


# Mediation Rules

**In force as from 1 april 2022**






**Mizan Arbitration**  
**28 Boulevard Moulay Youssef, 20070**  
**Casablanca - Morocco**

**[www.mizan-adr.com](http://www.mizan-adr.com)**

**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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Publication date : April 2022



## PREAMBLE

The mizan Arbitration and Mediation Center ("**The Center**" or "**mizan**") is an independent institution that administrates mediation procedures in accordance with the mizan Mediation Rules (the "**Rules**").

The purpose of the Rules is to provide a flexible framework destined to resolve a dispute between two or more parties through the appointment of a neutral third party, known as a mediator, charged to facilitate the conclusion of a settlement settling the dispute in whole or in part (the "**Mediation**").

The Mediation 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 secretary general and whose statutes are set forth in the mizan Internal Rules.<sup>1</sup>

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<sup>1</sup> mizan Internal Rules is attached to these Rules.

## MIZAN MODEL MEDIATION CLAUSE

The Center recommends to the parties wishing to have recourse to mizan mediation 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 subject to the Mediation Rules of the mizan Arbitration and Mediation Center.*

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

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

**If the parties wish to submit the dispute to Mediation, then to arbitration if necessary, the Center recommends the addition of the following:**

*“If the mediation does not result in a settlement the dispute shall be finally settled in accordance with the Arbitration Rules of the mizan Arbitration and Mediation Center by one or more 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 the [...] language”*

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## **Article 1. General provisions**

- 1- Mediation is carried out at the request of the parties to an existing or future dispute. It also carried out at the request of one or both parties when they are bound by a mediation convention.
- 2- Mediation can also be carried out:
  - a) at the request of a party wishing that the Center offers such Mediation and if the other party does not object to it;
  - b) at the request of one of the parties in the midst of arbitration proceedings, wishing to suggest Mediation, and provided that the other party accepts; &
  - c) on the proposal of the Center when it is seized by a request for arbitration and it considers that Mediation can be suggested to the parties and if the latter accept it.
- 3- Where the parties agree to the recourse to Mediation in accordance with the Rules, they agree to abide by the Rules in effect at the date of the commencement of the Mediation, unless they have agreed to be bound by the Rules in effect on the date of their Mediation convention.

## **Article 2. Referral to the Center in the presence of a prior agreement**

- 1- Any party (ies) initiating mediation under the Rules must submit its request for Mediation (the "**Request**") to the Secretariat at mizan's headquarters with a receipt or by electronic mail validly received by the Secretariat, necessarily followed by a mailing by registered mail of the same request. The

Secretariat shall notify to the party having filed the Request the receipt of the latter.

- 2- The Mediation procedure is deemed to have started at the date where the notice of mediation carried out by the Secretariat is received by the other party(ies).
  
- 3- The Request must contain the following information:
  - a) The Request stating that the dispute shall be submitted to Mediation;
  - b) The name(s), designation(s), capacity(ies) and contact details of the party(ies) to the Mediation;
  - c) The name(s), designation(s) and contact information of any person representing the parties in the Mediation;
  - d) The designation of any contract or other legal document from which the dispute arose or to which it relates or, in the absence of such contract or instrument, a brief description of the contractual relationship involved;
  - e) A brief description of the dispute and an estimate of its related amount, if any;
  - f) The purpose of the Request and its motives;
  - g) A proposal as to the language of the Mediation procedure, the time limit in which the latter must be conducted and the seat of the Mediation. These details shall be provided by the Claimant, unless agreed in the arbitration agreement.
  - h) The designation of the invoked mediation convention, whether in the form of a mediation clause or any reference to mizan's Mediation Rules or a mediation agreement; and

- i) Any joint appointment of a Mediator by all the parties or any agreement of all the parties about the capacities of the Mediator to be appointed by the Court in the absence of a joint appointment, or, in the absence of such agreement, any proposal regarding the capacities of the Mediator.
- 4- The Request must 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 mediation convention, which is either the content of the mediation clause provided in the contract in dispute or the full text of the mediation agreement concluded following the occurrence of the dispute.
- 5- If the Request fails to comply with any of the requirements of this article, the Secretariat may require to the party which submitted the Request to comply with them 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- Unless the Request has been filed jointly by all parties and where it has sufficient number of copies of the Request and the required registration fees have been paid, the Secretariat transmits to the other parties, as an answer, a copy of the Request and the appendices.



- 7- Within fifteen (15) days upon the reception of the Request, the other party(ies) must submit to the Secretariat an answer (the “**Answer**”), which must contain the following information:
  - a) His name(s), designation(s), capacity(ies) and contact details;
  - b) The name(s), the designation(s) and the contact details of any person(s) representing the Defendant in the Mediation; and
  - c) An answer to the information and propositions listed on the Answer as per the article 2 paragraph 3 of the Rules.
- 8- The Secretariat may grant an extension of time to submit the Answer, provided that the request of extension contains the observations or propositions indicated in the Request as per the article 2 paragraph 3 of the Rules.
- 9- The Secretariat communicates the Answer to the other party(ies).
- 10- Failure to respond the Request will result in the termination of the Mediation.

### **Article 3. Referral to the Center in the absence of a prior agreement**

- 1- Where there is no prior agreement to submit a dispute to the Rules, any party wanting to suggest to the other to submit the dispute to the Rules can seize the Center by submitting its Request to the Secretariat in mizan’s headquarters with discharge or by electronic mail validly received by the Secretariat

necessarily followed by a mailing by registered mail of the same Request. The Secretariat notifies to the party having submitted the Request the reception of the latter.

- 2- The Request shall contain the information planned in the article 3, paragraph 3, subparagraphs (a) to (g).
- 3- The Request shall be accompanied with the evidence of payment of the registration costs determined by the Rules.
- 4- When the Request of a party is registered, the Center informs the other party(ies) by registered letter with notice of receipt and suggests the implementation of the Mediation by attaching the present Rules. The Center allows it, upon receipt of the mailing, a time limit of fifteen (15) days to answer to the Mediation proposal. The dispositions issued in the paragraphs 7 and 8 of the article 2 of the Rules shall apply to the Answer.
- 5- Where the parties agree to submit their dispute to the Rules, the procedure is introduced at the date in which the Secretariat sends to the parties the confirmation of the conclusion of said agreement.
- 6- Where the parties are unable to agree to submit their dispute to the Rules within fifteen (15) days starting the date of the reception of the Request by the party(ies) or within any additional time the Secretariat may reasonably allow, the procedure is not introduced.

#### **Article 4. Appointment of the Mediator**

- 1- The parties may jointly appoint a mediator for confirmation by the Court.
- 2- In the absence of an agreement between the parties within fifteen (15) days following the date of the filing of the procedure, the Court, after consultation of the parties names a mediator or suggests a list of mediators.
- 3- In making the appointment of the mediator, the Court must guarantee the appointment of an independent and impartial mediator. The Court takes into account the capacities of the expected mediator, including, amongst others, his nationality, his linguistic knowledge, his training, his qualifications and his experience, as well as his availability and his aptitude to conduct the Mediation in accordance with the Rules.
- 4- Where a person is approached to be appointed as a mediator, she is required to disclose in her declaration any situation of incapacity or impartiality as well as all circumstances which may raise legitimate doubts about her impartiality or independence.
- 5- The designated mediator must necessarily sign a statement of acceptance of his mission and attest to his impartiality, independence as well as his availability and aptitude to conduct the Mediation in strict compliance with the Rules. The statement must also state all facts and circumstances known to the Mediator that may call into question his impartiality.

- 6- The appointment of a mediator is final only at the moment of his acceptance of the mission. The mediator nominated this way must present, in a seven (7) days' time starting the date in which his appointment has been notified to him, a written statement, dated and signed confirming his impartiality, independence and availability.
- 7- If a party objects the mediator nominated by the Court, she notifies her objection and her motives to the Secretariat and the other party(ies) within seven (7) days following the reception of the notice of the appointment of the mediator. The Courts examines the received motives and proceeds without delay to the appointment of another mediator.
- 8- If the parties wish so, multiple mediators may be appointed by them or by the Court's proposal. The procedure issued in this article of the Rules is applicable to each mediator.
- 9- Unless otherwise agreed in writing by all parties, a mediator must not act or have acted, whether as a judge, arbitrator, expert or a representative or advisor of a party, in a legal or arbitral procedure or a similar procedure related to the dispute that is or has been the subject of a procedure referred to in the Rules.

### **Article 5. Seat and language of the Mediation**

If not previously agreed by the parties, the seat and language of the Mediation shall be set by the Court in light of the circumstances of the case.

## **Article 6. Conduct of the procedure**

- 1- The mediator is free to conduct the procedure in the manner he'll deem adequate according to the nature of the dispute and the will of the parties.
- 2- The mediator provides to the parties within fifteen (15) days following his appointment a written note summarizing the facts of the disputes and the manner in which the mediation shall be conducted. A copy of the note shall be sent to the Secretariat.
- 3- The mediator must, in his acts and management of the procedure, treat the parties in all equity and impartiality.
- 4- The mediator may communicate with the parties orally or in writing, together or individually and in person or remotely. The use of any means of secure and approved by the parties telecommunication is authorized.
- 5- The Center may, subject to a pre-established schedule and after payment of additional administrative fees, make available for the Mediator and the parties, the facilities of the Center to hold any session of Mediation.
- 6- Before any meeting, each party must communicate to the mediator and the other party, the list which will include the identity of the persons that will assist to said meeting.
- 7- Each party must communicate through written form to the Secretariat, the mediator and to the other party, the identity of the person authorized to end the dispute in the name and on behalf of such party.

- 8- The duration of the mediator's mission is freely fixed by the parties on the proposal of the mediator or the Secretariat without it exceeding three (3) months stating the date in which the mediator accepted his mission. However, the parties may after agreement from the mediator and the Center, extend through written form the duration of the procedure.
- 9- The mediator can only renounce to his mission with the approval of the parties and the Court or when the fixed time limit at the precedent paragraph expires without the parties reaching a settlement.
- 10- The mediator may hear the parties and compare their points of view to enable them to find a solution to the conflict between them. He can, after approval by the parties, hear the third parties that consent to it and request any expertise that will clarify the dispute.
- 11- Each one of the parties shall act in good faith throughout the Mediation.

#### **Article 7. End of the procedure**

- 1- The procedure ends at the occurring of the first of the following events:
  - a) The signature by the parties and the mediator of a settlement ending the dispute;
  - b) The notice by a party to the other party(ies), the mediator and the Secretariat of its will of not pursuing the Mediation;

- c) The notice by the mediator to the parties and the Secretariat of the completion of his mission following (i) the failure of the Mediation, (ii) the expiry of the time limit given to the procedure or (iii) the occurrence of an event rendering him unable to continue his mission; or
  - d) The notice by the Secretariat to the mediator and to the parties of the closing of the procedure following the non-payment of the procedure's fees.
- 2- Each party will keep an original copy of the settlement at the end of the Mediation. The mediator will address one copy to the Secretariat.

### **Article 8. Costs of the procedure**

- 1- The Court sets the costs of the procedure of mediation in the course of the procedure.
- 2- The "costs" include only:
  - a) The registration fees as defined below;
  - b) The administrative fees fixed as per the Appendix to the Rules;
  - c) The mediator's or co-mediator's fees fixed as per the Appendix to the Rules;
  - d) The reasonable travel and other expenses incurred by the mediator or co-mediators; and
  - e) The reasonable fees of expert advice and of other assistance required by the mediator or co-mediators.

- 3- When filing the Request, the party seizing the Center shall pay registration rights amounting to ten thousand (10.000,00) Moroccan Dirhams or its equivalent in foreign currency.
- 4- The payment of the registration fees is non refundable and shall be credited to the party that referred the matter to the Center for its share of the advance on costs of the Mediation.
- 5- The administrative costs and the mediator's or co-mediator's fees are fixed according to the value of the dispute as per the Appendix to the Rules.
- 6- Where the value of the dispute cannot be definitely established, the Court fixes to its own discretion the administrative costs taking into consideration all the relevant circumstances.
- 7- Upon initiation of the proceedings, the Secretariat shall order the parties to pay an advance on the costs of the proceeding as set out in the Appendix to the Rules. The retainer shall be paid equally by the parties unless otherwise agreed in writing.
- 8- If the required advance is not paid, the Secretariat may suspend the Procedure until the situation is regularized. The Secretariat shall terminate the Procedure thirty (30) days after a reminder to regularize the situation has remained unsuccessful.
- 9- Every party has the ability to pay the outstanding balance of the costs of the



proceedings in the event that the other party fails to pay its share.

- 10- Any other expenses of a party shall be borne by that party unless the parties have agreed otherwise in writing.
- 11- The fees and charges set forth in the Schedule to the Regulations are inclusive of all taxes.

### **Article 9. Confidentiality**

- 1- The mediator is bound by the obligation of professional secrecy with respect to third parties unless otherwise required by law or agreed upon by the parties.
- 2- All proceedings, negotiations, statements, documents and agreements of the parties are kept confidential unless otherwise required by law or agreed to by the parties.
- 3- The mediator's findings and statements may not be referred to in any court or arbitration proceeding in which the dispute is pending unless otherwise required by law or agreed by the parties.

### **Article 10. Representation and assistance**

- 1- Each party may be represented or assisted by persons of its choice.
- 2- At any time, the Secretariat and the mediator may, on their own initiative or at the request of a party, require proof of the credentials of each party's representative in such form as they may determine.

## **Article 11. The mizan Arbitration & Mediation Court**

- 1- The Court is the only institution authorized to administer Mediations subject to the Rules and to this end it has the broadest powers to ensure the proper execution of the Mediation procedure.
- 2- By agreeing to Mediation under the Rules, the parties agree that it will be administered by the Court.

## **Article 12. Limitation of liability**

- 1- Except in the case of willful misconduct or gross misconduct, the parties waive, to the fullest extent permitted by applicable law, any action against the mediators, the Center, and any person appointed by the mediator for any act or omission in connection with the Mediation.
- 2- It is to be recalled, as far as necessary, that the Mediator exercises his functions in total independence from the Center and its bodies.

## **Article 13. Applicable law and dispute convention**

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

## **Article 14. Appendices to the Rules**

The Appendices to the Rules are 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 300.000	12.000
Between 300.001 and 1.000.000	219.000
Between 1.000.001 and 2.500.000	28.000
Between 2.500.001 and 5.000.000	41.000
Between 5.000.001 and 8.000.000	62.000
Between 8.000.001 and 16.000.000	78.000
Between 16.000.001 and 32.000.000	98.000
Between 32.000.0001 and 64.000.000	112.000
Between 64.000.001 and 128.000.000	164.000

Between 128.000.001 and 256.000.000	210.000
Between 256.000.001 and 500.000.000	248.000
More than 500.000.000	298.000

\*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)	Arbitral Tribunal fees in dirhams (MAD)
Less than 300.000	1400
Between 300.001 and 2.500.000	1700
Between 2.500.001 and 8.000.000	2100
Between 8.000.001 and 32.000.000	2600
Between 32.000.001 and 128.000.000	3200
Between 128.000.001 and 500.000.000	4000
More than 500.000.000	4500

\* The mediator's fees are calculated at an hourly rate and fixed by the Court according to the importance of the dispute within the limits of the above schedule.

## 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 Rules<sup>2</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

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<sup>2</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).

- 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 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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