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Introduction

It is anticipated that in 2019, a new arbitration code will be published in Morocco, as the project law is under discussion by the Moroccan parliament and the government. This new law should replace the former one of December 6th, 2007 and aims at encouraging international investment in particular, with better and more efficient international arbitral legislation. This would coincide with the kick-off in 2019 of the Casablanca international arbitration and mediation centre ("CIMAC"), which is part of the new Casablanca Finance City.

It should be noted that this new arbitration law, comprising 85 articles together with four miscellaneous end law articles, has not come with very deep changes, as it confirmed the inter partes enforcement proceeding which has existed since the 2007 law application, giving extensive recourse to dilatory proceedings for defendant parties. However, electronic messages duly acknowledged with read receipts are now seen as valid notification for the arbitration agreement or for the arbitral award.

In the same way, the definition of international arbitration has been confirmed as involving the interests of international trade, in which one of the parties at least has its domicile or headquarters abroad. In addition, with the application of the Moroccan State to become a member of the African ECOWAS organisation, OHADA laws and regulations, and especially the arbitral ones applicable to 17 African States with whom Morocco has extensive commercial and investment projects, should be naturally considered as adjacent laws, which Moroccan judicial and legal professionals should familiarise themselves with without delay.

Unless otherwise provided, the following references to "Articles" relate to the applicable articles 306 to 327-54 of the Moroccan civil procedure code of 1974 ("CPC") devoted to domestic and international arbitration. Those aforesaid articles have been published under a specific law n° 08-05 of December 6th, 2007 ("the Law") which is included with the civil procedure code.

Arbitration agreement

Article 307 CPC provides that an arbitration agreement is an agreement by which the parties commit to use arbitration in order to solve an arising or future dispute related to a defined legal relationship regardless of its contractual or non-contractual nature. The Law clearly distinguishes domestic arbitration from international arbitration.

The Law provides that an arbitration may be in the form of an arbitration clause or an arbitration agreement. Article 316 CPC specifies that the arbitration clause is stipulated within a contract, and Article 314CPC defines the arbitration agreement as the contracting parties' decision to submit their dispute to an arbitral tribunal.

Additionally, the minimum essential content of an arbitration agreement will differ depending on the nature of the arbitration agreement, whether domestic or international.

With respect to domestic arbitration, the Law mentions some minimum essential content that will differ depending on whether it is an arbitration clause or an arbitration agreement. Thus, and under penalty of nullity, the arbitration clause must either nominate the arbitrator(s) or at least provide the modalities for their designation. Alternately, Article 315 CPC provides that under penalty of nullity, the arbitration agreement should: (i) determine the subject matter of the dispute; (ii) designate the arbitral tribunal or provide for the terms of its designation; and (iii) determine the litigation scope of the dispute. In addition, under penalty of nullity, the arbitration clause must be stipulated in writing and unequivocally in the main agreement or in a document to which it refers. The same conditions are necessary for the arbitration agreement, which must be in writing, either by authentic instrument or private deed or by minutes drawn up before the arbitral tribunal selected (Article 313 CPC).

With regard to international arbitration, Article 327.41 CPC provides that "*the arbitration agreement may, directly or by reference to arbitration rules, appoint the arbitrator or arbitrators or set down the terms of their appointment as well as those of their replacements*". Indirectly, this Article implicitly provides for the international arbitration agreement to be in written form. Moreover, Morocco is party to the 1958 New York Convention, which provides in Article II that contracting states should recognise "*an agreement in writing, under which the parties undertake to submit to arbitration all or any differences which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not, concerning a subject matter capable of settlement by arbitration (…)*". Therefore, in order for an international arbitration agreement to be recognised in Morocco, the agreement must be in written form.

Arbitration procedure

The Law contains provisions regarding the determination of the rules governing procedure for both domestic and international arbitration.

First, domestic arbitration may be *ad hoc* or institutional. In the context of an institutional arbitration, the rules of procedure will be those of the arbitration institution selected by the parties to settle their dispute. In the context of an *ad hoc* arbitration, the Law provides that the rules of procedures may be determined by the parties or by the arbitral tribunal. However, should the parties fail to determine the rules of procedure, the elected arbitral tribunal will have to organise them in compliance with the Law on such rules of procedure (Article 319 CPC).

Second, in the context of international arbitration, the arbitral tribunal enjoys free decision in determining the rules of procedure in international arbitration. Indeed, Article 327-42 CPC provides that "*The arbitration agreement may, directly or by reference to rules of arbitration, determine the procedure to be followed in the arbitration proceedings. It may also submit it to the procedural law that it decides on. If the arbitration agreement does not specify, the arbitral tribunal shall regulate the procedure as necessary, either directly or by reference to a law or rules of arbitration.*" In addition, the parties have the ability to choose among three options when they need to decide the rules of procedure that will be applied in the context of their arbitration proceedings. They may submit their arbitration proceedings to the rules of procedure of a specific arbitration institution or of a specific law, or they can agree a procedure of their own provided that it complies with the principles and provisions of Moroccan public policy.

It should be noted that the provision set forth in Article V.1 (d) of the New York Convention indicated clearly that in the absence of any contractual provisions fixing the rules of procedure of the arbitral proceedings, the law of the seat of the arbitration should apply. Therefore, the arbitral tribunal may only regulate the arbitral proceedings by referring to the rules of procedure of the law of the seat of arbitration, in order to avoid any subsequent dispute concerning the recognition or enforcement of the arbitral award.

In respect to both domestic and international arbitration, whether *ad hoc* or institutional, the Law explicitly specifies in its article 327-36 CPC that notwithstanding any stipulation to the contrary, arbitral awards may be subject to an annulment appeal if the parties and/or the arbitral tribunal do not comply with certain mandatory provisions set forth in the Law. These provisions are listed in Article 327-36 CPC and pertain to: (i) the validity of the arbitration agreement; (ii) the arbitration proceedings, specifically the time limit, the procedural rules, the applicable law and respect of the rights of defence; (iv) the valid constitution of the arbitral tribunal and its defined scope of mission; (v) the award, which should indicate the names of the arbitrators and the date of the award; and (vi) the respect of public order – which is indeed a complex and undefined concept of law.

The seat of arbitration may be freely chosen by the parties. However, the determination of the seat of arbitration is not without effect, because it determines the legal framework for arbitration. The parties must pay particular attention to the choice of the seat of arbitration, since it can have significant implications for the conduct of the arbitration and the enforcement of the final award. Indeed, the seat of arbitration determines the law that will be applicable to the procedure and the competent courts that may intervene during the arbitral process and after the award is rendered. The seat of arbitration also plays an essential role in the execution of the sentence.

Article 327-14 paragraph 7 CPC provides that, unless otherwise agreed by the parties, the arbitral tribunal shall hold hearings to allow the parties to explain the purpose of the arbitral proceedings and to present their evidence. The hearings before the arbitral tribunal are done after swearing-in, and the parties may be represented or assisted by any person of their choice. The Law also allows the arbitral tribunal to be limited to the production of briefs and written documents.

The Law allows the arbitral tribunal to organise the arbitral proceedings, provided that the procedure complies with certain fundamental procedural principles – specifically, the fundamental principles of respect for the rights of defence, and the inter partes principle. In order to comply with these principles, the parties to the litigation should be summoned by the arbitral tribunal. and they should receive all the elements produced during the arbitration proceedings from the arbitral tribunal. It should be noted that Article 327-36 paragraph 5 CPC provides that arbitral awards may be subject to annulment proceedings "*(...) When one of the parties was not able to defend himself because it was not properly informed of the appointment of an arbitrator, arbitration proceedings or for any other reason relating to the duty of respect for the rights of defence;(...)*".

Article 327-14 CPC requires the claimant to produce to the arbitral court a written submission. The claim should contain, among other details: the name and address of the respondent; an explanation of the facts concerning the arbitral proceeding; and the points which are in disagreement and which are the origin of the dispute. The claimant must attach to its request for arbitration all supporting documents and evidence it intends to use.

The respondent should answer with a written submission within the period agreed between the parties or imposed by the arbitral tribunal and produce his arguments in defence, with all

supporting documents and evidence it intends to use.

The parties may determine a deadline for the arbitration proceeding and thus compel arbitrators to draft their award within a specified period, which is by Law generally limited to six months unless otherwise agreed by the parties.

According to Article 327-14 paragraph 9 CPC, the failure of a party to attend any hearings session or to submit the required documents will not affect the arbitral proceedings. The arbitral tribunal may continue the arbitral proceedings and render its award on the dispute.

On another point, Article 327-17 CPC explicitly provides that the arbitral tribunal is not competent to rule on issues concerning claims of forgery regarding a document submitted in arbitration. As such, the arbitral tribunal can continue its examination of the case if it considers that the outcome of the forgery proceedings is not obstructing the arbitration proceedings. Otherwise, it would have to suspend the proceedings until a final judicial judgment in the forgery case is rendered.

With regard to the burden of proof and evidence before Moroccan courts, the procedure is inquisitorial. The court is actively involved in investigating the facts of the case and it can ex officio or at the request of one or both parties, order different investigative measures such as independent expertise, site visit, authentication of handwriting or any other investigative measures before ruling on the merits. In addition, the arbitral tribunal may investigate the dispute by hearing witnesses, involving experts or by requesting documents from a party who holds a piece of evidence (Article 327-11 CPC).

Arbitrators

The Law does not contain any provisions regarding the status and qualifications of arbitrators. However, Article 327-2 CPC specifies that, in any case and under penalty of nullity of the arbitration, the number of arbitrators designated by the parties should be an odd number. Moreover, Article 327-2 CPC provides that in the event that the parties fail to agree on the number of arbitrators, the number shall be three.

According to the Law, only natural persons who benefit from their full capacity to exercise their civil rights may fulfil the mission of an arbitrator. These persons who wish to act as arbitrators should not be subject to any final convictions stripping them of their civil rights or of their ability to perform commercial acts.

The Law provides that the arbitral tribunal may be constituted of a sole arbitrator or of a panel of arbitrators (Article 312 CPC). It also provides that the arbitration may be *ad hoc* or institutional (Article 319 CPC). In ad hoc arbitrations, the arbitral tribunal is appointed by the parties, whereas in institutional arbitration it is appointed by the arbitration institution that was agreed upon by the parties in their arbitration agreement.

Article 327-4 CPC provides that if the parties or the arbitrators fail to reach an agreement in order to appoint the additional arbitrator(s), the president of the jurisdiction will proceed to the designation of the arbitrator(s) pursuant to an order, with no possible judicial recourse.

The arbitral tribunal is constituted as soon as all the arbitrators have accepted their mission (Article 327-6 CPC). By accepting their mission, the arbitrator(s) are obliged to start the arbitration process and conduct it until its completion. Thus, an arbitrator is not permitted to resign from his position as an arbitrator in the arbitral tribunal unless he or she has legitimate reason (Article 327-6 CPC).

With respect to international arbitration, the Law provides that the arbitration agreement may designate the arbitrators directly or by reference to institutional rules of arbitration, or provide

for the terms of their designations and replacements (Article 327-41 CPC). However, in the event that parties face difficulties in the constitution of the arbitral tribunal, the Law provides that: (i) if the arbitration takes place in Morocco, the most diligent party may seize the president of the jurisdiction; or (ii) if the arbitration takes place abroad and the parties agree on the application of the Moroccan civil procedure law to their arbitration, the most diligent party may seize the President of the Commercial court of Rabat (Article 327-41 paragraph 2 CPC). The law allows the parties to provide otherwise in their arbitration agreement or choose ways of resolving this kind of difficulty without involving any judge from national courts.

In addition, there are no specific provisions in the Moroccan international law of arbitration pertaining to the resignations of arbitrators. However, the law provides that in the event the parties choose to apply Moroccan law of procedure and, provided they have not agreed otherwise, the provisions regarding the resignation of arbitrators that apply to domestic arbitration will be applicable to their international arbitration proceeding (Article 327-43 CPC).

By accepting their mission, the arbitrators *de jure* enter into an agreement with the parties. The arbitrators must be independent and impartial, available and diligent and, last but not least, they should protect the confidentiality of the arbitral proceedings. Indeed, the arbitrators must be independent from each party – which means that, in order to avoid any conflict of interest issue, they should not have any personal or professional relationship with any of the arbitrators whether a relation of subordination, joint business interests or a family's relations. They should also be impartial in their decision-making, and not foster a party against another in their approach to the arbitration case. In the event an arbitrator is aware of any circumstances which might give rise to justifiable doubts as to his independence or impartiality, he must reveal them spontaneously and in writing to the parties at the time he accepts his mission (Article 327-6 CPC).

By accepting their mission, the arbitrators must discharge their obligations until the litigation case comes to a conclusion (Article 327-6 CP). Moreover, the Law provides that information which arbitrators receive in the exercise of their function is covered by rules relating to professional secrecy (Article 326 CPC).

Finally, the arbitrators have the right to be paid for their arbitration services and to be reimbursed for their expenses. This right is a contractual right that directly derives from the arbitration agreement which the arbitrators have entered into with the parties by accepting their mission. In the context of an *ad hoc* arbitration, the amount and the modalities of payment of the fees will be freely agreed upon by the arbitral tribunal and the parties. With respect to institutional arbitration, the payment of the arbitrators' fees depends on the institutional rules which are binding to the parties, to the arbitrators and to the institution itself, as matters of contract.

It should be noted that the challenge/exclusion of an arbitrator can arise at the initiative of either party before the start of the arbitration proceedings or during the course of the arbitration proceedings. This procedure is available to the parties when any of them questions the impartiality and/or independence of an arbitrator. In the same meaning, the mission of an arbitrator can be terminated by its revocation by the parties on the ground, for example, that the arbitrator does not fulfil or stops fulfilling its mission, causing an undue delay to the arbitration proceedings. The law provides that any of the parties can request from the president of the competent jurisdiction to revoke an arbitrator from the arbitral tribunal by issuing an order that cannot be subject to any recourse (Article 325 CPC).

The effect of the removal is clearly specified by the Law when the decision to remove the arbitrator is issued by the court; like in the case of a challenge of procedure, the Law provides

that when a request for removal is submitted to the competent court, the arbitration procedure is suspended until there is a ruling on the request, unless the arbitrator accepts to resign (Article 327-8 CPC). According to the Law, when the mission of an arbitrator is terminated for any reason whatsoever, he or she will be replaced by a substitute arbitrator who will be appointed under the same rules that led to the appointment of the arbitrator being replaced (Article 325 CPC).

Last but not least, by accepting their missions, arbitrators may potentially engage their civil or criminal responsibility because of breaches of the obligations incumbent upon them in connection with the execution of their arbitration mission.

Interim relief

Pursuant to Article 327-15 CPC, the arbitral tribunal may, at the request of either party take interim measures. Indeed, this article provides that "*Unless otherwise agreed by the parties, the arbitral tribunal may order, at the request of one of the parties, any provisional or conservatory measure it deems necessary within the limits of its mission. If the party against whom the award was rendered did not execute it, the party in whose favour the decision was rendered may seize the President of the court having jurisdiction to issue an enforcement order.*"

Therefore, the arbitral tribunal can take any interim measures it deems necessary, as long as those measures are within the scope of its mission and to the extent that the parties do not provide otherwise in their arbitration agreement. Thus, the arbitral tribunal does not have the power to take provisional measures *ex officio.*

In case the party targeted by the order granting the interim measure obstructs the order, the other party is entitled to file a claim before the local judicial court that has jurisdiction in order to obtain an enforcement order.

Alternatively, the arbitral tribunal does not have exclusivity as regards interim measures. The judicial court can also intervene in the process of interim measures, either to deliver an order for interim measures before the start of the arbitration proceedings or to enforce an order during the arbitration proceedings (Article 327-1 CPC).

The Law does not contain any provisions specifying the kind of interim measures that may be ordered in arbitration proceedings. Therefore, the type of interim measures that may be granted are provided in the general provisions of the CPC. The interim measures that may be ordered by the national judge, as well as the arbitral tribunal, are provisional attachments of assets.

Arbitration award

A final award is the decision of the arbitral tribunal that rules on the substance of the case that was submitted to it. The issue of the final award by the arbitral tribunal terminates the arbitrators' mission over the dispute that was submitted to them (Article 327-28 CPC).

There are no specific rules pertaining to partial awards or to interim awards in the Law. However, the arbitral tribunal can issue interim awards which order interim measures (Article 327-15 CPC).

Consent awards are settlement agreements recorded by arbitration tribunals as awards. As such, the arbitral tribunal puts an end to the arbitration procedure and issues an award. This award produces the same effect as any other arbitral award pronounced on the merits of the case (Article 327-19 CPC).

Articles 327-23 CPC, 327-24 CPC and 327-25 CPC provide for the content of the award. However, pursuant to Article 327-36 CPC, only failure to comply with certain of these provisions can entail nullity of the award. Indeed, the only grounds for annulment which apply specifically to awards made in Moroccan domestic arbitration are where the arbitrators must indicate the grounds of the award. However, the same Article indicates two exceptions when the parties agree that the award is rendered *exaequo et bono* and when the procedural law – necessarily a foreign law at this point – that applies to the arbitration proceeding does not require the motivation of the award.

The arbitral award is made after deliberation and should result from a decision of the majority of arbitrators in case the arbitral tribunal is constituted by a panel of arbitrators. Article 327-22 CPC specifically provides that the arbitral award shall be made by majority vote. This also applies to awards made in international arbitration as long as the arbitral proceeding is subject to Moroccan law of procedure and the parties have not agreed otherwise.

The award is executed by each of the arbitrators. In the event a tribunal arbitral is constituted of several arbitrators and a minority of them refuse to sign the award, the other arbitrators should mention it in the award and indicate the reasons for their refusal to sign the award. As long as the majority of the arbitrators have signed the award, it has the same effect as if it had been signed by each of the arbitrators (Article 327-25).

Once the award has been executed by the arbitrator(s), it must be notified to the parties. The Moroccan domestic law of arbitration provides that the arbitral tribunal shall deliver to each of the parties a copy of the arbitration award, within seven days from its issuance. The arbitral tribunal cannot publish the entire arbitral award or any part of it without authorisation of the parties to the arbitration proceeding (Article 327-27 CPC).

It should be noted that the Law does not address the issue of dissenting opinions.

Once an award is made, the dispute resolved by the arbitral tribunal become *res judicata* which means that no party may submit the same case again before the any arbitral tribunal or any national court (Article 327-26 CPC). The award is binding to the parties unless it has been declared null or void.

The Law provides that the arbitral tribunal may correct or interpret the final award it has made. However, in the event the arbitral tribunal cannot be reconvened, such power shall be vested to the president of the jurisdiction within which jurisdiction the arbitral award was made. The president of the jurisdiction must rule within 30 days by order which cannot be subject to any means of recourse (Article 327-29 CPC).

Furthermore, the final award may contain material errors. The arbitrators can, within a time limit of 30 days from the making of the arbitral award, *ex officio* correct those errors. Any of the parties may also request from the arbitral tribunal to correct such errors, as long as the request is made within 30 days from the notification of the arbitral award. The arbitral tribunal must issue its corrected award within one month from the date it is seized to do so (Article 327-28 CPC).

Under some specific conditions, the arbitral tribunal may deliver an additional award, as provided for in Article 327-28 CPC. The Law provides that the arbitral tribunal can, at the request of either party, within 30 days of the notification of the final award, make an additional award relating to a claim on which it was failed to rule, unless otherwise agreed by the parties. The request is notified to the other party, who will have a period of 15 days to submit, if need be, its conclusions. The arbitral tribunal shall pronounce its complementary sentence within 60 days from the date of its referral (Article 327-28 CPC).

Finally, the Law does not contain any specific provision pertaining to the costs of the arbitration. It only provides that, in the context of an *ad hoc* arbitration, the arbitral award shall fix the fees of the arbitrators, arbitration expenditures and the modalities of their repartition between the parties. If the parties and the arbitrators do not agree on fixing the arbitrators' fees, such fees are fixed by independent decision of the arbitral tribunal (Article 327-24 CPC). This decision is subject to appeal before the President of the competent jurisdiction of which the decision is definitive and not subject to appeal. In the context of an institutional arbitration, the cost of the arbitration is calculated according to the schedule of costs attached to the sets of rules of the concerned arbitration institution.

Challenge of the arbitration award

The Law provides that the arbitral award cannot be subject to appeal (Article 327-34 CPC). However, arbitral awards can be subject to revision (Article 327-34 CPC) or third-party(ies) opposition (Article 327-35 CPC). Moreover, the arbitral award may also be subject to annulment if any of the grounds provided in the CPC are fulfilled (Article 327-36 paras 1 to 7, Article 327-49 CPC and Article 327-51 CPC).

Article 327-36 CPC gives a limitative list of causes that may be used as legal grounds for nullification of a domestic arbitral award. There is a total of seven legal grounds that could lead to the annulment of such award. Some of them refer to factual and precise considerations which are generally not subject to interpretation by courts whereas others refer to more procedural and legal issues. The latter can potentially enlarge the scope of legal grounds that could be used for challenging an arbitral award.

As for an example, Article 327-36 paragraph 5 CPC provides that the respect of rights of defence of any of the parties to an arbitral proceeding is a fundamental principle. The principle of an *inter partes* proceeding conducive to equal treatment of the parties by the arbitral tribunal is the natural effect of such rights and such non-compliance could be viewed as a breach of Moroccan public policy.

Pursuant to the provisions of Article 327-51 CPC, "*an award rendered in Morocco in respect an international arbitration may be subject to an annulment appeal in the cases provided for in article 327-49". The annulment appeal should be filed before a competent Moroccan court "within fifteen days of notification of the award declared enforceable*".

Specifically, Article 327-51 CPC provides that an arbitral award can be subject to an annulment if any of the conditions set forth in Article 327-49 CPC is fulfilled as "*in the event (i) the arbitral tribunal has ruled without an arbitration agreement or on an invalid agreement or after expiry of the arbitration period, (ii) the arbitral tribunal was irregularly constituted or the sole arbitrator irregularly appointed, (iii) the arbitral tribunal ruled without complying with the mission entrusted to it, (iv) the rights of the defence were not respected and (v) the recognition or the enforcement is contrary to international or national public order policy*".

The court of appeal examining the annulment appeal may decide the arbitral award annulment ex officio when it is contrary to the Moroccan public order or if it establishes that the subject of the dispute concerns a matter that may not be submitted to arbitration. The court of appeal rules under a summary procedure.

The time period for exercising the annulment appeal suspends the enforcement of the arbitral award. The appeal exercised within the period is also suspended.

Revision and third party(ies) opposition proceedings are an extraordinary procedure. The

legal grounds for such procedures are provided for Articles 327-34 and 327-35 CPC and are organised under Articles 402 *seq*. and Article 303 *seq* CPC. Revision may be based, for example, on a fraud which would have occurred during the arbitral proceeding or the discovery of certain essential facts or documents previously hidden to the arbitral tribunal by the adversarial party which would likely have changed the result of the arbitral award. Third party(ies) opposition proceeding is also available to any party that was not involved in the arbitration proceeding when such an award gives prejudice to their rights.

Enforcement of the arbitration award

Article 327-31 CPC of the Law provides that "*The award is subject to enforcement only by virtue of an exequatur order of the President of the jurisdiction in whose jurisdiction the award has been rendered*". The proceedings before competent lower court jurisdiction and appellate court for obtaining an enforcement order are conducted inter partes.

The enforcement request is to be filed by the most diligent party with the relevant jurisdiction, in compliance with Article 327-31 paragraph 2 CPC which provides that "*(…) the original of the award, accompanied by a copy of the arbitration agreement, with a translation, if applicable, in Arabic, is deposited by one of the arbitrators or by either party at the Registry of the jurisdiction within seven days of its pronouncement*". The order granting the enforcement of the arbitral award cannot be challenged by any recourse (Article 327-32 CPC). However, the order refusing the enforcement must be reasoned and can be appealed within 15 days from its notification (Article 327-33 CPC).

With respect to the application for recognition and enforcement of foreign arbitral awards rendered abroad, this may be carried out before a Moroccan jurisdiction. However, such a recognition and enforcement are applicable if they are not manifestly contrary to the Moroccan national or international public policy (Article 327-46 CPC).

The recognition of a foreign award means that the award is given the same effect in Morocco as in its country of origin, and will then carry the effect of res judicata. The enforcement of a foreign award means that its terms are enforced by an exequatur and by judicial coercive and or interim measures, if necessary.

The enforcement procedure of an international arbitral award is also conducted *inter partes*, which may lead to the same lengthy proceedings as for domestic arbitration.

Moreover, and as Morocco has been party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards since 1959, the recognition and enforcement of foreign arbitral awards in Morocco are governed by both Article 327-46 CPC and the 1958 New York Convention.

With respect to investment arbitration, Morocco has been since 1967 party to the Washington ICSID Convention, which Convention provides that the contracting states must recognise as binding awards rendered pursuant to the ICSID Convention for the benefit of an investor of a contracting State, and enforce the pecuniary obligations imposed by that award as if it were a final judgment of a court in that state.

Additionally, Morocco has entered into multiple bilateral investment treaties with countries on all of the five continents, which mostly refer to the ICSID arbitration rules in case of a dispute born between the contracting parties or further a litigation raised between a contracting state national or company and the other State party.

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