules, the Centre may at any time extend or abbreviate any time limits prescribed under these Rules.

Article 3: Notice of Arbitration

1. The party or parties wishing to commence an arbitration under these Rules (the “Claimant”) shall file with the Centre a Notice of Arbitration and the Centre shall communicate it to the other party or parties (the “Respondent”) once the Centre has sufficient copies of the notice of arbitration in accordance with Article 2, paragraph 7 of the Rules and has collected the registration fee required by Article 41 of the Rules.
2. Unless the parties have agreed otherwise, the arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the Respondent.
3. The notice of arbitration shall include the following:
 - a) a demand that the dispute be referred to arbitration;
 - b) the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of the parties to the arbitration and their representatives, if any;
 - c) a reference to the arbitration agreement invoked and a copy of the arbitration agreement;

- d) a reference to the contract or other instrument (e.g. investment treaty) out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument;
 - e) a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;
 - f) a statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal;
 - g) a proposal for the number of arbitrators if not specified in the arbitration agreement;
 - h) unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
 - i) any comment as to the applicable rules of law;
 - j) any comment as to the language of the arbitration; and
 - k) payment of the requisite registration fee under these Rules.
4. The Notice of Arbitration may also include the Statement of Claim referred to in Article 20(2) as well as reference to the existence and identity of any third party funder pursuant to Article 50 of the Rules.
5. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Article 4: Response to the Notice of Arbitration

1. Within 28 days of the receipt of the notice of arbitration, the Respondent shall file with the Centre for communication to the other party(s) a response to the notice of arbitration. The Centre shall communicate the response to the other party(s) once the Centre has sufficient copies of the response to the notice of arbitration in accordance with Article 2, paragraph 7 of the Rules and has collected the registration fee of the counterclaim (if any) required by Article 41 of the Rules. The response to the notice of arbitration shall include:
- a) The name(s) in full, addresses and other contact details of the Respondent;
 - b) The name(s) in full, description, address(es), contact details and proof of authority of any person(s) representing the Respondent in the arbitration (if any);
 - c) A response to the information set forth in the notice of arbitration, pursuant to Article 3, paragraph 3(c) to (j) of the Rules; and

- d) A reference to the existence of any funding agreement and the identity of any third-party funder pursuant to Article 50 of the Rules.
 - e) The response to the notice of arbitration may also include:
 - i. Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;
 - ii. A brief statement describing the nature and circumstances of counterclaims including claims for the purpose of a set-off, if any. Such claims shall be submitted pursuant to Article 3, paragraph 3 (c) to (e). Where counterclaims are made under more than one arbitration agreement, there shall be an indication of the arbitration agreement(s) under which each counterclaim is made; and
 - iii. A notice of arbitration in accordance with Article 3 of the Rules in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant.
2. In case the respondent fails to comply with any of the requirements under paragraph 1 of this Article, the Centre may request the respondent to comply with such requirements.
 3. The Response may also include the Statement of Defence and a Statement of Counterclaim, as referred to in Article 20(3) and Article 20(4).
 4. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the respondent's failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Article 5: Representation and Assistance

1. Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to the Centre. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the arbitral tribunal, or the emergency arbitrator, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal may determine.
2. Any change at any time or addition by a party to its representatives shall be promptly communicated in writing to the other party(s), the arbitral tribunal and the Centre.
3. The arbitral tribunal may, once constituted and after it has afforded an opportunity to the parties to comment in writing within a suitable period of time, take any measure necessary

to avoid a conflict of interest of an arbitrator arising from a change or addition in party representation, including the exclusion of new party representatives from participating, in all or in part, in the arbitral proceedings.

Article 6: Decision not to proceed with the arbitral proceedings.

1. The arbitration shall proceed only if and to the extent that the Centre is satisfied, prima facie, that an arbitration agreement under the Rules may exist or the arbitration has been properly commenced under Article 49 of the Rules.
2. The Centre may, upon the approval of the Court, decide not to proceed with the arbitral proceedings, in whole or in part, if:
 - a) Its prima facie lacks jurisdiction; or
 - b) In the case of multiple arbitration agreements, the arbitration agreements are manifestly incompatible, or the Centre cannot proceed with a single arbitration.
3. In all cases, if the Centre intends to proceed with the arbitral proceedings, it is not required to seek the approval of the Court before taking such decision.
4. Any decision by the Centre that the arbitration shall proceed is without prejudice to the power of the arbitral tribunal to rule on its own jurisdiction.

SECTION II

CONSTITUTION OF THE ARBITRAL TRIBUNAL

Article 7: Number and Appointment of Arbitrators

1. A sole arbitrator shall be appointed in any arbitration under these Rules unless the parties have otherwise agreed; or it appears to the Centre, giving due regard to any proposals by the parties, that the complexity, the quantum involved or other relevant circumstances of the dispute, warrants the appointment of three arbitrators.
2. If the parties have agreed that any arbitrator is to be appointed by one or more of the parties, or by any third person including by the arbitrators already appointed, that agreement shall be deemed an agreement to nominate an arbitrator under these Rules.
3. In all cases, the arbitrators nominated by the parties, or by any third person including by the arbitrators already appointed, shall be subject to appointment by the Centre in its discretion.
4. The Centre shall appoint an arbitrator as soon as practicable. Any decision by the Centre to appoint an arbitrator under these Rules shall be final.
5. The Centre may appoint any nominee whose appointment has already been suggested or proposed by any party.
6. The terms of appointment of each arbitrator shall be fixed by the Centre in accordance with these Rules.
7. The Centre shall transmit the file to any arbitrator once appointed in accordance these Rules.

Article 8: Sole Arbitrator

1. If a sole arbitrator is to be appointed, either party may propose to the other party the names of one or more persons to serve as the sole arbitrator. Where the parties have reached an agreement on the nomination of a sole arbitrator, Article 6.3 shall apply.
2. If within 14 days after the date of commencement of the arbitration, or within the period otherwise agreed by the parties or set by the Centre, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the Centre shall appoint the sole arbitrator.
3. In making the appointment, the Centre shall use the following procedure, unless the parties agree that such procedure should not be used or unless the Centre determines in its discretion that the use of such procedure is not appropriate for the case:

- a) The Centre shall communicate to each of the parties an identical list containing at least three names;
 - b) Within 7 days after the receipt of this list, each party shall return the list to the Centre after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;
 - c) After the expiration of the above period of time, the Centre shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties; and
 - d) If for any reason the appointment cannot be made according to this procedure, the Centre may exercise its discretion in appointing the sole arbitrator.
4. In making the appointment of the sole arbitrator, the Centre shall have regard to such considerations as are likely to secure the appointment of an available, independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties in case they are not of a common nationality. The Centre shall also take into account the qualifications and the ability of the arbitrator to conduct the arbitration in accordance with the Rules, and considerations of diversity.

Article 9: Three Arbitrators

1. If three arbitrators are to be appointed, each party shall nominate one arbitrator.
2. If a party fails to make a nomination of an arbitrator within 7 days after receipt of a party's nomination of an arbitrator, or within the period otherwise agreed by the parties or set by the Centre, the Centre shall proceed to appoint an arbitrator on its behalf.
3. Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties or within 14 days of nomination of the second arbitrator, the Centre shall appoint the third arbitrator, who shall be the presiding arbitrator.

Article 10: Multi-Party Appointment of Arbitrator(s)

1. Where there are more than two parties to the arbitration, and a sole arbitrator is to be appointed, the parties may agree to jointly nominate the sole arbitrator. In the absence of such joint nomination having been made within 21 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Centre, the Centre shall appoint the sole arbitrator.
2. Where there are more than two parties to the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be appointed in accordance with Article 8 paragraph 3. In the absence of both such joint nominations having been made within 21 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Centre, the Centre shall appoint all three arbitrators and shall designate one of them to be the presiding arbitrator.

Article 11: Qualifications of Arbitrators

1. Any arbitrator appointed in an arbitration under these Rules, whether or not nominated by the parties, shall be and remain at all times independent and impartial.
2. In appointing an arbitrator under these Rules, the Centre shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations that are relevant to the impartiality or independence of the arbitrator.
3. The Centre shall also consider whether the arbitrator has sufficient availability to determine the case in a prompt and efficient manner that is appropriate given the nature of the arbitration.
4. A nominated arbitrator shall disclose to the parties and to the Centre any circumstances that may give rise to justifiable doubts as to his impartiality or independence as soon as reasonably practicable and in any event before his appointment.
5. An arbitrator shall immediately disclose to the parties, to the other arbitrators and to the Centre any circumstances that may give rise to justifiable doubts as to his impartiality or independence that may be discovered or arise during the arbitration.

6. No party or person acting on behalf of a party shall have any ex parte communication relating to the case with any arbitrator or with any candidate for appointment as party-nominated arbitrator, except to advise the candidate of the general nature of the controversy and of the anticipated proceedings; to discuss the candidate's qualifications, availability or independence in relation to the parties; or to discuss the suitability of candidates for selection as the presiding arbitrator where the parties or party-nominated arbitrators are to participate in that selection.
7. No party or person acting on behalf of a party shall have any ex parte communication relating to the case with any candidate for presiding arbitrator.

Article 12: Challenge of Arbitrators

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess any requisite qualification on which the parties have agreed.
2. A party may challenge the arbitrator nominated by it only for reasons of which it becomes aware after the appointment has been made.

Article 13: Notice of Challenge

1. A party that intends to challenge an arbitrator shall file a notice of challenge with the Centre in accordance with the requirements of paragraph 2 within 14 days after receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances specified in Article 11 paragraphs 1 or 2 became known or should have reasonably been known to that party.
2. The notice of challenge shall state the reasons for the challenge. The date of receipt of the notice of challenge by the Centre shall be deemed to be the date the notice of challenge is filed. The party challenging an arbitrator shall, at the same time as it files a notice of challenge with the Centre, send the notice of challenge to the other party, the arbitrator who is being challenged and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and shall notify the Centre that it has done so, specifying the mode of service employed and the date of service.
3. The party making the challenge shall pay the requisite challenge fee under these Rules in accordance with the applicable Schedule of Fees. If the party making the challenge fails to pay

the challenge fee within the time limit set by the Centre, the challenge shall be considered as withdrawn.

4. After receipt of a notice of challenge under paragraph 2, the Centre may order a suspension of the arbitral proceedings until the challenge is resolved. Unless the Centre orders the suspension of the arbitral proceedings pursuant to this paragraph 4, the challenged arbitrator shall be entitled to continue to participate in the arbitration pending the determination of the challenge by the Court in accordance with Article 14.
5. Where an arbitrator is challenged by a party, the other party may agree to the challenge, and the Court shall remove the arbitrator if all parties agree to the challenge. The challenged arbitrator may also voluntarily withdraw from office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
6. If an arbitrator is removed or withdraws from office in accordance with paragraph 5, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced. This procedure shall apply even if, during the process of appointing the challenged arbitrator, a party failed to exercise its right to nominate an arbitrator. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of receipt of the agreement of the other party to the challenge or the challenged arbitrator's withdrawal from office.

Article 14: Decision on Challenge

1. If, within seven days of receipt of the notice of challenge under Article 13, the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily from office, the Court shall decide the challenge. The Court may request comments on the challenge from the parties, the challenged arbitrator and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and set a schedule for such comments to be made.
2. If the Court accepts the challenge to an arbitrator, the Court shall remove the arbitrator, and a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of the Centre's notification to the parties of the decision by the Court.
3. If the Court rejects the challenge to an arbitrator, the challenged arbitrator shall continue with the arbitration.

4. The Court's decision on any challenge to an arbitrator under this Article 14 shall be reasoned, unless otherwise agreed by the parties, and shall be issued to the parties by the Centre. Any such decision on any challenge by the Court shall be final.

Article 15: Replacement of an Arbitrator

1. Except as otherwise provided in these Rules, in the event of the death, resignation, withdrawal or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced.
2. In the event that an arbitrator refuses or fails to act or perform his functions in accordance with the Rules or within prescribed time limits, or in the event of any de jure or de facto impossibility by an arbitrator to act or perform his functions, the procedure for challenge and replacement of an arbitrator provided in Article 12 to Article 14 and Article 15 paragraph 1 shall apply.

Article 16: Repetition of Hearings in the Event of Replacement of an Arbitrator

Where an arbitrator has been replaced, the arbitral tribunal shall, after consultation with the parties, decide whether and to what extent the hearings are to be repeated.

SECTION III

ARBITRAL PROCEEDINGS

Article 17: Conduct of the Proceedings

1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case. The arbitral tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.
2. The arbitral tribunal may, after inviting the parties to express their views and taking into account the circumstances of the case, utilize any technological means as it considers appropriate to conduct the proceedings.
3. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal shall establish the provisional timetable of the arbitration. The arbitral tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.
4. The Tribunal may, in its discretion, direct the order of proceedings, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.
5. Unless otherwise agreed by the parties, the presiding arbitrator may make procedural rulings alone, subject to revision by the Tribunal.
6. The parties shall act in good faith and shall also make every effort to cooperate towards the efficient conduct of the proceedings and to avoid unnecessary delay and expense. The parties undertake to comply with any order made by the arbitral tribunal without delay.
7. If at an appropriate stage of the proceedings any party so requests, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.
8. All communications to the arbitral tribunal and/or the Centre by one party shall be communicated by that party to all other parties. Such communications shall be made at the

same time, except as otherwise permitted by the arbitral tribunal if it may do so under applicable law.

9. Subject to Article 47, the arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.
10. The arbitral tribunal may, after consulting with the parties, appoint a secretary to the arbitral tribunal with no additional fees.

Article 18: Place of Arbitration

1. If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case. The award shall be deemed to have been made at the place of arbitration.
2. The arbitral tribunal may meet at any location it considers appropriate for deliberations. Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.

Article 19: Language

1. In the absence of an agreement by the parties, the arbitral tribunal shall, promptly after its full constitution, determine the language or languages to be used in the proceedings.
2. The arbitral tribunal may order that any documents submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.
3. Until the arbitral tribunal is fully constituted, the Centre shall determine the initial language to be used in the proceedings, after taking into account all relevant circumstances including the language of the arbitration agreement.

Article 20: Statement of claim

1. The claimant shall communicate its statement of claim in writing within a period of time to be determined by the arbitral tribunal. The claimant may elect to treat its notice of arbitration

referred to in Article 3 of the Rules as a statement of claim, provided that the notice of arbitration also complies with the requirements of paragraphs 2 and 3 of this Article.

2. The statement of claim shall include the following particulars:
 - a) The names and contact details of the parties;
 - b) A statement of the facts supporting the claim;
 - c) The points at issue;
 - d) The relief or remedy sought with the amount of all quantifiable claims; and
 - e) The legal grounds or arguments supporting the claim.
3. The statement of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.

Article 21: Statement of defence

1. The respondent shall communicate its statement of defence in writing to the claimant and to each of the arbitrators within a period of time to be determined by the arbitral tribunal. The respondent may elect to treat its response to the notice of arbitration referred to in Article 4 as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of paragraph 2 of this Article.
2. The statement of defence shall reply to the particulars (b) to (e) of the statement of claim. The statement of defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent or contain references to them.
3. In its statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.
4. The provisions of Article 19, paragraphs 2 and 3, shall apply to a counterclaim, a claim under Article 4, paragraph 2 (f), and a claim relied on for the purpose of a set-off.
5. If a Statement of Counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Defence to Counterclaim setting out in full detail:
 - a) a statement of facts supporting its defence to the Statement of Counterclaim;
 - b) the legal grounds or arguments supporting such defence; and
 - c) the relief claimed.

Article 22: Amendments to the claim or defence

1. A party may amend its claim, counterclaim or other submissions unless the 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 or counterclaim may not be amended in such a manner that the amended claim or counterclaim falls outside the scope of the arbitration agreement.

Article 23: Pleas as to the jurisdiction of the arbitral tribunal

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.
2. A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has nominated, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.
3. The arbitral tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

Article 24: Further written statements

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. All such submissions shall be

accompanied by copies of all supporting documents which have not previously been submitted by any party.

Article 25: Periods of time

The periods of time for the communication of written statements (including the statement of claim and statement of defence) shall be fixed by the arbitral tribunal. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

Article 26: Interim measures

1. The arbitral tribunal may, at the request of a party, grant interim measures. In case the arbitration has not commenced, or the arbitral tribunal is not fully constituted, an emergency arbitrator may, at the request of a party, be appointed, to determine the requested interim relief as per Annex 2.
2. An interim measure, whether in the form of an order or award or in any other form, is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party, for example and without limitation, to:
 - a) Maintain or restore the status quo pending determination of the dispute;
 - b) Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself;
 - c) Provide a means of preserving assets out of which a subsequent award may be satisfied; or
 - d) Preserve evidence that may be relevant and material to the resolution of the dispute.
3. The party requesting an interim measure under paragraphs 2 (a) to (c) shall satisfy the arbitral tribunal that:
 - a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
 - b) There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

4. With regard to a request for an interim measure under paragraph 2 (d), the requirements in paragraphs 3 (a) and (b) shall apply only to the extent the arbitral tribunal considers appropriate.
5. The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.
6. The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
7. The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.
8. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.
9. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Article 27: Evidence

1. Each party shall have the burden of proving the facts relied on to support its claim or defence.
2. The Tribunal may require the parties to give notice of the identity of witnesses, including expert witnesses, whom the parties intend to produce, the subject matter of their testimony and its relevance to the issues.
3. Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.
4. Subject to Article 28 paragraph 3, any party may request that such a witness should attend for oral examination. If the witness fails to attend for oral examination, the Tribunal may place such weight on the written testimony as it thinks fit, disregard such written testimony, or exclude such written testimony altogether.
5. At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine.

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

Article 28: Hearings

1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof. Any hearings may be held in person, remotely by videoconference or other appropriate means, or in a hybrid form, as decided by the arbitral tribunal after consulting with the parties.
2. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal.
3. Hearings shall be held in camera unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of such other witnesses, except that a witness, including an expert witness, who is a party to the arbitration shall not, in principle, be asked to retire.
4. The arbitral tribunal may direct that witnesses, including expert witnesses, be examined through means of telecommunication that do not require their physical presence at the hearing (such as videoconference).

Article 29: Experts appointed by the Arbitral Tribunal

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

3. The parties shall give the expert, the arbitral tribunal and the other party any relevant information or produce for his or her inspection any relevant documents or goods that he or she 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 tribunal for decision.
4. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties, which 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 or her report.
5. At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of Article 28 shall be applicable to such proceedings.

Article 30: Default

1. If, within the period of time fixed by these Rules or the arbitral tribunal, without showing sufficient cause:
 - a) The claimant has failed to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;
 - b) The respondent has failed to communicate its response to the notice of arbitration or its statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; the provisions of this subparagraph also apply to a claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.
2. If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
3. If a party, duly invited by the arbitral tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

Article 31: Closure of hearings

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 initiative or upon application of a party, to reopen the hearings at any time before the award is made.

Article 32: Waiver of right to object

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

SECTION IV

THE AWARD

Article 33: Decisions

1. When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. Failing a majority decision, the presiding arbitrator alone shall make the Award for the Tribunal.
2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide alone, subject to revision, if any, by the arbitral tribunal.

Article 34: Form and effect of the award

1. The arbitral tribunal may make separate awards on different issues at different times.
2. The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate.
3. Before making any Award, the Tribunal shall submit such Award in draft form to the Centre. Unless the Centre extends the period of time or unless otherwise agreed by the parties, the Tribunal shall submit the draft Award to the Centre not later than 42 days from the date on which the Tribunal declares the proceedings closed. The Centre may, as soon as practicable, suggest modifications as to the form of the Award and, without affecting the Tribunal's liberty to decide the dispute, draw the Tribunal's attention to points of substance. No Award shall be made by the Tribunal until it has been approved by the Centre as to its form.
4. All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.
5. 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.
6. An award shall be signed by the arbitrators, and it shall contain the date on which the award was made and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.

7. The Centre shall communicate the award to the parties as soon as practicable after affixing its seal to the award, provided that the Costs in accordance with Article 40, paragraph 2 of the Rules have been fully paid to the Centre by the parties or by one of them.
8. Additional copies certified true by the Centre shall be made available on request and at any time to the parties or their authorised representatives to this effect, but to no one else. The Centre shall collect a fixed fee for providing this service.
9. An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.

Article 35: Applicable Law, amiable compositeur

1. The arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law which it determines to be appropriate.
2. The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorized the arbitral tribunal to do so.
3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

Article 36: Settlement or other grounds for Termination

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the arbitral 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. Whenever an arbitral award on agreed terms is made, the provisions of Article 34, paragraphs 3, 4 and 5 of the Rules shall apply.
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 there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so.

3. The order for termination of the arbitral proceedings may be signed by the presiding arbitrator alone, unless otherwise agreed by the parties, and shall be communicated to each of the parties through the Centre.

Article 37: Interpretation of the Award

1. Within 28 days after the receipt of the award, a party, with notice to the other parties and the Centre, may request that the arbitral tribunal give an interpretation of the award. The arbitral tribunal may invite the other party(s) to comment on the said request within 14 days.
2. If the arbitral tribunal considers the request to be justified, the interpretation shall be given in writing within 14 days after the expiry of the period for comments on the request. The interpretation shall form part of the award and the provisions of Article 34, paragraphs 3 to 8, shall apply.
3. The Centre may, if necessary, extend the period of time within which the Tribunal shall make an interpretation of an Award under this Rule.

Article 38: Correction of the Award

1. Within 28 days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the arbitral tribunal considers that the request is justified, it shall make the correction within 14 days of receipt of the request.
2. The arbitral tribunal may within 28 days after the communication of the award make such corrections on its own initiative.
3. Such corrections shall be in writing and shall form part of the award. The provisions of Article 34, paragraphs 3 to 8, shall apply.
4. The Centre may, if necessary, extend the period of time within which the Tribunal shall make a correction of an Award under paragraph 1.

Article 39: Additional Award

1. Within 28 days after the receipt of the termination order or the award, a party, with notice to the other parties, may request the arbitral tribunal to make an award or an additional award

as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal. The arbitral tribunal may invite the other party(s) to comment on the said request within 14 days.

2. If the arbitral tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 28 days after the expiry of the period for comments on the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.
3. When such an award or additional award is made, the provisions of Article 34, paragraphs 3 to 8, shall apply.

SECTION V

COSTS OF THE ARBITRATION

Article 40: Determination of costs

1. The arbitral tribunal shall fix the costs of arbitration in the final award and, if it deems appropriate, in another decision.
2. The term “**costs**” includes:
 - a) A registration fee to be determined in accordance with Article 41 of the Rules;
 - b) The administrative fees to be determined in accordance with Article 42 of the Rules (the “Administrative Fees”);
 - c) The fees of the arbitral tribunal to be determined in accordance with Article 43 of the Rules (the “Fees of the Arbitral Tribunal”);
 - d) The reasonable travel and other expenses incurred by the arbitrators;
 - e) The reasonable costs of the arbitral tribunal appointed experts pursuant to Article 29 of the Rules and of other assistance (translation, case reporting, etc...) required by the arbitral tribunal;
 - f) The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
 - g) The legal and other costs incurred by the parties in relation to the arbitration (including party appointed experts’ fees and expenses) to the extent that the arbitral tribunal determines that the amount of such costs is reasonable; and
 - h) Any fees and expenses of the appointing authority in case the Centre is not designated as the appointing authority.
3. In relation to interpretation, correction or completion of any award under Articles 37 to 39, the arbitral tribunal may charge the costs referred to in paragraphs 2 (b) to (f), but no additional fees.

Article 41: Registration fee

1. Upon filing the notice of arbitration, the claimant shall pay a registration fee in accordance with the Schedule in Annex 1.
2. The respondent shall pay a registration fee in respect of any counterclaim and set-offs under the Rules.

3. If the registration fee is not paid upon filing the notice of arbitration or the counterclaim, the Centre shall not register the case, the counterclaim or the set-off.
4. The registration fee is non-refundable.

Article 42: Administrative Fees

1. The Administrative Fees shall be determined based on the sum in dispute in accordance with Table 1 of Annex 1 to the Rules.
2. The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs, save for the cases where the Centre fixes separate Costs for the claims and the counterclaims in accordance with Article 45, paragraph 2 of the Rules.
3. Where the sum in dispute cannot be ascertained, the Centre shall determine the Administrative Fees taking all relevant circumstances into account.
4. In exceptional circumstances, the Centre may deviate from the amounts set out in Table 1 of Annex 1 to the Rules.

Article 43: Fees of the Arbitral Tribunal

1. The fees of the Tribunal shall be fixed by the Centre in accordance with the applicable Schedule of Fees in Annex 1, and the stage of the proceedings at which the arbitration concluded. In exceptional circumstances, the Centre may determine that an additional fee over that prescribed in the applicable Schedule of Fees shall be paid.
2. The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs, save for the cases where the Centre fixes separate Costs for the claims and the counterclaims in accordance with Article 45, paragraph 2 of the Rules.
3. Where the sum in dispute cannot be ascertained, the Centre shall determine the Fees of the Arbitral Tribunal taking all relevant circumstances into account.
4. In relation to interpretation, correction or completion of any award under Articles 38 and 39 of the Rules, the arbitral tribunal may charge its expenses referred to in Article 40, paragraph 2 (d) of the Rules, but no additional fees.

Article 44: Deposits of the Administrative Fees and the Fees of the Arbitral Tribunal

1. The parties shall deposit at the Centre the determined Administrative Fees (in accordance with Table 1 of Annex 1 to the Rules and Article 42 of the Rules) and the Fees of the Arbitral Tribunal (in accordance with Table 2 of Annex 1 to the Rules and Article 43 of the Rules) in full within 14 days after the receipt of the request for payment made by the Centre.
2. If the Administrative Fees and the Fees of the Arbitral Tribunal are not paid in accordance with paragraph 1 of this Article, the Centre shall so inform the parties in order that one or more of them may make the required payment within a specified period of time set by the Centre. If such payment is not made, the Centre may suspend or terminate the arbitral proceedings if the arbitral tribunal has not yet been fully constituted, or if it has not yet commenced the conduct of the proceedings, otherwise the Centre may request the arbitral tribunal to make such suspension or termination of the arbitral proceedings.
3. Save for the registration fee under Article 41 of the Rules, unless otherwise agreed by the parties, the Administrative Fees and the Fees of the Arbitral Tribunal are payable in equal shares by the parties. Where counterclaims or set-offs are submitted, the Centre may, at the request of a party, decide that each party shall pay the Administrative Fees and the Fees of the Arbitral Tribunal corresponding to its claims, taking into consideration the relevant circumstances of the case.
4. The amount of any Administrative Fees and the Fees of the Arbitral Tribunal fixed by the Centre may be subject to re-adjustment at any time during the course of the arbitration based on the change in the aggregate value of the claims, counterclaims and set-offs. The arbitral tribunal shall inform the Centre of any change in the sum in dispute. If the relevant payment relating to the re-adjustment is not made within the specified period of time set by the Centre, the Centre may request the arbitral tribunal to suspend or terminate the arbitral proceedings with respect to the re-adjusted sum claimed, counterclaimed or subject of a set-off.
5. Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Centre. Such estimate may be based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available.
6. The Centre may from time-to-time direct parties to make further deposits towards the costs of the arbitration.

7. The parties are jointly and severally liable to the Centre for the Administrative Fees and the Fees of the Arbitral Tribunal. Any party is free to pay the whole of the deposits towards the costs of the arbitration should the other party fail to pay its share.
8. In all cases, the costs of the arbitration shall be finally determined by the Centre at the conclusion of the proceedings. If the claim and/or counterclaim is not quantified, the Centre shall finally determine the costs of the arbitration, as set out in Article 40, in its discretion. The Centre shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration concluded. In the event that the costs of the arbitration determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing an agreement, in the same proportions as the deposits were made.
9. All deposits towards the costs of the arbitration shall be made to and held by LIAC. Any interest which may accrue on such deposits shall be retained by LIAC.

Article 45: Payment of costs

1. Before awarding the Costs, the arbitral tribunal shall request that the Centre provides a statement relating to the deposits made by the parties and, to the extent applicable, request from the parties their legal fees and other costs incurred in relation to the arbitration.
2. The Costs shall be paid by the parties to the Centre in accordance with the Centre's directions.

Article 46: Expenses

In addition to the Administrative Fees and the Fees of the Arbitral Tribunal, the Centre shall fix an amount to cover any reasonable travel and other expenses referred to in Article 40, paragraph 2 (d), (e), (f) and (h) of the Rules. Such expenses shall be payable in equal shares by the claimant and the respondent. If such expenses are not paid in full within 14 days after the receipt of the request of payment made by the Centre to the parties, the Centre shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Centre may request that the arbitral tribunal suspends or terminates the arbitral proceedings.

SECTION VI

OTHER PROVISIONS

Article 47: Joinder of Additional Parties

1. Prior to the constitution of the Tribunal, a party or non-party to the arbitration may file an application with the Centre for one or more additional parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:
 - a) the additional party to be joined is prima facie bound by the arbitration agreement;
or
 - b) all parties, including the additional party to be joined, have consented to the joinder of the additional party.
2. An application for joinder under paragraph 1 shall include:
 - a) the case reference number of the pending arbitration;
 - b) the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties, including the additional party to be joined, and their representatives, if any, and any arbitrators who have been nominated or appointed in the pending arbitration;
 - c) whether the additional party is to be joined as a Claimant or a Respondent;
 - d) the information specified in Article 3 paragraph 1 (b) and (c) ;
 - e) if the application is being made under paragraph 1(b) of this Article, identification of the relevant agreement and, where possible, a copy of such agreement; and
 - f) a brief statement of the facts and legal basis supporting the application.

The application for joinder is deemed to be complete when all the requirements of this paragraph 2 are fulfilled or when the Centre determines that there has been substantial compliance with such requirements. LIAC shall notify all parties, including the additional party to be joined, when the application for joinder is complete.

3. The party or non-party applying for joinder under paragraph 1 shall, at the same time as it files an application for joinder with the Centre, send a copy of the application to all parties, including the additional party to be joined, and shall notify the Centre that it has done so, specifying the mode of service employed and the date of service.

4. The Court shall, after considering the views of all parties, including the additional party to be joined, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder under paragraph 1. The Court's decision to grant an application for joinder under this paragraph 4 is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Court's decision to reject an application for joinder under this paragraph 4, in whole or in part, is without prejudice to any party's or non-party's right to apply to the Tribunal for joinder pursuant to paragraph 8.
5. Where an application for joinder is granted under paragraph 4, the date of receipt of the complete application for joinder shall be deemed to be the date of commencement of the arbitration in respect of the additional party.
6. Where an application for joinder is granted under paragraph 4, the Court may revoke the appointment of any arbitrators appointed prior to the decision on joinder. Unless otherwise agreed by all parties, including the additional party joined, Article 7 to Article 10 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Court's decision under paragraph 4.
7. The Court's decision to revoke the appointment of any arbitrator under paragraph 6 is without prejudice to the validity of any act done or order or Award made by the arbitrator before his appointment was revoked.
8. After the constitution of the Tribunal, a party or non-party to the arbitration may apply to the Tribunal for one or more additional parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:
 - a) the additional party to be joined is prima facie bound by the arbitration agreement;
 - or
 - b) all parties, including the additional party to be joined, have consented to the joinder of the additional party. Where appropriate, an application to the Tribunal under this paragraph 8 may be filed with the Centre.
9. Subject to any specific directions of the Tribunal, the provisions of paragraph 2 shall apply, mutatis mutandis, to an application for joinder under paragraph 8.
10. The Tribunal shall, after giving all parties, including the additional party to be joined, the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder under paragraph 8. The Tribunal's decision to grant an application for joinder under this paragraph 10 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.

11. Where an application for joinder is granted under paragraph 10, the date of receipt by the Tribunal or the Centre, as the case may be, of the complete application for joinder shall be deemed to be the date of commencement of the arbitration in respect of the additional party.
12. Where an application for joinder is granted under paragraph 4 or paragraph 10, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Article 12.
13. Where an application for joinder is granted under paragraph 4 or paragraph 10, the requisite registration fee under these Rules shall be payable for any additional claims or counterclaims.

Article 48: Consolidation

1. Prior to the constitution of any Tribunal in the arbitrations sought to be consolidated, a party may file an application with the Centre to consolidate two or more arbitrations pending under these Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:
 - a) all parties have agreed to the consolidation;
 - b) all the claims in the arbitrations are made under the same arbitration agreement; or
 - c) the arbitration agreements are compatible, and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.
2. An application for consolidation under paragraph 1 shall include:
 - a) the case reference numbers of the arbitrations sought to be consolidated;
 - b) the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties and their representatives, if any, and any arbitrators who have been nominated or appointed in the arbitrations sought to be consolidated;
 - c) the information specified in Article 3 paragraph 1 (c) and (d);
 - d) if the application is being made under paragraph 1(a), identification of the relevant agreement and, where possible, a copy of such agreement; and
 - e) a brief statement of the facts and legal basis supporting the application.
3. The party applying for consolidation under paragraph 1 shall, at the same time as it files an application for consolidation with the Centre, send a copy of the application to all parties and

shall notify the Centre that it has done so, specifying the mode of service employed and the date of service.

4. The Court shall, after considering the views of all parties, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for consolidation paragraph 1. The Court's decision to grant an application for consolidation under this paragraph is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Court's decision to reject an application for consolidation under this paragraph, in whole or in part, is without prejudice to any party's right to apply to the Tribunal for consolidation pursuant to paragraph 5. Any arbitrations that are not consolidated shall continue as separate arbitrations under these Rules.
5. Where the Court decides to consolidate two or more arbitrations under paragraph 4, the arbitrations shall be consolidated into the arbitration that is deemed by the Centre to have commenced first, unless otherwise agreed by all parties or the Court decides otherwise having regard to the circumstances of the case.
6. Where an application for consolidation is granted under paragraph 4, the Court may revoke the appointment of any arbitrators appointed prior to the decision on consolidation. Unless otherwise agreed by all parties, Article 7 to Article 10 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Court's decision under paragraph 4.
7. After the constitution of any Tribunal in the arbitrations sought to be consolidated, a party may apply to the Tribunal to consolidate two or more arbitrations pending under these Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:
 - a) all parties have agreed to the consolidation;
 - b) all the claims in the arbitrations are made under the same arbitration agreement, and the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s); or
 - c) the arbitration agreements are compatible, the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s), and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

8. Subject to any specific directions of the Tribunal, the provisions of paragraph 2 shall apply, mutatis mutandis, to an application for consolidation under paragraph 7.
9. The Tribunal shall, after giving all parties the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for consolidation under paragraph 7. The Tribunal's decision to grant an application for consolidation under this paragraph 9 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision. Any arbitrations that are not consolidated shall continue as separate arbitrations under these Rules.
10. Where an application for consolidation is granted under paragraph 9, the Court may revoke the appointment of any arbitrators appointed prior to the decision on consolidation.
11. The Court's decision to revoke the appointment of any arbitrator under paragraph 6 or paragraph 10 is without prejudice to the validity of any act done or order or Award made by the arbitrator before his appointment was revoked.
12. Where an application for consolidation is granted under paragraph 4 or paragraph 9, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Article 12.

Article 49: Early dismissal of claims

The arbitral tribunal shall have the power, at the request of any party and after hearing from all other parties, to decide one or more points of law or fact by way of early dismissal, on the basis that a claim is manifestly without legal merit or a claim is manifestly outside the jurisdiction of the arbitral tribunal.

1. A party may apply to the Tribunal for the early dismissal of a claim or defence on the basis that:
 - a) a claim or defence is manifestly without legal merit; or
 - b) a claim or defence is manifestly outside the jurisdiction of the Tribunal.
2. An application for the early dismissal of a claim or defence under paragraph 1 shall state in detail the facts and legal basis supporting the application. The party applying for early dismissal shall, at the same time as it files the application with the Tribunal, send a copy of the application to the other party, and shall notify the Tribunal that it has done so, specifying the mode of service employed and the date of service.

3. The Tribunal may, in its discretion, allow the application for the early dismissal of a claim or defence under paragraph 1 to proceed. If the application is allowed to proceed, the Tribunal shall, after giving the parties the opportunity to be heard, decide whether to grant, in whole or in part, the application for early dismissal under paragraph 1.
4. If the application is allowed to proceed, the Tribunal shall make an order or Award on the application, with reasons, which may be in summary form. The order or Award shall be made within 60 days of the date of filing of the application, unless, in exceptional circumstances, the Centre extends the time.

Article 50: Third party funding

1. A party that is funded by a non-party (“third party”) in relation to the proceedings and its outcome shall disclose to the Centre the existence of the funding and the identity of the funder at the commencement of and throughout the arbitral proceedings. If the third-party providing funding is a juridical person, the disclosure shall include the names of the person and entities that own and control that juridical person.
2. The Centre shall transmit the notice of third-party funding and any notification of changes to the information in such notice to the parties, and to any arbitrator proposed for appointment or appointed.

Article 51: Confidentiality

1. Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential all awards and decisions (including emergency decisions) as well as all materials created for the purpose of the arbitral proceedings, including those submitted by the other parties, not otherwise in the public domain, save and to the extent that a disclosure may be required of a party according to a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority. This undertaking also applies to the arbitrators, emergency arbitrators, the appointed experts, the secretary of the arbitral tribunal and the Centre.
2. The discussions and deliberations of the arbitral tribunal shall be confidential, save and to the extent that a disclosure may be required by a court decision.
3. The Centre undertakes not to publish any decision or arbitral award or any part thereof that reveals the identity of any of the parties without the prior written consent of all parties.

Article 52: Exclusion of liability

1. Save for intentional wrongdoing, any arbitrator, including any Emergency Arbitrator, any person appointed by the Tribunal, including any administrative secretary and any expert, the Centre, members of the Court, and any directors, officers and employees of LIAC, shall not be liable to any person for any negligence, act or omission in connection with any arbitration administered by LIAC in accordance with these Rules.
2. LIAC, including the members of the Court, directors, officers, employees or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not be under any obligation to make any statement in connection with any arbitration administered by LIAC in accordance with these Rules. No party shall seek to make the Centre, any member of the Court, director, officer, employee of LIAC, or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, act as a witness in any legal proceedings in connection with any arbitration administered by LIAC in accordance with these Rules.

Article 53: Retrieval and destruction of documents

1. The party that submits original documents to the Centre shall request in writing the retrieval of such documents within 12 months after the date of communicating a copy of the award to it. The Centre shall not be liable for any of such documents upon the lapse of the said period.
2. All copies of documents submitted by the parties or the arbitrators to the Centre and vice versa may be destroyed upon the lapse of 12 months after the date of communicating a copy of the award to the parties.

Annex 1: Schedule of Fees

(All sums stated are in US dollars)

This Schedule of Fees is effective as of 1 August 2023 and is applicable to all arbitrations commenced on or after 1 August 2023.

Registration Fee (Non-Refundable)

USD 250

Administration Fees

The administration fee calculated in accordance with the Schedule below applies to all arbitrations administered by LIAC and is the maximum amount payable to LIAC.

Table 1: Administration Fees

Sum in Dispute (US\$)	Administration Fees (US\$)
Up to 50,000	1,000
50,001 to 200,000	1,000 + 1.0% excess over 50,000
200,001 to 500,000	2,000 + 0.75% excess over 100,000
500,001 to 1,000,000	4,000 + 0.65% excess over 500,000
1,000,001 to 2,000,000	6,000 + 0.50% excess over 1,000,000
2,000,001 to 5,000,000	10,000 + 0.25% excess over 2,000,000
5,000,001 to 10,000,000	15,000 + 0.125% excess over 5,000,000
10,000,001 to 50,000,000	20,000 + 0.062% excess over 10,000,000
50,000,001 to 80,000,000	30,000 + 0.03% excess over 50,000,000
80,000,001 to 100,000,000	40,000 + 0.02% excess over 80,000,000
Above 100,000,000	50,000

The administration fee does not include the following:

- Fees and expenses of the Tribunal;
- Usage cost of facilities and support services for and in connection with any hearing (e.g. hearing rooms and equipment, transcription and interpretation services); and
- LIAC's administrative expenses.

LIAC will charge a minimum administration fee of US\$1,000, payable for all cases, unless the Centre otherwise determines.

Arbitrator's Fees

For arbitrations conducted pursuant to and administered under these Rules, the fee calculated in accordance with the Schedule below is the maximum amount payable to each arbitrator.

Table 2: Arbitrator's Fees

Sum in Dispute (US\$)	Arbitrator's Fees (US\$)
Up to 50,000	1,250
50,001 to 100,000	1,250+ 2.5% excess over 50,000
100,001 to 500,000	2,500 + 2.5% excess over 100,000
500,001 to 1,000,000	12,500 + 2.5% excess over 500,000
1,000,001 to 2,000,000	25,000 + 1.5% excess over 1,000,000
2,000,001 to 5,000,000	40,000 + 1.25% excess over 2,000,000
5,000,001 to 10,000,000	77,500 + 0.700% excess over 5,000,000
10,000,001 to 50,000,000	112,500 + 0.75% excess over 10,000,000
50,000,001 to 80,000,000	142,500 + 0.05% excess over 50,000,000
80,000,001 to 100,000,000	157,500 + 0.025% excess over 80,000,000
100,000,001 to 500,000,000	162,500 + 0.02% excess over 100,000,000
Above 500,000,000	242,500 + 0.020% excess over 500,000,000 up to a maximum of 500,000

Emergency Interim Relief Fees

The following fees shall be payable in an application for emergency interim relief under Article 26 and Annex 2 to these Rules:

An application under Article 26 and Annex 2 must be accompanied by a payment of the following:

1. Administration Fee for Emergency Arbitrator Applications (Non-Refundable):

US\$500

2. Emergency Arbitrator's Fees and Deposits: The deposits towards the Emergency Arbitrator's fees and expenses shall be fixed at **US\$20,000**, unless the Centre determines otherwise pursuant to Annex 2 to these Rules. The Emergency Arbitrator's fees shall be fixed at **US\$10,000**, unless the Centre determines otherwise pursuant to Annex 2 to these Rules.

Challenge Fee (Non-Refundable)

A party submitting a notice of challenge shall make payment of the following challenge fee pursuant to Article 12:

US\$6,500

Other Fees

Appointment Fees (Non-Refundable)

The appointment fee is payable where a request for appointment of arbitrator(s) is made in an ad hoc case. The fee is payable by the party requesting the appointment. A request for appointment must be accompanied by payment of the appointment fee prescribed below.

1 arbitrator	2 arbitrators	3 arbitrators
US\$2,500	US\$3,500	US\$4,500

Payment Information

1. Payments may be made by a local cheque payable to “Lusaka International Arbitration Centre”.
All cheques should be sent directly to: **Lusaka International Arbitration Centre**
2. Payments may also be made by bank transfer to our bank account (please absorb bank charges). Details are as follows:

Name of Beneficiary : **Lusaka International Arbitration Centre**

Name of Bank :

Bank Branch :

Bank address :

Bank Account :

Swift code :

For easy identification of the remittance, parties are requested to include in their remittance details “Case Reference Number - Claimant

“Respondent”. To help us with tracking the deposits, we request that you send us a copy of the remittance record as soon as the funds are transferred. Please note that LIAC’s policy is to accept payments from the party or its authorised representative (e.g., the party’s counsel).

Parties are advised to check with LIAC for the latest bank account details before making any bank transfer.

Annex 2: Emergency Arbitrator Rules

Article 1 - Emergency arbitrator

1. Concurrent with or following the filing of a notice of arbitration, but before the constitution of the arbitral tribunal, a party initiating recourse to an emergency arbitrator pursuant to Article 26, paragraph 1 of the LIAC Arbitration Rules shall submit its application for urgent interim measures (the “Urgent Application”) to the Centre.
2. The powers of the emergency arbitrator shall be those set out in Article 26, paragraphs 1, 2, 6 and 7 of the LIAC Arbitration Rules. Such powers terminate when an Emergency Decision, as defined in Article 8, paragraph 1 of this Annex, ceases to be binding according to Article 9, paragraph 4 of this Annex.

Article 2 - Urgent Application for the appointment of an emergency arbitrator

1. The Urgent Application shall include the following:
 - a. A description of the circumstances giving rise to the Urgent Application and of the underlying dispute referred or to be referred to arbitration;
 - b. A statement of the urgent measures sought;
 - c. The reasons why the applicant needs urgent measures that cannot await the constitution of an arbitral tribunal;
 - d. Proof of payment of the amount referred to in Article 11, paragraph 1 of this Annex.
2. The Urgent Application shall be drawn up in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.
3. The Urgent Application shall be submitted in a number of copies equal to the number required to provide one copy for the emergency arbitrator, one copy for each of the remaining parties and one copy for the Centre.

Article 3: Communication of the Urgent Application to the other party

As soon as an Urgent Application for the appointment of an emergency arbitrator has been submitted and accepted by the Centre, the Centre shall communicate the Urgent Application to the other party provided that the proof of payment of the amount referred to in Article 11, paragraph 1 of this Annex has been submitted to the Centre.

Article 4: Appointment, challenge and replacement of the emergency arbitrator

1. The Centre shall appoint an emergency arbitrator within as short a time as possible, normally within 2 days from the Centre’s acceptance of the Urgent Application.
2. An emergency arbitrator shall not be appointed if the Centre prima facie lacks jurisdiction over the dispute.

3. The appointment of an emergency arbitrator shall be completed only upon the acceptance of his or her mission. A prospective emergency arbitrator shall sign a statement of acceptance, availability, impartiality and independence communicated by the Centre. The Centre shall provide a copy of such statement to the parties.
4. Every emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute.
5. A party that intends to challenge the emergency arbitrator shall file with the Centre a written notice of its challenge within 2 days after it has been notified of the appointment of the challenged arbitrator, or within 2 days after the circumstances justifying the challenge became known to that party. The notice of challenge shall state the reasons for the challenge. The Centre shall communicate the notice of challenge to all other parties and to the emergency arbitrator who is challenged.
6. If within 2 days from the date of communicating the notice of challenge to all parties the parties do not agree to remove the challenged arbitrator or the latter does not withdraw, the challenge shall be decided by the Court after the Centre has afforded an opportunity for the emergency arbitrator and the other party or parties to provide comments in writing within a suitable period of time.
7. Where an emergency arbitrator has to be replaced during the course of the emergency arbitral proceedings, a substitute emergency arbitrator shall be appointed as per paragraph 1 of this Article. If the emergency arbitrator is replaced, the proceedings shall resume at the stage where the emergency arbitrator was replaced or ceased to perform his or her functions, unless the substitute emergency arbitrator decides otherwise. However, in the event that the replacement takes place and a hearing has been held, another hearing shall be held in the presence of the substitute arbitrator.
8. An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Urgent Application and in respect of which he or she has acted.

Article 5: Place of the emergency arbitrator proceedings

1. If the parties have agreed upon the place of the arbitration, such place shall be the place of the emergency arbitrator proceedings. In the absence of such agreement, the emergency arbitrator shall fix the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of the arbitration pursuant to Article 18, paragraph 1 of the LIAC Arbitration Rules.
2. Any meetings with the emergency arbitrator may be conducted remotely or in person at any location the emergency arbitrator considers.

Article 6: Referral to the emergency arbitrator and written communications

Once an emergency arbitrator has been appointed, the Centre shall promptly refer the Urgent Application, and any other documents or information relating to the Urgent Application, to the emergency arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the emergency arbitrator with a copy to the other party and the Centre. A copy of any written communications from the emergency arbitrator to the parties shall be submitted to the Centre.

Article 7: Conduct of the emergency arbitrator proceedings

The emergency arbitrator may conduct the proceedings in such a manner as he or she considers appropriate, taking into account the urgency inherent in such proceedings and ensuring that each party has a reasonable opportunity to be heard on the Urgent Application.

Article 8: Emergency Decision

1. The emergency arbitrator's decision on the Urgent Application, whether in the form of an order or award or in any other form, shall be referred to as (the "Emergency Decision").
2. The Emergency Decision shall be made within 14 days from the date on which the Centre transmitted the Urgent Application, and any other documents or information relating to the Urgent Application to the emergency arbitrator. This time limit may be extended by agreement of the parties or, in exceptional circumstances, by the Centre.
3. The Emergency Decision shall:
 - a) Be made in writing;
 - b) Contain the date when it was made, the arbitration agreement invoked, the place of the emergency arbitrator proceedings and the reasons upon which the Emergency Decision is based, including a determination on the emergency arbitrator's own jurisdiction; and
 - c) Be signed by the emergency arbitrator.
3. Within the time limit established pursuant to paragraph 2 of this Article, the emergency arbitrator shall send the Emergency Decision to the parties, with a copy to the Centre.
4. The emergency arbitrator may make the Emergency Decision subject to such conditions as he or she thinks fit, including requiring the provision of appropriate security.
5. The Emergency Decision may be made even if in the meantime the arbitral tribunal has been fully constituted.

Article 9: Binding effect of the Emergency Decision

1. An Emergency Decision shall be binding on the parties when rendered and shall have the same effect as an interim measure granted pursuant to Article 26 of the LIAC Arbitration Rules.
2. At the reasoned request of a party, the emergency arbitrator may modify, suspend or terminate the Emergency Decision.
3. By agreeing to arbitration under the LIAC Arbitration Rules, the parties undertake to comply with any Emergency Decision without delay.
4. The Emergency Decision ceases to be binding if:
 - a) The emergency arbitrator, pursuant to paragraph 2 of this Article, or an arbitral tribunal so decides;
 - b) An arbitral tribunal makes a final award, unless the arbitral tribunal expressly decides otherwise;
 - c) The case is not referred to an arbitral tribunal within 90 days from the date of the Emergency Decision. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by the Centre.
 - d) The challenge against the emergency arbitrator is accepted by Court, pursuant to Article 4, paragraphs 6 and 7 of this Annex ; or
 - e) There is a withdrawal of all claims or upon the termination of the arbitral proceedings before the rendering of a final award.
 - f) An arbitral tribunal is not bound by the decision(s) and reasons of the emergency arbitrator.

Article 10: Possibility of resorting to competent judicial authority

The emergency arbitrator provisions are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority. Any request for such measures from a competent judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Article 11: Costs of the emergency arbitrator proceedings

1. The party applying for the appointment of an emergency arbitrator shall pay the costs set out in Annex 1 upon filing the Urgent Application.
2. The costs of the emergency arbitrator proceedings shall be finally determined by the Centre and shall include:
 - a) The fee of the emergency arbitrator; and

- b) The administration fee.
3. At the request of a party, the emergency arbitrator shall in the Emergency Decision apportion the costs of the proceedings, including the reasonable costs incurred by the parties, and costs for legal representation, between the parties, subject to the power of the arbitral tribunal to finally determine the apportionment of such costs.
 4. In the event that the proceedings do not take place pursuant to this Annex or are otherwise terminated prior to the making of an Emergency Decision, the Centre shall determine the amount to be reimbursed to the applicant, if any.

Annex 3: Expedited Arbitration Rules

1. Prior to the constitution of the Tribunal, a party may file an application with the Centre for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule, provided that any of the following criteria is satisfied:
 - a) the amount in dispute does not exceed the equivalent amount of US\$2,000,000, representing the aggregate of the claim, counterclaim and any defence of set-off;
 - b) the parties so agree; or
 - c) in cases of exceptional urgency.

The party applying for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule shall, at the same time as it files an application for the proceedings to be conducted in accordance with the Expedited Procedure with the Centre, send a copy of the application to the other party and shall notify the Centre that it has done so, specifying the mode of service employed and the date of service.

2. Where a party has filed an application with the Centre under paragraph 1, and where the Centre determines, after considering the views of the parties, and having regard to the circumstances of the case, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:
 - a) the Centre may abbreviate any time limits under these Rules;
 - b) the case shall be referred to a sole arbitrator, unless the Centre determines otherwise;
 - c) the Tribunal may, in consultation with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required for the examination of any witness and expert witness as well as for any oral argument;
 - d) the final Award shall be made within six months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Centre extends the time for making such final Award; and
 - e) the Tribunal may state the reasons upon which the final Award is based in summary form, unless the parties have agreed that no reasons are to be given.
3. By agreeing to arbitration under these Rules, the parties agree that, where arbitral proceedings are conducted in accordance with the Expedited Procedure under this Rule, the rules and procedures set forth in paragraph 2 shall apply even in cases where the arbitration agreement contains contrary terms.
4. Upon application by a party, and after giving the parties the opportunity to be heard, the Tribunal may, having regard to any further information as may subsequently become available,

and in consultation with the Centre, order that the arbitral proceedings shall no longer be conducted in accordance with the Expedited Procedure. Where the Tribunal decides to grant an application under this paragraph 4, the arbitration shall continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

Annex 4: Criteria for Listing on the LIAC Panel of Arbitrators

Article 1: Minimum standards for LIAC panel of domestic arbitrators

1. Educational degree(s) and/or professional license(s) appropriate to your field of expertise
2. At least five (5) years post qualification experience;
3. Have undertaken a recognized course of study in the law and practice of arbitration and/or have been at least qualified to the Full Member Membership of the Chartered Institute of Arbitrators or any comparable professional arbitration Institute.
4. Experience as an arbitrator in two or more cases
5. Membership in a professional association(s)
6. Aged between 30 and 70 years.

Article 2: Minimum standards for LIAC panel of international arbitrators

1. Educational degree(s) and/or professional license(s) appropriate to your field of expertise;
2. At least ten (10) years post qualification experience or senior-level business or professional experience;
3. Be a Fellow of Chartered Institute of Arbitrators or any comparable professional arbitration institute;
4. Experience as an arbitrator in five or more cases;
5. Membership in a professional association(s)
6. Aged between 30-75 years

Article 3: Admission

Application for admission to the LIAC Panel of Arbitrators shall be made in writing to the Centre.

The LIAC Board of Directors reserves the right, in its absolute discretion, to admit or to refuse the admission of any person to the Panel.

In exercising its discretion, LIAC Board of Directors will have regard to the qualifications, experience of an applicant as well as to the number of arbitrators currently on the Panel from the country in which the applicant is resident.

LIAC Board of Directors also reserves the right, in its absolute discretion, to remove any person from the Panel at any time.

Article 4: Application fee

The application fee to the Panel of domestic and international arbitrators is shown in Table 3.

Table 3: Application fee for LIAC Panels of Arbitrators

Status	Domestic Arbitration Panel (US\$)	International Arbitration Panel (US\$)	Both panels (US\$)
Resident	100	200	300
Non-Resident	150	250	350

Payment of the application fee to LIAC shall be by local cheque or bank transfer to the LIAC account specified by the Centre.

Article 5: Annual fee

Retention on the domestic and/or international panel shall be subject to payment of an annual fee to be determined by the Board of Directors from time to time.

Annex 5: Terms of Engagement of Arbitrators

1. The Arbitrator's fees shall be determined by the Centre in accordance with the Schedule in Annex 1 to the LIAC Arbitration Rules.
2. The reasonable expenses of the Arbitrator as provided for under Article 40 (1) (d) and (e) of the LIAC Arbitration Rules shall be determined by the Centre after consultation with the Arbitrator.
3. The Arbitrator may not directly or indirectly enter into agreements with the parties or their representatives with respect to his or her fees or expenses.
4. The Fees of the Arbitral Tribunal shall be paid to the Arbitral Tribunal upon rendering its final award signed by it. An advance, not exceeding half of the deposited Fees of the Arbitral Tribunal, may be paid before rendering the final award at the request of the arbitral tribunal, taking into consideration the work performed by the arbitral tribunal and other relevant circumstances.
5. The reasonable expenses of the Arbitral Tribunal shall be reimbursed upon provision of proof of incurring of expenses.
6. Should changes in the composition of the Arbitral Tribunal occur due to the death of an arbitrator, the Centre, in consultation with the re-constituted arbitral tribunal, shall determine the fees of the arbitrator who has died after accepting his or her mission and before rendering the award, having regard to the work he or she has performed and all other relevant circumstances.
7. The arbitrator who is removed according to Article 13 of the LIAC Arbitration Rules or successfully challenged according to Article 14 of the Rules shall not be entitled to any fees, save for any fees already paid to such arbitrator in accordance with paragraph 4 of this Annex.
8. The arbitrator who resigns shall not be entitled to any fees, unless the Centre decides, after consulting the re-constituted arbitral tribunal, to deduct an amount out of its fees for the said arbitrator, having regard to the work performed before his or her resignation, any fees already paid in accordance with paragraph 4 of this Article and other relevant circumstances.

Annex 6: Model Arbitration Clauses

LIAC Arbitration Clause

Any dispute, controversy or claim arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Lusaka International Arbitration Centre (LIAC) in accordance with the LIAC Arbitration Rules for the time being in force, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be [one/three] unless the parties agree otherwise in writing.

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

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

The governing law of the contract shall be the law of [x].

Existing Dispute

A dispute having arisen between the parties concerning (.....), the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration administered by the Lusaka International Arbitration Centre (LIAC) in accordance with the LIAC Arbitration Rules for the time being in force.

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

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

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

The governing law of the contract shall be the law of [x].