

Arbitration Rules

In force as from 1 January 2022





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Note: French is the official language of the mizan 2022 rules. In the event of any discrepancy or inconsistency between the French version of these rules and any other language in which these rules are published, the French version shall prevail.

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PREAMBLE

The mizan Arbitration and Mediation center (the “**Centre**” or “**mizan**”) is an independent institution that administers arbitration proceedings under the mizan Arbitration Rules (the “**Rules**”).

In order to contribute to a large extent to the establishment of a harmonized legal framework for the fair and efficient settlement of international trade disputes and the development of harmonious international economic relations, mizan has adopted, in part, the arbitration rules of the United Nations Commission on International Trade Law as approved by the General Assembly of the United Nations by Resolution No. 31/98 of December 15, 1976 and revised in 2010 and 2013.

The purpose of these amendments is to establish the role of Mizan as an arbitration institution responsible for the proper administration of arbitration proceedings in accordance with the Rules.

The arbitration proceedings are administered by the mizan Court of Arbitration (the “**Court**”) which is assisted by the Secretariat of the Court (the “**Secretariat**”), under the direction of its general secretary and whose statutes are set forth in the mizan’s Internal Rules¹.

¹ Mizan Internal Rules is attached to these Rules.

MIZAN MODEL ARBITRATION CLAUSE

The Center recommends to the parties wishing to have recourse to mizan arbitration and in accordance with the Rules the following standard clause in their contracts:

“Any disputes arising out of or in relation with this agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the mizan Arbitration and Mediation Center by one or several arbitrators appointed in accordance with those Rules.

*The seat or place of the arbitration shall be **[City and/or Country]**.*

*The venue of the arbitration shall be **[...]**.*

*The language of the arbitration shall be **[...]**.”*

TABLE OF CONTENTS

Section I. Introductory Rules

Article 1. Scope of application

Article 2. Notification and calculation of time limits

Article 3. Request for arbitration

Article 4. Response to the Request and counterclaims

Article 5. Representation and assistance

Article 6. The mizan Court of Arbitration

Section II. Composition of the Arbitral Tribunal

Article 7. Number of arbitrators

Article 8. Appointment of the arbitrator(s)

Article 9. Disclosures by the arbitrator(s)

Article 10. Recusal of the arbitrator(s)

Article 11. Procedure for disqualifying the arbitrator(s)

Article 12. Replacement of the arbitrator(s)

Article 13. Repetition of discussions in the event of the replacement of the arbitrator(s)

Article 14. Limitation of liability

Section III. The arbitral proceedings

Article 15. General provisions

Article 16. Seat of arbitration

Article 17. Language of the proceedings

Article 18. Statement of claim

Article 19. Statement of defense

Article 20. Other written documents

Article 21. Deadlines

Article 22. Conservatory measures

Article 23. Evidence

Article 24. Hearings

Article 25. Experts named by the Arbitral Tribunal

Article 26. Omissions or negligence of the parties

Article 27. Closure of discussions

Section IV. The award

Article 28. Decisions and awards

Article 29. Form and effect of the award

Article 30. Applicable law, equity rules

Article 31. Settlement or other grounds for termination of the procedure

Article 32. Interpretation of the award

Article 33. Correction of the award

Article 34. Additional award

Section V. Arbitration fees

Article 35. Costs definition

Article 36. Registration costs

Article 37. Administrative costs

Article 38. Arbitrators fees and expenses

Article 39. Allocation of costs

Article 40. Provision of the costs amount

Article 41. Value added tax

Section VI. Diverse

Article 42. General Rule

Article 43. Applicable law and dispute resolution

Article 44. Appendices to the Rules

Appendices to the Rules

Appendix 1. Administrative costs

Appendix 2. Arbitral tribunal Fees

Appendix 3. Mizan's Internal Rules

Section I.

Introductory provisions

Article 1. Scope of application

1. Where the parties have agreed in writing that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be submitted to arbitration under the Rules, then such disputes shall be settled in accordance with these Rules subject to any modifications as the parties may agree between themselves, within the limits permitted by the Rules.

2. Where the parties agree to resort to arbitration under the Rules, they shall submit to the Rules in force on the date of commencement of the arbitration, unless they have agreed to refer to the Rules in effect on the date of their arbitration agreement.

3. The hereby Rules governs the arbitration. However, in the event of a conflict between any of its provisions and a provision of arbitration's applicable law which the parties cannot derogate, the latter prevails.

Article 2. Notification and calculation of time limit

1. A notice, including a communication or proposal, may be transmitted by any means of communication that provides or allows for record of its transmission.

2. If an address has been designated by a party specifically for this purpose or has been authorized by the Arbitral Tribunal, any notice delivered or transmitted to such party

at such address shall be deemed to have been validly delivered or transmitted.

3. In the absence of such designation or authorization, a notice is:

- a. Received if it is physically delivered to the addressee; or
- b. Deemed to have been received if delivered to the address of the head office of the establishment, the registered address, the usual address, or the postal address of the addressee.

4. If, after reasonable diligences, a notice cannot be delivered in accordance with paragraph 2 or 3, such notice shall be deemed to have been validly given if it is sent by the appropriate means to one of the addresses set out in paragraph 3(b).

5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4, or the delivery attempt in accordance with paragraph 4 above.

6. Any deadline provided in the hereby Rules shall begin to run on the day following the day when a notice is 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, or at any place of notification, the period is extended until the following first business day. Official holidays or not working days occurring during the running of the deadline are counted.

Article 3. Request for arbitration

1. Any party(ies) initiating recourse to arbitration under the Rules (the “Claimant”) shall submit its request for arbitration (the “Request”) to the Secretariat at mizan's headquarters or by e-mail validly received by the Secretariat necessarily followed by a registered mail of the same request.. The Secretariat shall notify the Claimant of the receipt of the Request and the date thereof.

2. The arbitral proceedings shall be deemed to commence on the date on which the notice for arbitration issued by the Secretariat is received by the Respondent(s).

3. The Request shall include the following indications:

- a. The request that the dispute be referred to arbitration;
- b. The name(s), designation(s), capacity(ies) and contact information of the party(ies) to the arbitration;
- c. The name(s), designation(s) and contact information of any person representing the Claimant in the arbitration;
- d. The designation of the invoked arbitration agreement, whether in the form of an arbitration clause or any reference to the mizan arbitration Rules or an or an arbitration covenant;
- e. The designation of any contract or other legal instrument from which the dispute arose or to which it relates or, if no such contract or instrument

- exists, a brief description of the involved contractual relationship;
- f. A brief description of the dispute and an estimate of its amount, if any;
 - g. The purpose of the Request and the reasons for it; and
 - h. A proposal as to the number of arbitrators, the language of the arbitration, seat of the arbitration and the rules applicable to the dispute. These details shall be provided by the Claimant, unless agreed in the arbitration agreement.

4. The notice of arbitration may also contain the following:

- a. A proposal to appoint a sole arbitrator;
- b. Notice of the appointment of an arbitrator in accordance with article 8 below; or/and
- c. A proposal to submit the dispute to the mizan Arbitration Rules.

5. The Request shall be accompanied by, *at least*, the following documents:

- a. The evidence of payment of the registration costs determined by the Rules; and
- b. A copy of the arbitration agreement, which is either the content of the arbitration clause included in the contract in dispute or the full text of the arbitration covenant concluded following the occurrence of the dispute.

6. If the Claimant fails to comply with any of the requirements of this article, the

Secretariat may require it to comply with it within a time limit that it shall determine. On the expiry of this time limit and unless an extension duly granted by the Secretariat, the file shall be deleted without this being an obstacle to the reintroduction of the same requests at a later date and in a new Request.

7. When a sufficient number of copies of the Request are available and the required registration cost has been paid, the Secretariat shall transmit to the Respondent, for response, a copy of the Request and the attachments.

8. A disagreement as to the sufficiency and seriousness of the Request as set forth in the notice of arbitration shall not prevent the constitution of the Arbitral Tribunal. Such disagreement shall be decided without delay and finally by the Arbitral Tribunal.

Article 4. Response to the Request and counterclaim

1. Within thirty (30) days from receipt of the Request, the Respondent shall submit an answer (the “Answer”), which shall contain the following indications:

- a. Its name(s), denomination(s), capacity(ies) and contact details;
- b. The name(s), designation(s) and contact details of any person(s) representing the Respondent in the arbitration; and

- c. A response to the information set forth in the Request, pursuant to article 3.

2. The Response may also include the following indications:

- a. Any objection to jurisdiction of the Arbitral Tribunal to be constituted under the hereby;
- b. A proposal aiming to name a sole arbitrator;
- c. Notification of the appointment of an arbitrator pursuant to article 8 below;
- d. A proposal to submit the dispute to the mizan Expedited Arbitration Rules;
- e. A description of any counterclaim or set-off claim that may be asserted, including, if applicable, an estimate of the amount claimed and the basis of the claim where relevant, an estimate of the amount claimed, the subject matter and the basis of such claim; or/and
- f. A notice of arbitration in accordance with Article 3 where the Respondent makes a claim against a party to the arbitration agreement other than the Claimant.

3. The Respondent shall submit sufficient copies of the Answer for each of the other parties, each arbitrator and the Secretariat.

4. The Secretariat may grant to the Respondent an extension of time to submit the Answer, on the condition that the request for extension contains the Respondent's

observations or proposals regarding the number and choice of arbitrators, submission of the dispute to the mizan Arbitration Rules and, if required under article 8 below, an appointment of arbitrator.

5. If the Respondent fails to comply with any of the requirements of this article, the Secretariat may require the Respondent to comply with it without delay.

6. The Secretariat shall communicate the Answer to the other or to all other parties.

7. The Respondent's failure to answer or the incomplete or late answer of the Respondent to the Request shall not prevent the constitution of the Arbitral Tribunal. Such failure of Respondent to answer or Respondent's incomplete or delayed response to the Request shall be finally determined by the Arbitral Tribunal.

Article 5. Representation and assistance

1. Each party may be represented or assisted by persons chosen by it

2. At any time, the Secretariat and the Arbitral Tribunal may, on their own initiative or at the request of a party, require, in such form as they may determine, proof of the powers conferred to the representative of each party.

Article 6. The mizan Court of Arbitration

1. The Court is the sole institution authorized to administer arbitrations under the Rules and has the broadest powers to ensure the proper conduct of the arbitral proceedings.

2. By agreeing to arbitration under the Rules, the parties accept that it shall be administered by the Court.

Section II.

Composition of the Arbitral Tribunal

Article 7. Number of arbitrators

1. Disputes shall be decided by a sole arbitrator or by three or more arbitrators, provided that their number is odd.

2. If the parties have not previously agreed on the number of arbitrators and if, within thirty (30) days of the Respondent's receipt of the Request, they have not agreed that there will be only one arbitrator, three arbitrators shall be appointed.

3. Notwithstanding paragraph 1, if none of the other parties has responded to a party's proposal to appoint a sole arbitrator within the time limit set out in paragraph 2 and if the party or parties concerned have not appointed a second arbitrator pursuant to Article 8, the Court may, at the request of a party, appoint a sole arbitrator in accordance with the procedure provided in Article 8, if it considers it more appropriate in the circumstances of the case.

4. If the parties agreed that the Arbitral Tribunal shall be composed of a number of arbitrators other than one or three, the arbitrators shall be appointed according to the method agreed upon by them and by

default thereof, the method fixed by the Court.

Article 8. Appointment of the arbitrator(s)

1. When the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may designate him by mutual agreement for confirmation by the Court. If the parties fail to reach an agreement within thirty (30) days of receipt of notice of the Request to the other party or parties, or within any further period of time allowed by the Secretariat, the sole arbitrator shall be appointed without delay by the Court.

2. In proceeding to the appointment of the sole arbitrator, the Court must ensure the appointment of an independent and impartial arbitrator. If the parties have different nationalities, the Court shall consider it preferable to appoint an arbitrator of a different nationality than that of the parties.

3. Where the parties have agreed that the dispute shall be resolved by three arbitrators, each of the parties, in the Request and in the Answer respectively, shall appoint one arbitrator for confirmation by the Court. If one of the parties omits to make the above appointment, it shall be made without delay by the Court.

4. When the dispute is submitted to three arbitrators, the two co-arbitrators thus appointed and confirmed by the Court shall choose the third one who shall act as presiding arbitrator of the Arbitral Tribunal, unless the parties have agreed on another procedure. If, within thirty (30) days of the

confirmation of the second arbitrator, the two co-arbitrators have not agreed on the selection of the presiding arbitrator, the presiding arbitrator shall be appointed by the Court.

5. Where three arbitrators are to be appointed and there is more than one claimant or respondent, unless the parties have agreed to another method of appointing arbitrators, the claimants jointly and the respondents jointly shall appoint one arbitrator.

6. When the dispute is submitted to more than three arbitrators, the appointment procedure shall be decided by the Court unless the parties agree otherwise.

Article 9. Statements by the arbitrator(s)

1. When a person is considered for appointment as an arbitrator, she is required to disclose in its declaration any situation of incapacity or impartiality as well as any circumstances likely to give rise to justifiable doubts as to its impartiality or independence, particularly:

- a. if she has been the object of a definitive condemnation for acts contrary to honor, probity or morality or depriving his/her of the capacity to exercise the commerce or of one of her civil rights;
- b. if she or his/her her spouse or his/her ascendants or descendants have a direct or indirect personal interest in the dispute;
- c. if there is a relationship or alliance between her or his/her spouse and one

- of the parties up to and including the degree of first cousin;
- d. if there is a pending lawsuit or if there has been a concluded lawsuit for less than two years between her or his/her spouse or their ascendants or descendants and one of the parties;
 - e. if she is a creditor or debtor of one of the parties;
 - f. if she has previously pleaded or postured or testified as a witness in the litigation;
 - g. if she had to act as a legal representative of one of the parties;
 - h. if there is a relationship of subordination between her or his/her spouse or ascendants or descendants and one of the parties or its spouse or ascendants or descendants; or
 - i. if there is a known friendship or enmity between her and one of the parties.

2. From his appointment and throughout the arbitration proceedings, the arbitrator shall promptly notify the parties and the Secretariat of such circumstances, unless he has already done so.

3. The appointment of an arbitrator shall not be final until the arbitrator accepts his appointment. The arbitrator so appointed shall submit, within fifteen (15) days from the date of notification of his appointment, a written, dated and signed declaration attesting to his impartiality, independence and availability.

Article 10. Recusal of the arbitrator(s)

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.

2. A party may challenge the arbitrator only for reasons of which it becomes aware after the appointment has been made.

3. In the event of the failure of an arbitrator or the *de jure* or *de facto* impossibility of an arbitrator to fulfill his mission, the replacement procedure provided for in article 12 shall apply.

Article 11. Procedure for disqualifying the arbitrator(s)

1. A party that wishes to challenge an arbitrator shall notify the Secretariat in writing of its request for challenge within fifteen (15) days of the date which it was notified of the appointment of such arbitrator or within fifteen (15) days of the date on which it became aware of the circumstances referred to in articles 9 and 10 above. The notification of the challenge shall state the reasons for the challenge.

2. The Secretariat communicates the notice of the challenge to all other parties and to the challenged arbitrator.

3. Where an arbitrator has been challenged by a party, one of the parties or the others may agree to the challenge. The challenged arbitrator may also withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge.

4. If, within fifteen (15) days from the date of the notice of challenge, all parties do not agree to the challenge or if the challenged arbitrator does not withdraw, the party making the challenge may elect to pursue the request for challenge. In that case, the request for challenge shall be considered and finally settled by the Court.

Article 12. Replacement of the arbitrator(s)

If it is necessary to replace one or many arbitrator(s) during the arbitral proceedings, a substitute shall be appointed or chosen in accordance with the procedure set out in Article 8 that was applicable to the appointment or selection of the arbitrator to be replaced. This procedure shall apply even if a party had not exercised its right to appoint or participate in the appointment of the arbitrator to be replaced.

Article 13. Repetition of discussions in the event of the replacement of the arbitrator(s)

1. If one or several arbitrator(s) is replaced, the proceedings shall resume at the stage where the replaced arbitrator ceased to perform their functions, unless the Arbitral Tribunal and the Court decide otherwise.

2. During the period of inactivity of the Arbitral Tribunal, the time limits of the proceedings shall be postponed to the date of resumption as notified to the parties by the Secretariat.

Article 14. Limitation of liability

1. Except in the case of intentional misconduct or gross misconduct, the parties

waive, to the fullest extent permitted by applicable law, any action against the arbitrators, the Center and any person appointed by the Arbitral Tribunal for any act or omission in connection with the arbitration.

2. It shall be reiterated as far as necessary that the Arbitral Tribunal shall exercise its functions in complete independence from the Centre and its organs.

Section III.

The arbitral proceedings

Article 15. General provisions

1. Subject to the provisions of 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 has an adequate opportunity to present its case. In exercising its discretion, the Arbitral Tribunal shall conduct the proceedings in such a way as to avoid unnecessary delay and expense and shall ensure a fair and efficient resolution of the dispute between the parties.

2. Prior to any discussion of the merits of the dispute, the Arbitral Tribunal shall rule by order on its jurisdiction and on the validity of the arbitration agreement. A plea of lack of jurisdiction or invalidity of the arbitration

agreement should be raised by the parties no later than the date of filing the Answer.

3. Within thirty (30) days after its constitution, the Arbitral Tribunal shall establish the terms of reference and 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 which the parties have agreed upon.

4. The terms of reference and the provisional timetable of the arbitration shall be signed by each party and by the Arbitral Tribunal. The Secretariat shall ensure that each of the above documents is signed by each of the parties and by the Arbitral Tribunal in a single document.

5. In the event of disagreement between the parties on the content of the terms of reference, the Arbitral Tribunal may, in its discretion, take any action as it deems necessary for the proper conduct of the arbitral proceedings.

6. Within the limits of the provisions of the terms of reference and the provisional timetable, the Arbitral Tribunal may adopt at its discretion such procedural measures as it considers appropriate.

7. When a party addresses a communication to the Arbitral Tribunal, it shall address it to all other parties and to the Secretariat. Likewise, when the Arbitral Tribunal sends a communication to the parties, it shall send a copy to the Secretariat.

8. Within the limits of the provisions of the terms of reference and the provisional timetable, the Arbitral Tribunal may, after having invited the parties to express their views and if no request for a hearing has been made, decide not to hold a listening hearing.

9. After the signature of the terms of reference by the parties and by the Arbitral Tribunal, the parties may not make new claims unless authorized by the Arbitral Tribunal which shall take into account the nature of such new claims, the progress of the proceedings, the cost implications and any other relevant circumstances.

10. At the request of a party, the Arbitral Tribunal may allow one or more third parties to be joined as parties to the arbitration unless it finds, after giving all parties, including such third party or parties, an opportunity to be heard, that joinder should not be allowed because of the prejudice it would cause to any of those parties. The Arbitral Tribunal may make a single award or multiple awards in respect of all parties thus involved in the arbitration.

Article 16. Seat of arbitration

1. If not previously agreed by the parties, the seat of the arbitration shall be determined by the Arbitral Tribunal having regard to the circumstances of the case. The applicable law of arbitration shall be that of the seat of the arbitration chosen by the parties or determined by the Arbitral Tribunal.

2. The Arbitral Tribunal may meet at any other place it deems appropriate for its

deliberations. Unless otherwise agreed by the parties, the Arbitral Tribunal may also meet at any other place it deems appropriate for other purposes, including hearings.

Article 17. Language of the proceedings

1. Subject to the agreement of the parties on the language of the arbitration, the Arbitral Tribunal shall promptly after its constitution determine the language of the proceedings. This decision shall apply to the statement of claim, the statement of defense and any other written statements and, in the event of a hearing, to the language to be used at such hearing.

2. Unless otherwise agreed between the parties, the Arbitral Tribunal may order that all documents annexed to the statement of claim or statement of defense and all supplementary documents submitted in the course of the proceedings which have been submitted in their original language be accompanied by a translation into the same language chosen by the parties or determined by the Court.

Article 18. Statement of claim

1. The Claimant shall communicate its statement of claim in writing to the Arbitral Tribunal, to the Respondent(s), to the other parties, if any, and to the Secretariat within the time limits set for this purpose by the Arbitral Tribunal.

2. The statement of claim shall include the following indications:

- a. The names, the denominations, the capacity(ies) and the contact details of the parties and their representatives, if any;
- b. A statement of the facts supporting the claim;
- c. The points at issue;
- d. The purpose of the request; and
- e. The grounds or arguments of fact and law supporting the claim.

3. A copy of any contracts, legal instruments or other documents related to the dispute and the arbitration agreement, which together must be attached to the statement of claim

4. The statement of claim should, where possible, be accompanied by or refer to any exhibits and other evidence relied upon by the Claimant.

Article 19. Statement of defense

1. The Respondent shall communicate its statement of defense in writing to the Arbitral Tribunal, the Claimant, any other parties and the Secretariat within the time limits set for this purpose by the Arbitral Tribunal.

2. The statement of defense must comply with paragraphs (a) to (e) of the statement of claim (Art. 18, para. 2). It should, as far as possible, be accompanied by any contracts, legal instruments or other documents relating to the dispute which the Respondent relies upon in its defense.

Article 20. Other written statements

The Arbitral Tribunal shall decide what other written documents, in addition to the statement of claim and statement of defense, the parties shall or may submit to it. The Arbitral Tribunal shall set a reasonable time limit within which these documents must be provided.

Article 21. Deadlines

The deadline fixed by the Arbitral Tribunal for the communication of written statements - including the statement of claim and statement of defense should not exceed forty-five (45) days. However, the Arbitral Tribunal may extend the time limits if it concludes that an extension is justified.

Article 22. Conservatory measures

1. The Arbitral Tribunal may, at the request of a party, grant conservatory measure by order.

2. A conservatory measure is any temporary measure by which, at any time prior to the making of the award which will definitively settle the dispute, the Arbitral Tribunal orders a party for example, but not exclusively:

- a. To preserve or restore the *statu quo* until the dispute has been settled;
- b. To take steps to prevent, or to refrain from taking actions that may cause (i) immediate or imminent prejudice or (ii) damage to the arbitral process itself

- c. To provide a means of safeguarding property that may be used in the enforcement of a subsequent award; or
- d. To safeguard elements of evidence that may be relevant and material to the resolution of the dispute.

3. The party requesting a conservatory measure under subparagraphs (a) through (c) of paragraph 2 must satisfy the Arbitral Tribunal:

- a. That a prejudice that cannot be adequately remedied by an award of damages is likely to occur if the measure is not ordered, and that such prejudice substantially outweighs the prejudice likely to be suffered by the party against whom the measure is directed if the measure is granted; and
- b. That the party has a reasonable prospect of success on the merits of the dispute. The decision in this regard shall not affect the discretion of the Arbitral Tribunal in making any subsequent decision.

4. Regarding a request for a conservatory measure under paragraph 2(d), the requirements of paragraph 3(a) and (b) shall apply only if the Arbitral Tribunal considers it appropriate.

5. The Arbitral Tribunal may modify, suspend or revoke a conservatory measure it has granted at the request of a party or, in exceptional circumstances and with prior notice to the parties, on its own initiative.

6. The Arbitral Tribunal may require the party requesting a conservatory measure to provide appropriate security in connection with the measure.

7. The Arbitral Tribunal may require a party to promptly disclose any important change in the circumstances on the basis of which the conservatory measure was requested or granted.

8. The party requesting a conservatory measure may be liable for all costs and damages caused by the measure to any party if the Arbitral Tribunal subsequently determines that, in the circumstances then prevailing, the measure should not have been granted. the Arbitral Tribunal may award compensation for such costs and damages at any time during the proceedings.

9. A request by a party to a judicial authority for conservatory measures shall not be deemed to be inconsistent with the arbitration agreement or to be a waiver of the right to invoke the above agreement.

Article 23. Evidence

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

2. Any person may be presented by the parties as a witness or expert to testify before the Arbitral Tribunal on any question of fact or expertise. Unless the Arbitral Tribunal decides otherwise, the witnesses statements or experts may be in writing and signed by them.

3. At any time during the proceedings, the Arbitral Tribunal may request the parties to produce additional evidences, setting a time limit for this purpose.

4. The Arbitral Tribunal shall be the judge of the admissibility, relevance and strength of the evidence, testimony and expert opinions presented to it.

Article 24. Hearings

1. When the Arbitral Tribunal decides to hold a listening hearing, it shall notify the parties and the Secretariat, at least fifteen (15) days in advance, of the date and time of the hearing.

2. Witnesses, including expert if any, may be heard under the conditions determined by the Arbitral Tribunal.

3. The hearing shall be held in closed session, unless otherwise agreed by the parties. The Arbitral Tribunal may request that one or more witnesses or experts withdraw during the testimony of the other witnesses or experts.

4. The Arbitral Tribunal may decide that witnesses or experts shall be interviewed by means of telecommunication that do not require their physical presence at the hearing (such as video-conferencing).

Article 25. Experts named by the Arbitral Tribunal

1. After discussion with the parties, the Arbitral Tribunal may appoint one or more independent experts to report to it in writing on such specific matters as it shall

determine. A copy of the expert's terms of reference, as determined by the Arbitral Tribunal, shall be communicated to the parties and to the Secretariat.

2. The expert shall submit to the Arbitral Tribunal, the parties and the Secretariat, in principle before accepting his appointment, a description of his qualifications and a written and signed statement attesting that he is impartial and independent. Within the deadline prescribed by the Arbitral Tribunal, the parties shall inform it if they have any objections to the qualifications, impartiality or independence of the expert. The Arbitral Tribunal shall promptly decide whether to accept their objections. After the appointment of an expert, a party may only object to the qualifications, impartiality or independence of the expert on grounds of which it became aware after the appointment. The Arbitral Tribunal shall decide promptly what action, if any, to take.

3. The parties shall provide the expert with all relevant information or submit for his inspection any relevant documents or things that he may request. Any dispute between a party and the expert as to the merits of the claim shall be submitted to the Arbitral Tribunal for settlement.

4. Upon receipt of the expert's report, the Arbitral Tribunal shall send a copy of the report to the parties, who shall be given the opportunity to express their opinion about it in writing. The parties shall have the right to examine any documents referred to by the expert in his report.

5. At the request of a party or at the request of the Arbitral Tribunal, the expert, after delivery of his report, may be heard at a hearing in which the parties shall have the opportunity to attend and question him. At this hearing a party may call experts to testify on the issues in dispute. The provisions of section 23 shall apply to such proceedings.

Article 26. Omissions or negligence of the parties

1. If, within the deadline fixed by these Rules or by the Arbitral Tribunal, without showing sufficient cause:

- a. The Claimant has failed to communicate its statement of claim and after informing the Secretariat, the Arbitral Tribunal shall order the deletion of the case, unless there are still issues that it considers necessary to address;
- b. The Respondent has failed to communicate its response to the notice of arbitration or its statement of defense, the Arbitral Tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the Claimant's claims. The provisions of this subparagraph also apply to a Claimant's failure to submit a defense 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 hear the party or parties present and proceed with the arbitration.

3. If a party, duly invited by the Arbitral Tribunal to produce complementary evidences, fails to do so within the established period of time by the Arbitral Tribunal, without showing sufficient cause for such failure, the Arbitral Tribunal may issue the award on the evidence before it.

4. If a party fails to submit certain documents or materials required by the Arbitral Tribunal without invoking a legitimate reason, the Arbitral Tribunal shall make such conclusions as it considers appropriate.

Article 27. Closure of discussions

1. The discussions are closed on the date determined in the terms of reference.

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 discussions at any time before the issuance of the award, in accordance with the provisions of the terms of reference.

Section IV.

The award

Article 28. Decisions and awards

1. In the event of a plurality of arbitrators, any award or other decision of the Arbitral Tribunal shall be made by majority vote.

2. With regard to procedural matters, in the absence of a majority or where the Arbitral Tribunal so authorizes, the president of the Arbitral Tribunal may decide alone subject to possible review by the Tribunal.

3. An award shall be rendered by the Arbitral Tribunal within a maximum period of six (6) months from the date of constitution of the Arbitral Tribunal.

4. The Arbitral Tribunal may, in exceptional circumstances and after having invited the parties to express their views, extend the time limit established in accordance with paragraph 1. The period of extension of the procedure may not exceed an additional period of six (6) months following the period indicated in paragraph 1 of this article.

Article 29. Form and effect of the award

1. The Arbitral Tribunal may deliver separate awards on different issues at different times.

2. Awards previously approved by the Court shall be made in writing. They are final and binding on the parties. The parties shall execute out the awards without delay.

3. The Arbitral Tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.

4. Taking into account the provisions of the arbitration law applicable to the dispute, the award shall contain at least the following indications:

- a. The reference to the arbitration agreement;
- b. A brief statement of the facts, the claims of the parties and their respective pleas, the documents produced by the parties;
- c. The disputed issue(s) settled by the award;
- d. The provisions ruling on these issues;
- e. The name, nationality, capacity and address of the arbitrator who issued the award;
- f. The date of the award and the place where the award was made;
- g. The full name or denomination of the parties and their domicile or headquarter. If applicable, the names of counsels or any person who represented or assisted the parties; and
- h. The seat of the arbitration as defined in the terms of reference.

5. The award is signed by the Arbitral Tribunal and each page of the award shall be initialed by the Arbitral Tribunal. If there is more than one arbitrator and if the signature of one of them is missing, the reason for the absence of signature shall be stated in the award.

6. The award shall not be disclosed to the public without the written consent of all parties except where such disclosure is required by law or to enable the parties to preserve or enforce a right or in connection with legal proceedings before a court or other competent authority.

7. A copy of the award signed by the Arbitral Tribunal shall be communicated without delay to the parties and the Secretariat by the Arbitral Tribunal.

Article 30. Applicable law, equity rules

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 that it considers most appropriate to the dispute.

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 provisions of the contract which is the subject of the dispute, taking into account any national or international trade usages applicable in the matter.

Article 31. Settlement or other grounds for closing the proceeding

1. If, before the award is issued, the parties agree on a settlement which validly resolves the dispute, the Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings. If the parties request the Arbitral Tribunal to make an award on agreed terms and the Arbitral Tribunal accepts the request, the Arbitral Tribunal shall record the agreement of the parties without having to give reasons for the award.

2. If, before the award is issued, 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 and the Secretariat of its intention to issue an order for the termination of the proceedings. The Arbitral Tribunal is authorized to issue such an order unless there are remaining matters that may need to be decided and if the Arbitral Tribunal considers it appropriate to do so.

3. The Arbitral Tribunal shall communicate to the parties and to the Secretariat a copy of the termination order of the arbitral proceedings or of the award on agreed terms, signed by the Arbitral Tribunal. The provisions of article 29 shall apply to the arbitral awards on agreed terms.

Article 32. Interpretation of the award

1. Within thirty (30) days of receipt of the award, a party may, by notice to the other party or parties and the Secretariat, request the Arbitral Tribunal to provide an explanation or interpretation of the award.

2. If the Arbitral Tribunal considers the request to be justified, the explanation or interpretation shall be given in writing within forty-five (45) days of receipt of the request. The explanation or interpretation shall form part of the award and the provisions of Article 29 shall apply to it.

Article 33. Correction of the award

1. Within thirty (30) days after the receipt of the award, a party may, by notice to the other

party or parties and to the Secretariat, request the Arbitral Tribunal to rectify in the text of the award any errors in computation, any clerical or typographical errors, or any errors or omissions of a similar nature. If the Arbitral Tribunal considers the request justified, it shall make the correction within forty-five (45) days of receipt of the request.

2. The Arbitral Tribunal may, within thirty (30) days after the communication of the award, undertake such corrections on its own initiative.

3. Such corrections shall be in writing and shall form part of the award. The provisions of article 29 shall apply.

Article 34. Additional award

1. Within thirty (30) days after the receipt of the termination order or the award, a party may, upon notice to the other party or parties and to the Secretariat, request the Arbitral Tribunal to make an additional award on claims presented during the arbitral proceedings but not decided by it.

2. The Arbitral Tribunal may, within thirty (30) days after the communication of the award, issue an additional award on its own initiative.

3. If the Arbitral Tribunal considers that the request for an additional award is justified, it shall make an award or supplement its original award within forty-five (45) days of receipt of the request. The Arbitral Tribunal may reasonably extend the time for making the award if necessary.

4. The provisions of section 29 shall apply to the award or additional award.

Section V.

Arbitration fees

Article 35. Costs definition

1. The Court shall fix the costs of arbitration during the proceedings.

2. The term “costs” includes only:

- a. Registration costs as defined in article 36 of the Rules;
- b. The administrative costs as determined under the Appendix of the Rules;
- c. The fees of the Arbitral Tribunal determined under to the Appendix of the Rules;
- d. The reasonable travel and other expenses incurred by the Arbitral Tribunal;
- e. The reasonable costs of expert advice and of other assistance required by the Arbitral Tribunal; and
- f. The legal and other costs incurred by the parties in relation to the arbitration to the extent that the Arbitral Tribunal determines that the amount of such costs is reasonable.

3. In relation to interpretation, correction or completion of any award under articles 32 to 34, the Arbitral Tribunal may charge the

costs referred to in paragraphs 2, with the exception of any additional fees.

4. In the case that an order for termination of the proceedings is issued by the Arbitral Tribunal, the Court shall make a final determination of the costs of the arbitration in its discretion in respect of the date of termination of the proceedings decided by the Arbitral Tribunal, the work done by the Arbitral Tribunal and any other relevant circumstances.

5. Any amount paid by the parties as an advance on costs exceeding the costs of the arbitration fixed by the Court pursuant the above paragraph shall be reimbursed to the parties having regard to the amounts already paid.

Article 36. Registration costs

1. Upon filing the Request, the Claimant shall pay a registration fee of fifteen thousand (15,000) Moroccan Dirhams or its equivalent in foreign currency.

2. The payment of the registration fees is non-refundable and shall be credited to the Claimant's share of the advance on costs of the arbitration.

3. If the registration fee is not paid at the time of filing the Request, the case will not be registered by the Centre.

Article 37. Administrative costs

1. The administrative costs are determined by the amount in dispute under the Appendix of the Rules.

2. The amount in dispute is the total value of all claims, including counterclaims and set-off claims.

3. Where the amount in dispute cannot be established by certainty, the Court shall exercise its discretion in determining the administrative costs, taking into account all relevant circumstances.

4. In exceptional circumstances, the Centre shall, with the required reasons to derogate from the amounts indicated in the Appendix of the Rules.

5. The administrative costs may be increased by the cost of making mizan's premises available to the parties and arbitrators for the purpose of holding any hearings or working sessions in person.

Article 38. Arbitrators fees and expenses

1. The amount of the fees of the Arbitral Tribunal is determined in accordance with the Appendix to the Rules.

2. The amount in dispute is the total value of all claims, including counterclaims and set-off claims.

3. Where the amount in dispute cannot be established by certainty, the Court shall exercise its discretion in determining the fees of the Arbitral Tribunal, taking into account all relevant circumstances.

4. The Arbitral Tribunal shall only be entitled to the fees fixed under the Appendix of the Rules, which shall be deemed to be approved by the arbitrator upon acceptance of his mission. The Court's determination of

the fees of the Arbitral Tribunal under the Appendix of the Rules, shall be final and not subject to review.

5. An arbitrator who is finally removed or challenged in accordance with the Rules shall not be entitled to any fees. An arbitrator who has been removed or challenged shall reimburse mizan for any partial fees he may have received during the course of the proceedings.

6. The Arbitral Tribunal shall ensure strict compliance with its ethical obligations relating to its impartiality, neutrality and transparency with respect to all parties. An arbitrator shall not enter, directly or indirectly, into agreements with the parties or their representatives relating to its fees or arbitration costs and shall not, under any circumstances, accept gifts or benefits, directly or indirectly, from any of the parties to the arbitration or their representatives, whether before the commencement of the arbitration proceedings, during or after the proceedings.

Article 39. Allocation of costs

1. The costs of the arbitration shall in principle be borne by the unsuccessful party(ies) at the end of the arbitral proceedings. However, the Arbitral Tribunal may decide to apportion the costs of the arbitration equally or not between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

2. The Arbitral Tribunal shall in the final award or, if it deems appropriate, in any

other award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.

Article 40. Provision of the costs amount

1. Upon receipt of the response, the Court shall fix in its entire discretion the amount of the advance on costs of the arbitration to cover the fees and expenses of the Arbitral Tribunal, the administrative costs and any other fees incurred by the Centre relating to the arbitration corresponding to the claims brought before it by the parties.

2. Unless otherwise agreed upon by the parties, the advance on costs fixed by the Court shall be payable in equal shares by the parties.

3. During the course of the arbitral proceedings, the Court may require the parties to deposit additional sums.

4. The amount of the advance on costs fixed by the Court may be subject to readjustment at any time during the arbitration proceedings. Any party always has the right to pay the share of the advance due from any other party if the latter fails to pay its share.

5. If the required deposits are not paid in full within fifteen (15) days after the receipt of the request, the Secretariat shall so inform the parties in order that one or more of them may make the required payment. If the Respondent fails to pay its share, the Secretariat shall invite the Claimant to pay the amount in lieu of the Respondent. If such payment is not made, the Court may order the suspension of the arbitral proceedings if

the Arbitral Tribunal has not been constituted or if the proceedings have not been commenced. If the Respondent fails to pay its share, the Secretariat shall invite the Claimant to pay the amount in lieu of the Respondent. If the Claimant fails to pay, the Court may order the suspension of the proceedings for a maximum period of one (1) month with the interruption of the procedural deadlines defined in the Rules, or the definitive closure of the proceedings if the Arbitral Tribunal has not yet been constituted or if the proceedings have not yet begun. The Court may request the Arbitral Tribunal to order the suspension for a maximum period of one (1) month or the termination of the arbitral proceedings.

Article 41. Value added tax

The fees and charges indicated in the Appendix to the Rules are inclusive of all taxes.

Section VI.

Diverse

Article 42. General Rule

In all matters not expressly referred to in the Rules, the Court and the Arbitral Tribunal shall act in the spirit of the mizan Arbitration Rules.

Article 43. Applicable Law and dispute resolution

Any dispute resulting out of or in connection with the administration of the arbitration proceedings by the Court under the Rules shall be governed by Moroccan law and shall to the exclusive jurisdiction of the courts of Casablanca (Morocco).

Article 44. Appendices to the Rules

The appendices to the Rules forms an integral part of these Rules.

Appendices to the Rules

Appendix 1. Administrative costs*

Value of the dispute in dirhams (MAD)	Administrative costs of the center in dirhams (MAD)
Less than 500.000	18.000
Between 500.001 and 1.000.000	27.000
Between 1.000.001 and 1.500.000	38.000
Between 2.500.001 and 5.000.000	57.000
Between 5.000.001 and 8.000.000	70.000
Between 8.000.001 and 16.000.000	98.000
Between 16.000.001 and 32.000.000	132.000
Between 32.000.001 and 64.000.000	178.000
Between 64.000.001 and 128.000.000	214.000
Between 128.000.001 and 256.000.000	322.000
Between 256.000.001 and 500.000.000	438.000
More than 500.000.000	580.000

be subject

**Administrative costs are in addition to the Arbitral Tribunal's fees*

Appendix 2. Fees of the Arbitral Tribunal

Value of the dispute in dirhams (MAD)	Fees of the Arbitral Tribunal in dirhams (MAD)
Less than 500.000	Min. 18.000 Max. 49.000
Between 500.001 and 1.000.000	Min. 40.000 Max. 112.000
Between 1.000.001 and 2.500.000	Min. 64.000 Max. 157.000
Between 2.500.001 and 5.000.000	Min. 94.000 Max. 248.000
Between 5.000.001 and 8.000.000	Min. 131.000 Max. 356.000
Between 8.000.001 and 16.000.000	Min. 198.000 Max. 495.000
Between 16.000.001 and 32.000.000	Min. 276.000 Max. 612.000
Between 32.000.0001 and 64.000.000	Min. 356.000 Max. 843.000
Between 64.000.0001 and 128.000.000	Min. 498.000 Max. 1.290.000
Between 128.000.0001 and 256.000.000	Min. 676.000 Max. 1.780.000

Between 256.000.0001 and 500.000.000	Min. 876.000 Max. 2.690.000
More than 500.000.000	Min. 1.220.000 Max. 3.760.000

Appendix 3. Mizan's Internal Rules

PREAMBLE

The mizan Arbitration and Mediation Center ("mizan") is an independent institution that administers alternative dispute resolution procedures in accordance with the mizan Rules².

The Arbitration and Mediation proceedings are administered by the mizan Arbitration Court (the "Court"), which is assisted by the Court's Secretariat (the "Secretariat"), under the direction of its General Secretary, and whose statutes are set forth in these mizan Internal Rules.

Article 1. mizan

The mizan institute, the Court of Arbitration and the Secretariat of the Court are not empowered to settle directly the disputes submitted to them. The function of mizan is to:

- i. Administer national and international disputes in accordance with the mizan Rules;
- ii. Provide information and assistance in arbitration and mediation proceedings conducted in accordance with the mizan Rules; and

² The Arbitration Rules, the Digital Arbitration Rules, the Expedited Arbitration Rules, the Digital Expedited Arbitration Rules and the Mediation Rules ("**mizan Rules**") are available at www.mizan-adr.com.

- iii. Receive all types of arbitration and mediation proceedings at the head office of mizan located at 28 Boulevard Moulay Youssef, 3rd floor, Casablanca, Morocco. Therefore, mizan shall be solely responsible for providing the parties with appropriate conditions for their meetings and hearings, in coordination with the Arbitral Tribunal, the mediator, the parties counsel or one or both of the parties.

Article 2. The Court of Arbitration

1. The Court shall ensure the proper implementation of the mizan Rules and shall have the broadest powers to ensure their proper enforcement. To this end, the Court shall be assisted in its work by the Secretariat and shall exercise its functions in complete independence from mizan and its organs.
2. The Court may, at any time, make amendments to the mizan Rules to reflect future developments in arbitration and mediation practice.

Article 3. Composition of the Court

1. The Court of Arbitration shall consist of a minimum of three members and a maximum of twelve members.
2. The Court's members shall be appointed by the mizan Board of Directors upon the proposal of mizan's General Secretary.
3. The members of the Court, including pursuant to these Rules, the President and

the Vice-President, shall be appointed for a renewable term of three years.

4. If the function of any member of the Court becomes vacant for any reason during his term, a new member shall be appointed to replace said member for the remainder of the original term.

5. The duties of the Court's members shall be free of charge. Any expenses that may be incurred by the Court's members in the performance of their duties shall be reimbursed upon submission of receipts to the Secretariat.

6. The Court's members must ensure upon acceptance of their functions and throughout their term of office their impartiality and neutrality with regard to the contentious cases subject to the mizan Rules and they are required to report in writing to the Board of Directors any situation of conflict of interest.

Article 4. Presidency of the Court:

1. The Court shall be presided over by a President and a Vice-President appointed by the Court.

2. The President and the Vice-President are empowered to take all necessary and urgent decisions on behalf of the Court regarding contentious matters submitted to the mizan Rules, provided that they inform the Court at its next meeting.

Article 5. The sessions of the Court:

1. The Court shall meet, whenever the performance of its mission requires it.

2. The sessions shall be presided over by the President of the Court or, by default, by his Vice-President.

3. The Court may meet by videoconference to ensure the effective participation of all its members when their physical presence is not required.

4. The Court shall meet at the convocation of the President, the Vice-President or when exceptional circumstances so require, at the convocation of the General Secretary.

5. The Court can only deliberate validly if at least two members are present.

6. The meetings of the Court shall be held in complete confidentiality and shall be open only to its members and to the members of the Secretariat. However, the President of the Court may, if he considers it necessary and in exceptional cases, invite other persons to attend these meetings. The persons invited shall necessarily respect the confidentiality of the Court's sessions.

7. The documents submitted to the Court or prepared by it or by its Secretariat shall be kept confidential.

8. The decisions of the Court shall be taken by the simple majority of the present members, and in the event of a split vote, the President of the Court shall have the preponderant vote.

Article 6. Motivation of the decisions

1. The decisions taken by the Court shall be motivated. Any party to a dispute may request that the Court provide the reasons

for its decisions in accordance with the mizan Rules. Accordingly, the Court shall communicate to the party concerned the reasons for its decision.

2. The decisions made by the Court are not subject to appeal.

Article 7. The Board of Directors:

1. The President, the Vice-President and the General Secretary constitute the mizan's Board of Directors (the " Board of Directors").

2. The Board of Directors shall make all resolutions which are not within the competence of the Court or the General Secretary. It may be called upon at any time by the Court or by the Secretariat to decide on any matter submitted to it.

3. The resolutions taken by the Board of Directors must be brought to the attention of the members of the Court by any means or at the next session of the Court.

4. The Board of Directors shall meet at least once a month upon convocation by the General Secretary or upon request by the President.

5. The resolutions of the Board of Directors are adopted by a simple majority of votes and are recorded in the minutes of the meeting which are kept by the Secretariat.

6. The meetings of the Board of Directors, which must be attended by the General Secretary, are chaired by the President or, failing that, by the Vice President.

7. A member of the Secretariat may be called upon to attend the meetings of the Board of Directors in order to transcribe the minutes of the meeting.

Article 8. The Secretariat

1. The Secretariat acts under the direction of a General Secretary appointed by the Board of Directors. It is in charge of assisting the Court in its work by providing it with all the information and documentation necessary for its decision making.

2. The Secretariat is responsible for the administrative tasks related to the arbitration and mediation procedures conducted under the mizan Rules. To this end, he is responsible, *inter alia*, for the following:

- i. To attend the meetings of the Court and the Board of Directors and to keep the minutes, unless otherwise decided by the General Secretary;
- ii. To examine the requests for arbitration and mediation as well as any document provided by the parties in any dispute submitted to the mizan Rules, by the Arbitral Tribunal, by the Mediator or by any other person entitled to intervene in the proceedings;
- iii. To prepare analytical notes for the attention of the Court to enable it to make decisions regarding the application of the mizan Rules;
- iv. To provide follow-up correspondence and administrative assistance to the parties to the disputes submitted to

- the mizan Rules, to the Arbitral Tribunal and to the mediator;
- v. To prepare notes and other documents for the information of the parties, the arbitrators and the Mediators;
 - vi. To follow up on the financial aspects of the procedures subject to the mizan Rules; and
 - vii. To communicate and coordinate with parties wishing to use mizan's facilities in their arbitration and mediation proceedings.

3. The Secretariat shall not be empowered to represent the Court or the General Secretary unless specifically delegated by the General Secretary of mizan.

4. The members of the Secretariat shall be appointed by the General Secretary himself and shall receive, as for the General Secretary, a remuneration fixed by the Board of Directors.

5. The Secretariat shall keep in its secure archives the decisions of the Court and copies of relevant correspondence addressed by the Secretariat to the parties, arbitrators and mediators.

Article 9. Relationship between the Secretariat and the Court

1. The Secretariat, with its General Secretary, is an independent organ of the Court.

2. In the event of disagreement between the Secretariat and the Court or in the event of a dispute between the two organs, an attempt

at amicable resolution of the dispute shall be made at the initiative of both parties. If the attempt at amicable resolution is unsuccessful, the dispute shall be settled by arbitration within one month by a reputable local lawyer who shall rule in equity. The arbitration award is final and not subject to appeal.

Article 10. Confidentiality:

1. The activities of the Court and the Secretariat are strictly confidential.
2. Unless the parties agree otherwise, the Court and the Secretariat shall maintain strict confidentiality of the arbitration and mediation proceedings.

Article 11. Mizan's Internal Rules

1. The Court can, at any time, make any modification to the present Internal Rules that it considers useful. Exceptionally, the approval of the General Secretary is required for proposed amendments to these Internal Rules.
2. The Internal Rules of mizan are an integral part of the mizan Rules.



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