

THE NEW ADCCAC ARBITRATION RULES: BRINGING ADCCAC IN LINE WITH INTERNATIONAL PRACTICE

For the first time in 20 years, ADCCAC has updated its arbitration rules, bringing them into line with accepted international practice. As the attached table shows, the ADCCAC Rules now have more features in common with leading international and regional arbitration centres and should, therefore, serve to increase the appeal of ADCCAC as an arbitration institution.

The New Rules

On 20 October 2013, the Abu Dhabi Commercial Conciliation & Arbitration Center (ADCCAC) introduced new Procedural Regulations of Arbitration (the Rules). The new Rules — which are effective from 20 October 2013 and will apply to all ADCCAC arbitrations from 20 October 2013, regardless of when they were commenced — replace the previous arbitration provisions contained in the Procedural Regulation on Commercial Conciliation and Arbitration.

ADCCAC presently handles a relatively small number of arbitrations and is not generally viewed as a preferred arbitral institution for international parties operating in the UAE. Instead, parties wishing to refer disputes to a UAE arbitral institution are more likely to turn to the Dubai International Arbitration Centre (DIAC) or the Dubai International Financial Centre – London Court of International Arbitration (DIFC-LCIA).

ADCCAC's previous arbitration rules, which had been in force (and not updated) since 1993, were in need of refreshing and it is widely believed that deficiencies in the previous rules were detrimental to the establishment of ADCCAC as a major force in the local arbitration market. The new Rules are, therefore, likely to be well received by the UAE legal and business community.

The Rules draw on a number of sources, including the UNCITRAL Rules, and bear considerably more resemblance to the rules of other international arbitral

New features

The new Rules contain a number of significant new provisions, including:

- A list of the particulars that should be included in any request for arbitration and response.
- Details of the process for appointing arbitrators (including for both sole arbitrator and three-member tribunals).
- Rules for determining the seat of proceedings and the substantive law to be applied to the disputes.
- Express obligations of confidentiality.
- Rules on the granting of interim and conservatory measures of protection.
- Providing for tribunals' fees to be determined by reference to the amount in dispute.
- Limiting the liability of arbitrators and the Centre.

institutions than their predecessors. As such, they are likely to be much more recognisable to international arbitration practitioners and users. A table summarising the key features of the new ADCCAC Rules and comparing the Rules with the rules of other local and international arbitration institutions is provided with this briefing (overleaf).

The new Rules should help ADCCAC to grow its presence, both locally and internationally, and to provide more robust

competition for the DIFC-LCIA and DIAC arbitration centres based in Dubai.

Parties operating in Abu Dhabi, particularly those dealing with companies under Government ownership, are likely to find that their counterparties are more insistent upon the application of the ADCCAC Rules to any arbitration agreements that they enter into (previously, even those parties who had proposed ADCCAC arbitration were fairly amenable to the selection of a different arbitral institute).

Accordingly, it would be wise for parties wishing to operate in Abu Dhabi to take the time to familiarise themselves with the Rules and to take note of the key similarities and differences between the ADCCAC Rules and those of alternative institutions.

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This publication does not necessarily deal with every important topic or cover every aspect of the topics with which it deals. It is not designed to provide legal or other advice.

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Comparing the new ADCCAC Rules with those of DIAC, DIFC-LCIA, ICC and UNCITRAL

	ADCACC (Abu Dhabi Commercial Conciliation & Arbitration Center)	DIAC (Dubai International Arbitration Centre)	DIFC-LCIA (Dubai International Finance Centre – London Court of International Arbitration)	ICC (International Court of Arbitration of the International Chamber of Commerce)	UNCITRAL (United Nations Commission on International Trade Law)
1. Rules and appointing authorities					
Title of Rules	Rules of Arbitration of Abu Dhabi Commercial Conciliation & Arbitration Center	DIAC Arbitration Rules	DIFC-LCIA Arbitration Rules	ICC Arbitration Rules	UNCITRAL Arbitration Rules
Effective Date	20 October 2013	7 May 2007	17 February 2008	1 January 2012	15 August 2010
Appointing Authority	Abu Dhabi Commercial Conciliation and Arbitration Center	Dubai International Arbitration Centre	The DIFC-LCIA Arbitration Centre and the LCIA Court	The International Court of Arbitration of the International Chamber of Commerce (ICC)	The parties may appoint an appointing authority to decide on certain procedural aspects of the dispute. This may be the Secretary-General of the Permanent Court of Arbitration at The Hague (Art. 6)
2. Procedure, timetables and confidentiality of proceedings					
Pre-Arbitral Procedure	Not specified	Not specified	Not specified	Yes; see rules for a Pre-Arbitral Referee Procedure, last revised in September 2006	Not specified

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Terms of Reference?	Not specified	Not specified	Not specified	Terms of reference should be drawn up by the Tribunal as soon as it has received the file from the ICC Secretariat. To be signed no later than two months after file transmitted to arbitrators (Art. 23)	Not specified
Joinder of third parties	Not specified	Not specified	Yes (Art. 22.1(h))	Yes, before the confirmation or appointment of any arbitrator. Any request for joinder after such time requires the consent of all parties (Art. 7)	Yes (Art. 17.5)
Procedure	As agreed by the parties, or, failing that, as determined by the provisions of the ADCCAC rules, or, failing that, as determined by the Tribunal (Art. 15)	As agreed by the parties, or, failing that, as determined by the Tribunal where the rules are silent (Art. 17.1)	As agreed by the parties, or, failing that, the Tribunal has the widest discretion to discharge its duties allowed under such law(s) or rules of law as the Tribunal may determine to be applicable (Art. 14.2)	As agreed by the parties or, failing that, the Tribunal (subject to the rules) (Art. 19)	Determined by the Tribunal (Art. 17)
Expedited proceedings	Not specified	Yes (Art. 12.1)	Yes; the LCIA Court has discretion shorten timescales upon application by either party (Art. 9)	Emergency Arbitrator (Art. 29) See Appendix V – Emergency Arbitrator Roles and Roles for a Pre-Arbitral Referee Procedure	Not specified

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Confidentiality	Unless all parties agree otherwise or otherwise required by law, all parties undertake to maintain confidentiality (Art. 33). Pleading sessions shall be confidential unless the parties agree otherwise in writing (Art. 24.3).	Unless all parties agree otherwise, all parties undertake to maintain confidentiality (Art. 41.1)	Unless the parties agree otherwise, a broad undertaking of confidentiality is imposed; arbitrators' deliberations are also confidential. The LCIA Court does not publish any award or any part of an award without the prior written consent of all parties and the Tribunal (Art. 30)	The Tribunal may make orders regarding the confidentiality of the proceedings and any other matters in connection with the arbitration, including taking measures to protect trade secrets and confidential information (Art. 22.3)	Not specified
3. Identity and appointment of arbitrators					
Who appoints arbitrator(s)?	By agreement between the parties, failing which in accordance with the rules (Art. 9.1). In the event that either party fails to appoint or nominate an arbitrator, as required, the director of ADCCAC shall appoint the necessary arbitrator(s) (Articles 9.2 and 9.3). If three arbitrators are to be appointed and the parties agree the mechanism to appoint a chair, this shall be followed. If no procedure is agreed, the two arbitrators shall appoint a chair. If they fail to do so within 14	DIAC, according due regard to any method agreed between the parties (Art. 9.6). If the agreement provides that parties are entitled to name the arbitrator and they fail to do so in time, DIAC may appoint arbitrator an (Art. 9.3). If three arbitrators are to be appointed and the parties agree the mechanism to appoint a chair, this shall be followed. If no procedure is agreed, the two arbitrators shall appoint a chair. If they fail to do so within 15 days, the	The LCIA Court alone is empowered to appoint arbitrators (Art. 5.5). The parties can nominate arbitrators but the LCIA can refuse to appoint any such nominee if deemed not suitable or independent or impartial (Art. 7.1)	By agreement between the parties with third presiding arbitrator nominated by the Court unless otherwise agreed by the parties (Arts. 12(3) and 12(4)). The court may also appoint an arbitrator when; one or more of the parties is a state or claims to be a state entity; or the court considers that it would be appropriate to appoint an arbitrator from a country or territory where there is no ICC National Committee or Group; or the President of the Court certifies that it is	By agreement between the parties within 30 days or otherwise the appointing authority agreed upon by the parties. If three arbitrators are to be appointed, each party appoints one who between them choose the third, who will preside over the Tribunal (Arts. 7, 8 and 9)

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	days, the Director of ADCCAC shall appoint a chairman (Art. 9.3)	Centre shall appoint a chairman (Art. 9.5)		necessary and appropriate to make a direct appointment (Art. 13.4)	
Number of arbitrators if number not designated by the parties	One, unless ADCCAC determines that the amount or nature of the dispute, or the circumstances thereof, requires more than one (Art 8.2)	One, unless DIAC determines three arbitrators is more appropriate (Art. 8.2)	One, unless the Court deems the case warrants three (Art. 5.4)	One unless the Court determines the dispute warrants three (Art. 12.2)	Three, unless the parties agree otherwise within 30 days of the receipt by the respondent of the request for arbitration (Art. 7.1)
Time for appointment of arbitrator(s) by supervisory body if one party fails to appoint	Not specified	Not specified	As soon as practicable after the receipt of the response by the LCIA Court or within 30 days of receipt by the respondent of the request for arbitration if no response is received (Art. 5.4)	Not specified	As promptly as possible (Art. 8.2)
Time limit to challenge a choice of arbitrator(s)	14 days (Art. 11.3)	15 days (Art. 13.4)	15 days (Art. 10.4)	30 days (Art. 14.2)	15 days (Art. 13.1)
Appointment of Arbitrator(s) in Multi-party arbitrations	Unless otherwise agreed by the parties, multiple claimants and respondents shall mutually reach a consensus on the joint nomination of one arbitrator (Art. 9.4)	Multiple claimants or multiple respondents shall each jointly nominate an arbitrator where the dispute is to be referred to a three arbitrator Tribunal (Art. 11.1)	Unless otherwise agreed by the parties in writing that the disputant parties represent two sides for the formation of the Tribunal, the LCIA Court shall appoint the Tribunal without regard to any party's nomination (Art. 8)	Multiple claimants or respondents shall each jointly nominate an arbitrator (Art. 12.6) In the absence of joint nomination and where the parties cannot agree, the Court may appoint the entire Tribunal and designate one member as chairman (Art. 12.8)	Multiple claimants or respondents shall each jointly nominate an arbitrator (Art. 10)

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Independence of arbitrator(s)	Nominated arbitrators shall indicate in writing their acceptance or otherwise of the nomination and raise any facts which might affect their neutrality or independence. Arbitrators remain under an ongoing obligation to disclose any circumstance, the nature of which may affect their neutrality or independence (Art. 10)	Arbitrators shall at all times be impartial and independent of the parties and shall not act in the arbitration as advocates for any party (Art. 9.1)	Arbitrators shall be, and remain, independent and mustn't advise, or be advocate for, one of the parties (Art. 5.2) Arbitrators are under a continuing obligation to disclose any circumstances likely to give rise to doubts regarding their impartiality or independence (Art. 5.3)	Arbitrators shall sign a declaration of impartiality and independence, and remain under a positive duty throughout the arbitration to inform the Secretariat of any matters affecting their independence or impartiality (Art. 11.2)	Prospective arbitrator(s) must disclose any circumstances likely to give rise to doubts regarding impartiality. These may be challenged by the parties (Arts. 11, 12 and 13)
Restriction on nationality	Not specified	Yes, if the parties are different nationalities, the sole arbitrator shall be a different nationality to the parties unless the parties who are not of the same nationality agree in writing (Art. 10.1)	Yes, if the parties are different nationalities, the sole arbitrator or chairperson shall be a different nationality than the parties unless otherwise agreed (Art. 6.1)	Yes, if the parties are different nationalities, the sole arbitrator or chair shall be a different nationality than the parties except in suitable circumstances and provided neither party objects. The Court will take into account the nationality of arbitrators when making appointments (Arts. 13.1 and 13.5)	Not specified
4. Challenging jurisdiction					
Time to object to jurisdiction	Not later than the submission of the Defence (Art 22.2) A plea that the Tribunal is	Not later than in the Statement of Defence or, with respect to a counterclaim, in any reply to the	Not later than the Statement of Defence or, with respect to a counterclaim, in the Statement of Defence to the	Not specified	Not later than the Statement of Defence or, with respect to a counterclaim, in the reply to the

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	exceeding its competence shall be submitted as soon as the issue that is claimed to result in the Tribunal exceeding its competence arises (Art. 22.3) In all cases, the Tribunal may accept a delayed plea if it considers such delay is attributable to a reasonable cause (Art. 22.4)	counterclaim (Art. 6.3)	counter-claim. A plea that the Tribunal is exceeding its authority is to be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond its authority (Art. 23)		counter-claim. The Tribunal has discretion to admit a late plea. (Art. 23)
Body determining a challenge to jurisdiction	Tribunal (Art. 22.1)	Tribunal (Art. 6)	Tribunal (Art. 23)	Tribunal, unless the Secretary General refers the matter to the Court (Art. 6.3)	Tribunal (Art. 23)
5. Submissions					
Where to file request for, or notice of, arbitration	With ADCCAC (Art. 5.1)	With DIAC (Art. 4.3)	With the DIFC-LCIA Registrar with confirmation that the other parties have been served (Art 1.1)	With the Secretariat of the ICC (Art. 4.1)	With the respondent (Art. 3.1)
Time to submit response or answer (from receipt of request or notice)	21 days (Art. 6.1)	30 days (Art. 5.1)	30 days (Art. 2)	30 days (Art. 5.1)	30 days (Art. 4.1)
If Respondent(s) fail to file response or answer	The arbitration shall proceed with the appointment of the Tribunal. If the arbitration agreement provides for the parties to designate their own respective	The arbitration shall proceed with the appointment of the Tribunal in accordance with the rules (Art. 5.7)	The Tribunal may proceed with arbitration and make an award (Art. 15.8)	The Court shall proceed in accordance with the rules (Art. 5.2)	The Tribunal may order proceedings to continue (Art. 30.1(b))

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	arbitrators, failure on the part of the Respondent to do so within the required period shall be deemed a waiver of that right (Art. 6.2)				
Time for communication of a counterclaim	Submitted with the Defence or at a subsequent stage of the proceedings, if the Tribunal deems it appropriate to permit such delay (Art. 20.3)	Submitted with the Statement of Defence or, in exceptional circumstances, at a later stage if so determined by the Tribunal (Art. 24.3)	Submitted with Statement of Defence – 30 days from receipt of Statement of Case (Art. 15.3)	Submitted with Statement of Defence – 30 days from receipt of Statement of Case (Arts. 5.1 and 5.5)	Submitted with the Statement of Defence – the Tribunal has discretion to allow late claims (Art. 21.3)
Time to submit a Statement of Defence to Counterclaim or Reply to Statement of Defence (time from receipt of counterclaim)	Not specified	30 days (Art. 25.2)	30 days (Art. 15.4)	Within 30 days (Art. 5.6)	Fixed by Tribunal but not more than 45 days (Art. 25)
Time to submit a new claim or a counterclaim	The Tribunal may permit a new claim or counterclaim after the submission of the Statements of Claim and Defence, taking into account the nature of the new submissions and the phase which the arbitration proceedings have attained, as well as any other pertinent circumstances (Art. 21.1)	The Tribunal may permit a new claim or counterclaim after the submission of the Statement of Claim or Defence if it considers it appropriate (Art. 26.2)	Not specified	Prior to the transmission of the file to the Tribunal, the secretariat may grant the claimant an extension of time for submitting the reply (Art. 5.6)	At any time unless the Tribunal considers it inappropriate (Art. 22)

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6. Hearing procedure					
Seat of Arbitration	Unless agreed by the parties, the venue will be Abu Dhabi unless another venue has been specified by the ADCCAC Committee, taking into consideration all arbitration related issues and circumstances (Art. 17.1)	Unless agreed by the parties, the seat shall be Dubai unless the Executive Committee determines another seat is more appropriate in view of the circumstances (Art. 20.1)	Unless agreed by the parties, or LCIA Court decides otherwise, the seat will be the Dubai International Finance Centre (Art. 16.1)	Unless agreed by parties, the ICC Court shall decide (Art. 18.1)	Unless agreed by the parties, the Tribunal shall decide having regard to circumstances of the arbitration (Art. 18.1)
Language of arbitration	Agreed by the parties, or, if not, the proceedings will take place in Arabic (Art. 18.1) In all cases, arbitral awards shall be issued in Arabic and any other language adopted in the conduct of the arbitration proceedings (Art. 18.3)	Agreed by parties or, if not, shall be the language of the arbitration agreement. The Tribunal shall have the power to decide the language having regard to the relevant circumstances (Art. 21)	Agreed by the parties or, if not, in the language of the arbitration agreement and then that determined by the Tribunal, providing always that a non-participating or defaulting party shall have no cause for complaint if communications are in English (Art. 17)	Unless agreed by the parties, it is determined by the Tribunal, giving due regard to the language in the contract (Art. 20)	Unless agreed by the parties, it is determined by the Tribunal (Art. 19)
Notice period for hearings (as may be relevant)	Set by the Tribunal but must be "adequate" (Art. 24.1)	Set by the Tribunal but must be "adequate" (Art. 28.2)	Set by the Tribunal but must be "reasonable" (Art. 19.2)	Set by the Tribunal but must be "reasonable" (Art. 26.1)	Set by the Tribunal but must be "adequate" (Art. 28.1)
Notice period to Tribunal of witnesses	Not specified	15 days before the hearing (Art. 29.1)	Set by the Tribunal (Art. 20)	Not specified	Not specified
Applicability of Attorney-Client privilege	Not specified	Not specified	Not specified	Not specified	Not specified
7. Interim measures and disclosure orders					
Tribunal's authority to issue interim measures of protection	The Tribunal may – on its own motion or at the request of one of the parties – order	The Tribunal may take any interim measures it deems necessary,	The Tribunal may take measures for protection, preservation, sale or disposal of property and	The Tribunal may order any interim measures it deems appropriate	The Tribunal may order any interim measures it deems necessary

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	any interim measures it deems appropriate, without prejudice to any mandatory rules of the applicable law. The Tribunal may request that an adequate guarantee be given (Art. 25.1)	subject to any applicable law. The Tribunal may make the granting of such measures subject to appropriate security being furnished by the requesting party (Art. 31.1)	provisional orders for payment of money or disposition of property between any parties and for security of costs (Art. 25.1)	(Art. 28.1)	(Art. 26)
Orders for inspection	The Tribunal may ask either party at any time during the proceedings to submit documents or any other elements of evidence (Art. 23.3)	The Tribunal has the power to order any party to produce any evidence deemed necessary and may inspect any site or property (Art. 27)	The Tribunal may make orders for inspection of property and documents (Art. 22.1)	The Tribunal has power to summon any party to provide additional evidence (Art. 25.5)	General rule requiring parties to produce evidence (Art. 27)
Orders for discovery	The Tribunal may ask either party at any time during the proceedings to submit documents or any other elements of evidence (Art. 23.3)	The Tribunal has the power to order any party to produce any evidence deemed necessary and may inspect any site or property (Art. 27)	The Tribunal may make orders for production of documents (Art. 22.1(e))	The Tribunal has power to summon any party to provide additional evidence (Art. 25.5)	The Tribunal may make order for discovery (Art. 27.3.)
8. Awards					
Time to make award	6 months from the date the Tribunal receives the file, unless otherwise agreed (Art 27.1) The Tribunal can extend this limit up a maximum additional 3 months (Art 27.2). The ADCCAC	6 months from the date the sole arbitrator or Chairman of the Tribunal, as appropriate, receives the file (Art. 36.2) The Tribunal can extend this limit up a maximum additional 6 months (Art 36.3). The DIAC	Not specified	6 months from the date of the last signature by the Tribunal or by parties of the terms of reference, subject to extension by the Court (Art. 30.1) An extension may be granted pursuant to a reasoned request or the Court's own	Not specified

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	Committee can also extend the time limit based upon a reasoned application by either the Tribunal or either party (Art. 27.3)	Executive Committee can also extend the time limit based upon a reasoned request by the Tribunal or on its own initiative (Art. 36.4)		initiative (Art. 30.2)	
Tribunal required to state reasons for award	Yes, unless the parties agree otherwise, or if the applicable law governing the arbitration proceedings does not require the award to contain reasons, or in case the award is rendered as a result of an amicable settlement agreed upon by the parties (Art. 28.6)	Yes, unless the parties agree otherwise and the law applicable to the arbitration does not require the statement of such reasons (Art. 37.5)	Yes, unless the parties agree otherwise (Art. 26.1)	Yes (Art. 31.2)	Yes, unless the parties agree otherwise or it is an agreed award (Arts. 34 and 36.1)
Time to request correction of award or to request Tribunal to interpret award	14 days (Arts. 29.1 and 29.4)	30 days (Art. 38.2)	30 days, unless the parties agree a shorter timeframe (Art. 27.1)	30 days (Art. 35)	30 days (Arts. 37 and 38)
Substantive review of award by arbitration institution	No	No	No	Application must be made to the Secretariat within 30 days. After transmittal to the Tribunal, the Tribunal shall submit its decision to the Court. The Court shall then remit an award (Art. 35.2)	No

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9. Costs					
Advance on costs	Yes (Art. 39)	Yes (Appendix – Costs of Arbitration – Art. 2)	Yes (Art. 24)	Yes (Art. 36; Art. 1 of Appendix III)	Yes (Art. 43)
Security for costs	None specified, but the Tribunal has broad interim measures powers (Art. 25)	None specified, but the Tribunal has broad interim measures powers (Art. 31)	Yes, at Tribunal's discretion (Art. 25.2)	None specified, but the Tribunal has broad interim measures powers (Art. 28)	None specified, but the Tribunal has broad interim measures powers (Art. 26)
Party bearing costs	Determined by the Tribunal in its award (Arts. 28.7 and 39)	Determined by the Tribunal in its award which of the parties shall bear costs or in what proportion (Art. 4 of Appendix – Costs of Arbitration)	Unless parties agree otherwise, the Tribunal determines proportion of costs payable by parties (Art. 28)	The Tribunal decides, but can apportion costs (Art. 37)	In principle it is the unsuccessful party that shall bear the costs but the Tribunal may determine the allocation if it determines that apportionment is reasonable (Art. 42)
10. Fees and exclusion of liability					
Arbitrator(s) fees	Fees of the Tribunal are based on the amount in dispute, with a minimum of AED50,000 if a sole arbitrator or AED125,000 if three arbitrators, with a percentage increase based on the amount in dispute (Arts. 43 and 44)	Fees of the Tribunal are based a percentage of the amount in dispute as provided for in the DIAC Table of Fees and Costs for Arbitration	Fees are determined by the LCIA Court on basis of time spent, complexity of case and special qualifications of arbitrators: hourly rate within the range of up to AED2,525 per hour, unless an exceptional case. (See separate Arbitration Costs – last updated 1 July 2012)	Fees are based on the amount in dispute, with minimum USD77,867 + 0.011% of amount over USD100 million to a maximum of USD351,300 + 0.058% of amount over USD 100 million for USD100 million or more in dispute. For amount up to USD50,000 with minimum USD3000 or 18.02% of amount in dispute (Appendix III)	Fees are determined by the Tribunal (Art. 41)

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Institution fees	There is a registration fee of AED 1000 plus fees equal to 15% of fees of the Tribunal (Arts. 36 and 38). There is a regular annual fee (for arbitrators) of AED1500 to be affiliated with ADCCAC, although the Centre can waive this at its discretion (Art. 35)	Fees are based on the amount of the claim with administration fees as set out in the DIAC Table of Fees and Costs for Arbitration. A registration fee of AED 5,000 also applies (Appendix – Costs of Arbitration – Art. 1.1)	Fees are based on a schedule of costs but hourly rate, which is currently AED1,300/hour for Registrar and Deputy Registrar and AED650/hour for Secretariat (see separate Arbitration Costs – last updated 1 July 2012). There is a registration fee of AED9,750 plus 5% of fees of the Tribunal (excluding expenses)	Fees are based on a sliding scale from USD3,000 minimum (for disputes up to USD50,000) to a maximum of USD98,515 + 0.035% of an amount over USD 80 million (for disputes up to USD100 million) (Appendix III)	None, unless the parties choose a supervisory authority
Processing fee	AED1,000 registration fee as above (Art. 36)	A registration fee of AED 5,000 also applies (Appendix – Costs of Arbitration – Art. 1.1)	AED9,750 registration fee as above (see separate Arbitration costs – last updated 1 July 2012)	Advance payment of USD3,000 (Art. 1 of Appendix III)	None, unless the parties choose a supervisory authority
Exclusion of liability for institution and arbitrator(s)	Yes (Art. 32)	Yes (Art. 40)	Yes (Art. 31)	Yes (Art. 40)	Yes, generally, the parties waive all liability save for intentional wrongdoing (Art. 16)

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