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Morocco

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Introduction

There is no doubt that Morocco has travelled a long way towards modernising its legal framework for domestic and international arbitration by initiating continuous reforms in order to encourage international investment with more efficient and innovative arbitral proceedings and to affirm that Morocco is an arbitration-friendly jurisdiction. The first main reform was adopted on December 6, 2007 by the publication of law n° 08-05, amending the Moroccan civil procedure code of September 28, 1974; and the second reform occurred with the publication on June 13, 2022 of a new arbitration law n° 95-17 (the "**Law**"), fully detached from the Moroccan civil procedure code.

The Law is based on the United Nations Commission on International Trade Law ("**UNCITRAL**") Model Law on Arbitration and bestows numerous solutions generated by the case law of the Moroccan Supreme Court with respect to arbitration proceedings.

Comprising 105 articles, the current arbitration Law implemented some significant innovations such as the ability of the judge of annulment to severely sanction the party who has filed an abusive annulment suit against a domestic award – and potentially an international arbitral award – or as the promotion of the Online Dispute Resolution whereby hearings could be held by videoconference, along with the arbitration agreement and arbitral award which are deemed to be validly notified through electronic messages.

Additionally, the definition of international arbitration has been confirmed as involving international trade interests, where at least one of the parties has its domicile or headquarters outside Morocco. Furthermore, the membership application of the Moroccan State to the African Economic Community of West African States organisation should highlight the need for Moroccan judicial and legal professionals to acquaint themselves with OHADA laws and regulations, particularly those relating to arbitration applicable to 17 Sub-Saharan African States with whom Morocco has extensive trade and investment projects.

Morocco was among the first countries that ratified, on February 12, 1959, the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "**New York Convention**"), with the sole reciprocity reservation which renders applicable Article XIV of said Convention.

Arbitration agreement

Article 2 of the Law provides that an arbitration agreement is an agreement by which the parties undertake to have recourse to arbitration in order to solve an arising or future dispute relating to a legal relationship, regardless of its contractual or non-contractual nature. The Law provides for two main sets of arbitration, distinguishing domestic arbitration from international arbitration.

Moreover, the Law provides that an arbitration covenant shall be in the form of an arbitration clause or an arbitration agreement. Article 6 of the Law specifies that the arbitration clause is a contract provision in which the parties decide *ante litem* that all or part of the disputes that may arise from or in connection with the main contract will be resolved by arbitration; and Article 4 defines the arbitration agreement as the parties' decision to submit their already occurred dispute to an arbitral tribunal.

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

With respect to domestic arbitration, the Law provides for minimum content depending on whether it is an arbitration clause or an arbitration agreement. Under penalty of nullity, the arbitration clause must be specified unequivocally in writing in the main contract or in a document to which it refers. It is therefore understood that the Law no longer requires that the arbitration clause should either nominate the arbitrator(s) or at least provide for the modalities of their designation. Alternatively, Article 5 of the Law provides that under penalty of nullity, the arbitration agreement should (i) determine the subject matter of the dispute, and (ii) include the ID information of each party, his/her address, as well as his/her e-mail address. The arbitration agreement shall be void if it includes the appointment of the arbitral tribunal and that one of the appointed arbitrators, or that the sole arbitrator, has declined or is unable to fulfil the assignment entrusted to him/her, unless the parties agree otherwise.

The arbitration clause must unequivocally be written in the main agreement or in a document to which it refers. The same aforesaid conditions are necessary for the arbitration agreement, which must be in writing, either by authentic instrument or private deed or by minutes drawn up before the arbitral tribunal, selected or by any other means agreed upon by the parties (Article 3 of the Law). Thus, the arbitration covenant shall be deemed to be in writing when it is recorded in a document signed by the parties or in an exchange of letters, telegrams or any other means of written telecommunication or by virtue of an email, or in the exchange of memoranda of the parties in which the existence of such an agreement is alleged by one party before the arbitral tribunal and is not disputed by the other. If this condition is not satisfied, the arbitration clause or the arbitration agreement is void.

The Law governing international arbitration in Morocco, and particularly in Article 73, provides that "*the arbitration agreement may, directly or by reference to arbitration rules, appoint the arbitrator or arbitrators or determine the terms of its/their appointment as well as those of its/their replacements*" (translated from Arabic to English). This Article implicitly provides that international arbitration agreements should be in written form. Moreover, Article II of the 1958 New York Convention, to which Morocco is a contracting party, provides that contracting states should recognise "*an agreement in writing, under which the parties undertake to submit to arbitration all or any differences which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not, concerning a subject matter capable of settlement by arbitration (…)*". Therefore, in order for an international arbitration agreement to be recognised in Morocco, the agreement must be in written form.

Arbitration procedure

Besides governing both domestic and international arbitration, the Law sets out the procedural rules applicable to domestic and international arbitration in Morocco.

Firstly, domestic arbitration may be *ad hoc* or institutional. In the case of an institutional arbitration, the procedural rules are those selected by the institution who will settle the

dispute. In the context of an *ad hoc* arbitration, the Law provides that the procedural rules may be determined by the parties or by the arbitral tribunal. However, should the parties fail to determine the rules of procedure, the elected arbitral tribunal will have to elect these rules in conformity with the law regarding such rules of procedure (Article 10 of the Law).

Secondly, in international arbitration proceedings, the arbitral tribunal is free to elect which procedural rules it deems necessary. Indeed, Article 74 of the Law provides that *"the arbitration agreement may, directly or by reference to rules of arbitration, determine the procedure to be followed in the arbitration proceedings and may also submit it to the procedural law that it decides on. If the arbitration agreement does not specify, the arbitral tribunal shall rule on the procedure of its own motion, either by reference to a specific law or arbitration rule"* (translated from Arabic to English). Accordingly, the parties are free to decide the procedural rules, but they are limited to three options. They may submit their arbitration proceedings to the rules of procedure of a specific arbitration institution or of a specific law, or they can agree a procedure of their own if it complies with the principles and provisions of Moroccan public policy.

The New York Convention clearly provides in Article V.1 (d) that in the absence of any contractual provisions fixing the rules of procedure of the arbitral proceedings, the law of the seat of the arbitration should apply. Thus, the arbitral tribunal is bound by the procedural rules set out in the country of the seat of arbitration. In fact, the tribunal should comply with these rules in order to avoid any subsequent dispute concerning the recognition or the enforcement of the arbitral award.

The Law explicitly provides in its Articles 62, with respect to domestic arbitration, and Article 82, with respect to international arbitration, whether *ad hoc* or institutional, that notwithstanding any stipulation to the contrary, arbitral awards may be subject to an annulment appeal if the parties and/or the arbitral tribunal do not comply with certain mandatory provisions set forth in the Law. These mandatory provisions are listed in the aforementioned Articles and they pertain to, respectively, (i) the validity of the arbitration agreement, (ii) the valid constitution of the arbitral tribunal and its defined scope of responsibility, (iii) the award, which should comply with a specific formalism as defined in Articles 51 and 52 (for domestic arbitration only), (iv) the arbitration proceedings, specifically the time limit, the procedural rules, the applicable law and the respect of the rights of defence, and (v) the respect of public order – which is still a complex and undefined concept of law.

The seat of arbitration is left to the parties' choice; however, its determination is not without effect. In fact, the seat of arbitration determines the legal framework of the arbitration's proceedings. The parties must pay particular attention to the choice of the seat of arbitration since it can have significant implications for the conduct of the arbitration and the enforcement of the final award. The seat of arbitration will set the applicable law to the procedure and the competent courts that may intervene during the arbitration and after the award is rendered.

The Law, and particularly Article 39 of the Law, provides that, unless otherwise agreed by the parties, the arbitral tribunal shall hold hearings to allow the parties to explain the purpose of the arbitral proceedings and to present their evidence. The hearings before the arbitral tribunal are done after swearing-in, and the parties may be represented or assisted by any person of their choice. The Law allows the arbitral tribunal to be limited to the production of briefs and written documents.

According to the Law, the arbitral tribunal can organise the arbitral proceedings, provided that the procedure complies with certain fundamental procedural principles; specifically, the

fundamental principles of respect for the rights of defence and the *inter partes* principle. In order to comply with these principles, the arbitral tribunal should summon each party to the litigation, and each party should receive all the elements produced during the proceedings from the arbitral tribunal. In fact, Article 62 paragraph 5 of the Law provides that *"arbitral awards may be subject to annulment proceedings (...) when one of the parties was not able to defend itself because it was not properly informed of the appointment of an arbitrator, the arbitration proceedings or for any other reason relating to the duty of the rights of defence (...)"* (translated from Arabic to English).

Accordingly, under Article 35 of the Law, the claimant is required to produce to the arbitral tribunal a written submission. The claim must contain, among other details: the names and addresses of both the claimant and respondent; a summary of the facts concerning the arbitral proceeding; and the main points that are in disagreement which generated the dispute. The claimant must attach to its request for arbitration all supporting documents and evidence intended to be used during the arbitration and the request should be duly notified to all parties involved in the arbitral proceeding.

After submitting its arguments, the claimant will wait for the respondent(s)' arguments in defence. This answer should be in written form and made with all supporting documents and evidence it/they intend(s) to use within the agreed timeframe between the parties or imposed by the arbitral tribunal (Article 36).

The parties may determine a deadline for the arbitration proceeding and thus compel arbitrators to draft their award within a specified period. However, the Law limits the timeframe for delivering the award to six months, unless the parties agree otherwise or where there is disagreement, by a reasoned order issued by the President of the competent court at the request of any of the parties or of the arbitral tribunal (Article 48).

Pursuant to Article 40, the failure of a party to attend any hearing sessions or to submit the required documents within the time limit set for it and without a valid reason, will not affect the arbitral proceedings. The arbitral tribunal may continue the arbitral proceedings and render its award on the dispute.

According to Article 44, the arbitral tribunal is competent to rule on all questions and exceptions that are relevant to the resolution of the dispute. However, it is explicitly provided that the arbitral tribunal is not competent to rule on issues concerning claims of forgery regarding a document submitted in arbitration. As such, the arbitral tribunal can continue its examination of the case if it considers that the outcome of the forgery proceedings is not obstructing the arbitration proceedings. Otherwise, it would have to suspend the proceedings until a final judicial judgment in the forgery case is rendered.

As to the burden of proof and evidence before courts, Moroccan courts have an inquisitorial procedure which means that the court is actively involved in investigating the facts of the case and it can *ex officio* or at the request of one or both parties, order different investigative measures such as independent expertise, site visit, authentication of handwriting or any other investigative measures before ruling on the merits. In addition, the arbitral tribunal may investigate the dispute by hearing witnesses, involving experts or by requesting documents from a party who holds a piece of evidence (Article 41).

Arbitrators

The status and the quality required for arbitrators are left to the parties' intention. However, Article 11 provides that only natural persons who benefit from their full capacity to exercise their civil rights may fulfil the responsibility of an arbitrator according to the Law. These

individuals who wish to act as arbitrators should have their full civil rights and their ability to perform commercial acts should not be subject to any final convictions. Furthermore, the same Article adds as a new requirement that the arbitrator should demonstrate a minimum level of expertise and scientific competence, which qualifies him/her to perform the arbitration function. It is clearly understood that only legal persons can administer the arbitration process.

Besides, Article 20 of the Law specifies that (i) the arbitral tribunal may be constituted of a sole arbitrator or of a panel of arbitrators, (ii) in any case, and under penalty of nullity of the arbitration, the number of arbitrators designated by the parties should be odd, and (iii) in the case the parties to arbitration failed to agree on the number of arbitrators, the number shall be three.

Usually in *ad hoc* arbitrations, the parties appoint the arbitral tribunal, whereas in institutional arbitrations, arbitrators are appointed by the arbitration institution in accordance with the parties' choice.

Article 23 of the Law provides that if the parties or the arbitrators fail to reach an agreement in order to appoint the sole or the additional arbitrator(s), the President of the jurisdiction will proceed to the designation of the arbitrator(s) pursuant to an order, with no possible judicial recourse.

The arbitral tribunal is constituted as soon as all the arbitrators have confirmed their role. By accepting their role, the arbitrator(s) must start the proceedings and conduct it until the end. Furthermore, an arbitrator cannot resign from his/her position as an arbitrator in the arbitral tribunal and thus his/her responsibility, unless he/she has legitimate reasons (Article 30).

In international arbitration, the Law provides that the arbitration agreement may choose the arbitrators directly or by reference to institutional rules of arbitration or provide the criteria of their designations and replacements (Article 73). However, if the parties face difficulties in the constitution of the arbitral tribunal, the Law provides that if the arbitration takes place in Morocco, the most diligent party may seize the President of the Commercial court who will be empowered to declare the award enforceable, or if the arbitration takes place abroad and the parties agree on the application of the Law to their arbitration, the most diligent party may seize the President of the Commercial court of Casablanca (Article 73). The Law allows the parties to agree in their arbitration agreement to find a solution for resolving this kind of difficulty without involving any national judge as to refer to an appointing authority.

In addition, and with respect to the Moroccan international law of arbitration, there are no specific provisions concerning the resignation of arbitrators. However, pursuant to the Law, in the event the parties choose to apply Moroccan Law and, provided they have not agreed otherwise, the provisions regarding the resignation of arbitrators that apply to domestic arbitration will be applicable to their international arbitration proceeding (Article 75).

By accepting their role, the arbitrators *de jure* enter into an agreement with the parties. The arbitrators must be independent and impartial, available and diligent and they should preserve the confidentiality of the proceedings. Indeed, the arbitrators must be independent from each party and their counsels meaning that, in order to avoid any issues related to a conflict of interest, arbitrators should not have any personal or professional relationship with any of the arbitrators or the parties or their counsels, whether a relation of subordination, joint business interests or a family relation. Also, they must be impartial in their decision-making and not foster a party against another in their approach to the arbitration case. In the event an arbitrator is aware of any circumstances which may give rise to justifiable doubts

as to his/her independence or impartiality, he/she must reveal them spontaneously and in writing to the parties at the time they accept their role (Article 30).

By accepting their role, the arbitrators must respect their obligations of resolving a dispute until the litigation case comes to a solution (Article 30). Moreover, the Law provides that information received by arbitrators during the exercise of their function is covered by the rules of professional secrecy (Article 31).

On the other hand, as the arbitration agreement is considered an agreement between the parties and their arbitrator(s), arbitrators have the right to be paid for their arbitration services and to be reimbursed for their expenses. In fact, this right is a contractual right that directly originates from the arbitration agreement. In an *ad hoc* arbitration, the arbitral tribunal and the parties are free to decide the amount and the modalities of payment of the arbitral fees. However, in the absence of an agreement between the parties and the arbitrators to fix said fees, the arbitral tribunal shall fix the fees by an independent decision. Such decision is subject to an appeal before the competent state court. In the case of an institutional arbitration, the institutional rules define the modalities of payment of the arbitrators' fees and to the administration costs to the institution itself. Anyway, Article 52 provides that the award shall include a determination of the fees of the arbitrators, the costs of the arbitration and the manner in which they are to be shared for payment between the parties. Pursuant to Article 62, the non-respect of this provision may lead to the annulment of the arbitration award.

The Law allows each party to challenge an arbitrator before the start of the arbitration proceedings or even during the course of the arbitration proceedings. This possibility to exclude an arbitrator is left to parties when the impartiality of an arbitrator is questioned.

The arbitrator's role can be terminated by its revocation from the parties, i.e. when an arbitrator does not fulfil or stops fulfilling its role, causing an undue delay to the arbitration proceedings. In such a case, the Law provides that any of the parties can request from the President of the competent jurisdiction to revoke an arbitrator from the arbitral tribunal by issuing an order that cannot be subject to any judicial recourse. The court that revokes the arbitrator must appoint a replacing arbitrator (Article 27). Accordingly, the effect of the exclusion is clearly specified by the Law when the court decided to remove the arbitrator; in the case of a challenge of procedure, the Law provides that when a request for removal is submitted to the competent court, the arbitration procedure is suspended until there is a ruling on the request, unless the concerned arbitrator consents to resign (Article 29).

Finally, arbitrators may potentially engage their civil or criminal responsibility by accepting their roles due to breaches of the obligation's incumbent upon them in connection with the execution of their arbitration role.

Interim relief

Pursuant to Article 42, the arbitral tribunal may, at the request of either party, take interim measures. In fact, this article provides that *"unless otherwise agreed by the parties, the arbitral tribunal may order, at the request of one of the parties, any provisional or conservatory measure it deems necessary within the limits of its role. If the party against whom the award was rendered did not execute it, the party in whose favour the decision was rendered may seize the President of the court having jurisdiction to issue an enforcement order"* (translated from Arabic to English).

Hence, as long as these measures are within the scope of the arbitral tribunal's responsibility and to the extent that the parties do not provide otherwise in their arbitration agreement,

the arbitral tribunal can take any interim measures it deems necessary. Thus, the arbitral tribunal lacks power to take provisional measures *ex officio*.

In the event where the targeted party obstructs the order, the other party is entitled to file a claim before the local judicial court that has jurisdiction in order to obtain an enforcement order.

Alternatively, no exclusivity is assigned to the arbitral tribunal concerning interim measures. The judicial court can also intervene in the process of interim measures, either by delivering an order for interim measures before the beginning of the arbitration proceedings or to enforce an order during the arbitration proceedings (Article 19).

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

Arbitration award

A final award is the decision of the arbitral tribunal which rules on the merits of the case submitted to it. The issue of the final award by the arbitral tribunal ends the arbitrators' role over the dispute (Article 55).

There are no specific rules pertaining to partial awards or to interim awards in the Law. However, the arbitral tribunal can issue interim awards, which order interim measures (Article 42).

Consent awards are settlement agreements recorded by arbitral tribunals as awards. The purpose of these consent awards is to put an end to the arbitration procedure. The award rendered produces the same effect as any other arbitral award pronounced on the merits of the case (Article 47).

Articles 50, 51 and 52 of the Law provide for the content of an award. According to Article 62 of the Law, failing to comply with all of these provisions can entail the annulment of the award.

The arbitral award should result from a deliberation and decision of the majority of the arbitrators in case the arbitral tribunal is constituted by a panel of arbitrators. Article 50 of the Law specifically provides that the arbitral award shall be made by a majority vote. This also applies to awards made in international arbitration as long as the arbitral proceeding is subject to the Moroccan code of civil procedure and that the parties have not agreed otherwise.

Generally, the award must be executed by each arbitrator. In the event of a refusal from an arbitrator to sign the award, the other arbitrators should mention it in the award and indicate the reasons for his/her refusal. As long as the majority of the arbitrators have signed the award, it has the same effect as if it had been signed by each of the arbitrators (Article 50).

After the arbitrators have executed the award, it must be notified to the parties. The provisions of the Moroccan domestic law of arbitration requires the arbitral tribunal to deliver to each of the parties a copy of the arbitration award within seven days from its issuance. The arbitral tribunal must respect the confidentiality of the proceedings and it cannot publish the entire arbitral award or any part of it without authorisation of the parties to the arbitration proceeding (Article 54).

Article 50 of the Law addresses the issue of dissenting opinions which may be included in a separate statement in order to express the disagreement by an arbitrator with the majority opinion of the arbitral tribunal.

Once an award is rendered, the dispute resolved by the arbitral tribunal obtains the *res judicata* effect, which means that the decision rendered is final and that the same dispute cannot be submitted *de novo*, either before national courts or before arbitral tribunals (Article 53). The award is binding upon the parties unless it has been ruled as being null or void.

The arbitral tribunal is permitted to correct or interpret the final award in some cases as provided in the Law. Indeed, any of the parties can request the tribunal/arbitrators to correct material errors made in the final award or to interpret its content. In fact, the arbitral tribunal can, within 30 days from rendering the award, correct *ex officio* errors made to the final award (Article 55). However, in the event the arbitral tribunal cannot be reconvened, such power shall be vested to the President of the jurisdiction within which the arbitral award was made. The President of the jurisdiction must rule within 30 days by order which cannot be subject to any means of recourse (Article 56).

As provided in Article 55, the arbitral tribunal may, subject to certain conditions, deliver an additional award. In fact, the Law provides that the arbitral tribunal can, at the request of either party and within 60 days of the notification of the final award, elaborate an additional award relating to a claim on which it failed to rule, unless otherwise agreed by the parties.

Finally, the Law does not contain any specific provision pertaining to the costs of the arbitration. It only provides that, in the context of an *ad hoc* arbitration, the arbitral award shall fix the fees of the arbitrators, arbitration expenditures and the modalities of their repartition between the parties. If the parties and the arbitrators do not agree on fixing the arbitrators' fees, such fees are fixed by an independent decision of the arbitral tribunal (Article 52). However, this decision is subject to appeal before the President of the competent jurisdiction, which is not subject to further appeal. In the context of an institutional arbitration, the cost of the arbitration is calculated according to the schedule of costs attached to the sets of rules of the concerned arbitration institution.

Challenge of the arbitration award

Moroccan arbitration law provides that the arbitral award cannot be subject to an appeal (Article 58). However, arbitral awards can be subject to other proceedings such as revision (Article 59) or third-party opposition (Article 60). Furthermore, an award may also be subject to an annulment appeal procedure on the basis of any of the grounds provided in Articles 62, 80 and 82 of the Law.

Article 62 provides a limitative list of seven different grounds that may be used for setting aside a domestic arbitral award. Some of the grounds are precise and leave little basis for interpretation by the Courts. However, other grounds are more general and lead to in-depth discussions before Moroccan courts. For example, Article 62 paragraph 5 provides that the respect of rights of defence of any of the parties to an arbitral proceeding is a fundamental principle and its violation could be interpreted as a breach of Moroccan public policy.

According to the provisions of Article 82, "*an award rendered in Morocco in respect to an international arbitration may be subject to an annulment appeal in the cases provided for in Article 80 unless the parties agree otherwise*" (translated from Arabic to English). The annulment appeal should be filed before a competent Moroccan court "*as soon as the award is rendered or within 15 days of its notification"* (Article 83) (translated from Arabic to English).

Article 82 provides that an arbitral award can be subject to an annulment if any of the conditions set forth in Article 80 are fulfilled, as *"in the event (i) the arbitral*

tribunal has ruled without an arbitration agreement or on an invalid agreement or after expiry of the arbitration period, (ii) the arbitral tribunal was irregularly constituted or the sole arbitrator was irregularly appointed, (iii) the arbitral tribunal ruled without complying with its entrusted role, (iv) the rights of the defence were not respected, or (v) the recognition or the enforcement of the award is contrary to international or national public order policy".

It is important to note that when the Court of appeal is ruling an annulment motion, it may *ex officio* decide to set aside the arbitral award when it considers that it is contrary to the Moroccan public order or when it establishes that the subject of the dispute relates to a matter that may not be submitted to arbitration as, for example, a tax matter or a personal status case.

The annulment proceeding suspends the ability for the petitioner to enforce the award.

As a major innovation of the Law, Moroccan courts may severely sanction the party who has filed an abusive or dilatory annulment appeal and it may order a penalty equal to at least 25% of the arbitration award amount (Article 64). Such new provision should undoubtedly restrict such unfair proceedings and consequently these measures should increase the efficiency of arbitration.

Revision and third-party(ies) opposition proceedings are an extraordinary procedure. The legal grounds for such procedures are provided in Articles 59 and 60 of the Law and they are organised under Articles 402 *seq*. and Article 303 *seq.* of the Moroccan civil procedure law. The grounds for revisions could be, for example, fraud which occurred during the arbitration proceedings.

A third-party opposition proceeding could be started by any person who was not involved in the arbitration proceeding provided that it proves harm was suffered due to the award.

Enforcement of the arbitration award

Article 67 of the Law provides that "*the award is subject to enforcement only by virtue of an exequatur order of the President of the jurisdiction in whose jurisdiction the award has been rendered as a matter of urgency after summoning the parties*" (translated from Arabic to English). The proceedings before the competent lower court jurisdiction and appellate court for obtaining an enforcement order are necessarily *inter partes*.

The enforcement submission is to be filed by the most diligent party with the relevant jurisdiction. The judicial order granting the enforcement of the arbitral award cannot be challenged (Article 69). However, an order refusing the enforcement must be reasoned and it can be appealed within 15 days from its notification (Article 70).

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

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

Moreover, and as Morocco is, since 1959, a contracting party to the New York Convention, the recognition and enforcement of foreign arbitral awards in Morocco are governed by both the provisions of Article 77 of the Law and the New York Convention.

Investment arbitration

Regarding investment arbitration, Morocco has entered into more than 85 bilateral investment treaties and 50 are currently in force. The vast majority of these treaties provide for Investor–State dispute resolution mechanisms referring to the International Centre for Settlement of Investment Disputes ("**ICSID**") or *ad hoc* arbitration under the UNCITRAL Arbitration Rules.

Since 1967, Morocco has been party to the ICSID Convention which specifies that the contracting states must recognise as binding the awards rendered by the arbitral tribunal organised under this international institution and they must enforce the pecuniary obligations imposed by that award as if it were a final judgment of a court in that state.

According to the ICSID database, Morocco has been involved in nine investment arbitrations cases as a respondent State and four of these cases are still pending in early 2023.

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