

# **Expedited Arbitration Rules**

**In force as from 1 January 2022**





**Mizan Arbitration**  
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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 who administers arbitration proceedings under the mizan Expedited Arbitration Rules (the “**Rules**”).

The expedited arbitration proceeding of mizan is an arbitration mode which aims at conducting arbitration proceedings within a short timeframe and a controlled cost.

Therefore, the Rules adopt a certain number of measures which relate mainly to the composition of the Arbitral Tribunal for the expedited arbitration formed with a sole arbitrator, the setting of strict proceedings time limits for the parties and the Arbitral Tribunal or even to a possible limitation of the nature and the quantity of documentary exchanges, the pleadings and oral hearings which may be required from the parties.

The expedited arbitration proceedings are administrated by the mizan Court of Arbitration (the “**Court**”), which is assisted by the Court’ Secretariat (the “**Secretariat**”), under the direction of its Secretary General, and whose statutes are set forth in the mizan’s Internal Rules.

## MODEL CLAUSE FOR MIZAN EXPEDITED ARBITRATION

The Center recommends to parties wishing to use mizan's expedited arbitration in accordance with the Rules to insert the following standard clause in their contracts:

*“Any disputes arising out of or in relation with this agreement shall be finally settled by expedited arbitration in accordance with the mizan Expedited Arbitration Rules of the mizan Arbitration and Mediation Center by a sole arbitrator 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 **the[...]**.”*

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## Section I.

### Introductory Rules

#### **Article 1. Scope of application**

1. Where the parties have agreed in writing that their dispute in respect a defined legal relationship, whether contractual or not, shall be submitted to the expedited arbitration in compliance with the Rules, then such a dispute shall be settled in accordance with these Rules subject to any modifications 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 applicable Rules on the arbitration commencement date, unless they have agreed to refer to the Rules in effect on the date of their arbitration agreement.

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

4. The Rules apply if:

- a. The parties expressly refer to it in their arbitration agreement; and
- b. The Claimant's principal claimed value amount does not exceed the limit of ten million (10.000.000) dirhams or its equivalent in eligible currencies at the official rate with Bank Al-Maghrib, notwithstanding any counterclaim submitted by the Respondent in response to the Request in accordance with article 4 of the Rules; or

- c. The parties agree regardless the dispute amount.

5. The Rules do not apply if:

- a. The parties have agreed to exclude in the arbitration agreement the application of the Rules;
- b. The Court decides, *ex officio* or at the request of a party, before the constitution of the Arbitral Tribunal, that it is inopportune, in view of the exceptional circumstances and the nature of the dispute, to apply the Rules; or
- c. The Arbitral Tribunal decides by a reasoned order, at the request of one of the parties and after having invited the parties and the Court to express their views, that with respect the exceptional circumstances and the nature of the dispute, it is inappropriate to apply the Rules.

6. The Court may at any time of the arbitration proceedings, systematically or at the request of a party, and after having consulted the Arbitral Tribunal and the parties, decide that the Rules shall no longer apply to the case.

7. If the Rules cease to apply to the arbitration under paragraphs 5 and 6 mentioned above, the Arbitral Tribunal shall remain in place and conduct the proceedings in accordance to the mizan Arbitration Rules.

8. The Arbitral Tribunal shall conduct the proceedings expeditiously, taking into account the fact that the parties have agreed to submit their dispute to the expedited arbitration and to the time limits set forth in the Rules.

## **Article 2. Notification and calculation of time limit**

1. A notice, including a communication or proposal, may be transmitted by any communication means which evidence or which allow for a record of its transmission.

2. If an ordinary or electronic 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 it is delivered to the address of the head office of the establishment, the registered address, the usual address, the postal address, or the addressee's e-mail address.

4. If, after reasonable diligences, a notice cannot be delivered in accordance with paragraph 2 or 3, such a 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 with discharge 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. 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 specifying the dispute to be referred to expedited arbitration;
- b. The name(s), designation(s), capacity(ies) and contact details of the party(ies) to the arbitration;
- c. The name(s), denomination(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 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 related amount, if any;

- g. The purpose of the Request and its motives; and
- h. A proposal as to the language of the arbitration, the seat of the arbitration and the applicable rules to the dispute. These details shall be provided by the Claimant, unless agreed in the arbitration agreement.

4. The Request shall be accompanied with, 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 provided in the contract in dispute or the full text of the arbitration covenant concluded following the occurrence of the dispute.

5. 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.

6. Once the Secretariat is satisfied that the Request meets the requirements set forth in this article and that the required registration cost has been paid, it shall notify the Respondent.

7. 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 a disagreement shall be decided without delay and finally by the Arbitral Tribunal.

## **Article 4. Response to the Request and counterclaim**

1. Within fifteen (15) 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; and
- b. A description of any counterclaim or set-off claim that may be asserted, including where relevant, an estimate of the related claimed amount, the object and the basis of such a claim.

3. The Secretariat may grant Respondent an extension of time to submit the Answer, which will not exceed a total of Fifteen (15) additional days.

4. 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.

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

6. The Respondent’s failure to respond or the incomplete or late response of the Respondent to the Request shall not prevent the constitution of the

Arbitral Tribunal. Such failure of Respondent to respond 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 it has the broadest powers to ensure the proper conduct of the arbitral proceedings.
2. By agreeing to arbitration under the Rules, the parties agree that it shall be administered by the Court.

## **Section II.**

### **Composition of the Arbitral Tribunal**

#### **Article 7. Number of arbitrators**

Notwithstanding any contrary agreement of the parties, a sole arbitrator shall be appointed.

#### **Article 8. Appointment of the arbitrator**

1. The parties may propose the sole arbitrator within a time limit to be determined by the Secretariat.

Failing such proposal, the arbitrator shall be appointed by the Court without delay.

2. The parties may propose the sole arbitrator from the list of arbitrators proposed by mizan.

3. If the parties agree to submit the dispute to an arbitrator who is not in the list, they shall promptly notify the Secretariat of the contact details of the prospective arbitrator for approval by the Court.

4. The arbitrator proposed outside the list should necessarily be approved by the Court and should accept to the Rules.

### **Article 9. Statements by the arbitrator**

1. When a person is foreseen 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 her/him of the capacity to exercise commerce or one of her civil rights;
- b. if she or 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 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 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 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/she 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 seven (7) days from the date of his appointment notification, a written, dated and signed declaration attesting his/her impartiality, independence and availability.

#### **Article 10. Recusal of the arbitrator**

1. The arbitrator may be recused 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**

1. A party that wishes to recuse an arbitrator shall notify the Secretariat in writing of its request for challenge within seven (7) days following the notification date of the appointment of this arbitrator or within seven (7) days following the date it became aware of the circumstances referred to in Articles 9 and 10 above. The notification of the challenge shall present the latter's 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/her office. This acceptance or this variation do not imply the reconnaissance of the challenge motives.

4. If, within seven (7) 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**

When it is necessary to replace an arbitrator during the arbitral proceedings, a substitute shall be appointed or chosen by the Court.

## **Article 13. Repetition of discussions in the event of the replacement of the arbitrator**

1. If an arbitrator is replaced, the proceedings shall resume at the stage where the replaced arbitrator ceased to perform his 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 means. In exercising its discretionary powers, the Arbitral Tribunal shall conduct the proceedings in such a way as to avoid unnecessary delays and expense and it 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 filing date of the Answer.

3. Within fifteen (15) 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 shorten any deadline 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. In particular, it may decide not to allow requests for the production of documents or limit the number, length and scope of written submissions and statements - including those of any witnesses and experts -.

7. 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 hearings.

8. 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.

#### **Article 16. Seat of arbitration**

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 the one of the seats of the arbitration chosen by the parties or determined by the Arbitral Tribunal.

#### **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 upon 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 Arbitral Tribunal.

#### **Article 18. Statement of claim**

1. The Claimant shall communicate in written form, 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 capacities 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 of 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.

### **Article 19. Statement of defense**

1. The Respondent shall communicate in written form, its written statement of defense to the Arbitral Tribunal, to the Claimant, 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 defense shall reply to the indications (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 related to the dispute that the Respondent is relying on in its defense.

### **Article 20. Other written statements**

In addition to the statement of claim and statement of defense, the Arbitral Tribunal shall decide what other written documents, the parties shall or may submit to it; It shall determine a reasonable time limit within these documents must be conveyed.

## **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 fifteen (15) days. However, the Arbitral Tribunal may extend the time limits if it concludes that an extension is justified.

## **Article 22. 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 statements of witnesses or experts may be in writing and signed by them.
3. The Arbitral Tribunal shall be the judge of the admissibility, relevance and strength of the evidence, testimony and expert opinions presented to it.

## **Article 23. 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 24. 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 based on the evidence it detains.

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 25. 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 26. Decisions and awards**

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

2. 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 three (3) months following the period indicated in paragraph 1 of this article.

## **Article 27. Form and effect of the award**

1. The award previously approved by the Court within a reasonable period of time shall be rendered in writing and made available to the parties. The award is final and binding on the parties. The parties shall execute the award without delay.

2. 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.

3. 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 delivered 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.

4. The award is signed by the arbitrator and each page of the award is initialed by the arbitrator.

5. The award may 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 state court or other competent authority.

6. One copy of the award signed by the arbitrator shall be communicated without delay to the parties and to the Secretariat by the Arbitral Tribunal.

### **Article 28. Applicable law, equity rules**

1. The Arbitral Tribunal shall apply the rules of law designated by the parties as applicable to the merits 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 29. Settlement or other grounds for closing the procedure**

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 closing 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 closing 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 written form 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 27 shall apply to the arbitral awards on agreed terms.

### **Article 30. Interpretation of the award**

1. Within fifteen (15) days after the receipt of the award, a party may, by notice to the other party(ies) and the Secretariat request the Arbitral Tribunal to provide an explanation or interpretation of the award.

2. If the Arbitral Tribunal considers that the request is justified, the explanation or the interpretation shall be given in writing within thirty (30) days after the receipt of the request. The explanation or the interpretation shall form part of the award and the provisions of article 27 shall apply.

### **Article 31. Correction of the award**

1. Within fifteen (15) days after the receipt of the award, a party, with notice to the other party(ies) and the Secretariat, may request the Arbitral Tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If it considers that the request is justified, the Arbitral Tribunal shall make the correction within thirty (30) days of receipt of the request.

2. The Arbitral Tribunal may within fifteen (15) 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 27 shall apply.

### **Article 32. Additional award**

1. Within fifteen (15) days after the receipt of the closing order or the award, a party, with notice to the other party(ies) and the Secretariat, may request the Arbitral Tribunal to make an additional award as to claims presented in the arbitral proceedings but not ruled by it.

2. The Arbitral Tribunal may within fifteen (15) days after the communication of the award issue an additional award on its own initiative.

3. If the Arbitral Tribunal considers the request for an additional award to be justified, it shall render or complete its initial award within thirty (30) days after the receipt of the request. The Arbitral Tribunal may reasonably extend, if necessary, the period of time within which it shall make the award.

4. When such an award or additional award is made, the provisions of article 27 shall apply.

## **Section V.**

### **Arbitration fees**

#### **Article 33 Costs definition**

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

2. The term “fees” includes only:

- a. Registration fees as defined in article 34 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 costs and other expenses incurred by the Arbitral Tribunal ;
- e. The reasonable fees of expert advice and of other assistance required by the Arbitral Tribunal ; and
- f. The representation fees and other fees 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. When it is requested to interpret, correct or complete any award under articles 30 to 32, the Arbitral Tribunal may charge the fees referred to in paragraphs 2, with the exception of any additional fees.

4. In the case an order for closing the proceedings is issued by the Arbitral Tribunal, the Court shall make a final determination of the fees 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 taking into account the amounts already paid.

#### **Article 34. Registration costs**

1. Upon filing the Request, the Claimant shall pay a registration fee of nine thousand five hundred (9500) Moroccan Dirhams or its equivalent in foreign currency.

2. The payment of the registration fees is nonrefundable and shall be credited to the Claimant's share of the advance on fees 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 35. Administrative costs**

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

2. The amount of the 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 fees, taking into account all relevant circumstances.

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

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

### **Article 36. 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 of the dispute is the total value of all claims, including counterclaims and set-off claims.

3. Where the amount of the 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 the strict compliance with its ethical obligations relating to its impartiality, neutrality and transparency with respect to all parties. An arbitrator shall not enter, directly nor indirectly, into agreements with the parties or their representatives relating to its fees or arbitration fees and shall not, under any circumstances, accept gifts nor 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 37. Allocation of costs**

1. The fees 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 38. 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 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 39. Value added tax**

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

## **Section VI.**

### **Miscellaneous**

#### **Article 40. 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 41. 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 is subject to the exclusive jurisdiction of the courts of Casablanca (Morocco).

#### **Article 42. 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 fees of the center in dirhams (MAD)
Less than 500.000	18.000
Between 500.001 and 1.000.000	24.000
Between 1.000.001 and 2.500.000	32.000
Between 2.500.001 and 5.000.000	41.000
Between 5.000.001 and 7.000.000	53.000
Between 7.000.001 and 9.000.000	68.000
Between 9.000.001 and 10.000.000	75.000
More than 10.000.001	To be determined by the Court

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

## Appendix 2. Arbitral Tribunal fees

Value of the dispute in dirhams (MAD)	Arbitral tribunal fees in dirhams (MAD)
Less than 500.000	30.000
Between 500.001 and 1.000.000	50.000
Between 1.000.001 and 2.500.000	75.000
Between 2.500.001 and 5.000.000	102.000
Between 5.000.001 and 7.000.000	158.000
Between 7.000.001 and 9.000.000	189.000
Between 9.000.0001 and 10.000.000	248.000
More than 10.000.001	To be determined by the Court

## Annex 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 Rules<sup>1</sup>.

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
- 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,

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<sup>1</sup> 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](http://www.mizan-adr.com).

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 exercises 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 expedited 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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