AFRICA INSTITUTE OF MEDIATION AND ARBITRATION (AIMA)
RULES OF PROCEDURE FOR ARBITRATION 2017
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**Introduction**

These are the updated Arbitration Rules of Procedure of the Africa Institute of Mediation and Arbitration (AIMA). The Institute was established in 2014 with the objective of providing an efficient and professional mediation and arbitration service.

AIMA adopted the UNCITRAL Arbitration Rules as a basis for these Arbitration Rules and has modified them to ensure the delivery of a high standard of service and adjudication.

The Arbitration Rules are followed by model clauses. Parties wishing to have their disputes settled in accordance with the AIMA Arbitration Rules may use these model clauses in their agreements. Parties may also adjust the model clauses to suit their needs and circumstances.

More information about the services offered by AIMA can be found on its website, www.aima.org.zw.
SECTION I: INTRODUCTORY PROVISIONS

Article 1: Definitions
1. In these Rules –

(a) “agreement” means a written agreement entered into between the parties;
(b) "AIMA" means the Africa Institute of Mediation and Arbitration. AIMA is an independent arbitration body and does not resolve disputes. It administers and facilitates the resolution of disputes by tribunals in accordance with these Rules;
(c) “arbitral tribunal” or "tribunal" includes a sole arbitrator or all the arbitrators where more than are appointed;
(d) “award” includes, inter alia, an interim, partial, costs or final award;
(e) “claim” or “claims” includes any claim, counterclaim, or claim for set-off by any party against any other party;
(f) “party” or “parties” includes claimants, respondents and other persons subject to the jurisdiction of the tribunal; and
(g) “place of arbitration” means the seat of arbitration.

Article 2: Scope and Application of Rules
1. These Rules may be cited as the Africa Institute of Mediation and Arbitration Rules of Procedure on Arbitration, 2017 (AIMA Arbitration Rules).
2. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the AIMA Arbitration Rules, then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree.
3. The AIMA Arbitration Rules (the "Rules") shall come into force on 1 March 2017 and, unless the parties have agreed otherwise, shall apply to all arbitrations falling within paragraph 2 in which the notice of arbitration is submitted on or after that date.
4. The AIMA Arbitration Rules shall govern the arbitration except that, where any of these Rules are in conflict with a provision of the law
applicable to the arbitration from which the parties cannot derogate, such a provision shall prevail.

5. All communications with and applications to AIMA under these Rules shall be in English. AIMA may request from the parties a translation of any document written in a language other than English, where such document is required for AIMA to fulfil its mandate under these Rules.

6. AIMA may, from time to time, make necessary changes to these Rules and publish them on its website.

Article 3: Service of Documents and Notices

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

2. If an address has been designated by a party specifically for this purpose or authorised by the arbitral tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed to have been received. Delivery by electronic means such as facsimile or e-mail may only be made to an address so designated or authorised.

3. In the absence of such designation or authorisation, a notice is:
   a) received if it is physically delivered to the addressee; or
   b) deemed to have been received if it is delivered at the place of business, habitual residence or mailing address of the addressee.

4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3, a notice is deemed to have been received if it is sent to the addressee’s last-known place of business, habitual residence or mailing address by registered letter or any other means that provides a record of delivery or of attempted delivery.

5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4, or attempted to be delivered in accordance with paragraph 4. A notice transmitted by electronic means is deemed to have been received on the day it is sent, except that a notice of arbitration so transmitted is only deemed to have been received on the day when it reaches the addressee’s electronic address.
Article 4: Calculation of periods of time

1. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Article 5: Notice of arbitration

1. The party or parties initiating recourse to arbitration (hereinafter referred to as the “claimant”) shall communicate to the other party or parties (hereinafter referred to as “the respondent”) a notice of arbitration. A party to a dispute (“claimant”) may initiate arbitration under these Rules by filing with AIMA and serving on the other party or parties a completed notice of arbitration, intimating the decision to refer a dispute to arbitration.

2. Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.

3. The notice of arbitration shall include the following:
   a) a demand that the dispute be referred to arbitration;
   b) the names and contact details of the parties;
   c) the name and contact details of any arbitrator already agreed upon by the parties;
   d) identification of the arbitration agreement that is invoked, if any;
   e) identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
   f) a brief description of the claim and an indication of the amount involved, if any;
   g) the relief or remedy sought;
   h) the filing fee prescribed in Appendix 2 and
   i) a proposal as to the number of arbitrators, and place of arbitration, if the parties have not previously agreed thereon.

4. The notice of arbitration may also include:
a) a proposal for the appointment of a sole arbitrator referred to in article 10, paragraph 1 or;
b) notification of the appointment of an arbitrator referred to in article 11 or 12;

5. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Article 6: Response to the notice of arbitration

1. As soon as possible after receipt of notice of arbitration, but within 15 days thereof, the respondent shall communicate to the claimant a response to the notice of arbitration, which shall include:
   a) the name and contact details of each respondent; and
   b) a response to the information set forth in the notice of arbitration, pursuant to article 5, paragraphs 3 (c) to (h)

2. The response to the notice of arbitration may also include:
   a) any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;
   b) a proposal for the appointment of a sole arbitrator referred to in article 10, paragraph 1;
   c) notification of the appointment of an arbitrator referred to in article 11 or 12;
   d) a brief description of counterclaims or claims for the purpose of a set-off, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought;
   e) a notice of arbitration in accordance with article 3 in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant.

3. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the respondent’s failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.
Article 7: Representation and assistance

1. Each party may be represented or assisted by a legal practitioner of its choice or any other person chosen by it. The names and addresses of the legal practitioner or such persons must be communicated to all parties and to the arbitral tribunal. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the arbitral tribunal, on its own initiative or at its direction, AIMA, or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal or at its direction, AIMA, may determine.

Article 8: AIMA as an appointing authority

1. Unless otherwise agreed by the parties, AIMA shall perform the functions of the appointing authority and provide the services as set out in these Rules.

2. In exercising its functions under these Rules, AIMA may require from any party and the arbitrators the information it deems necessary and it shall give the parties and, where appropriate, the arbitrators, an opportunity to present their views in any manner it considers appropriate. All such communications to and from AIMA shall also be provided by the sender to all other parties.

3. Any party wishing to request AIMA to appoint an arbitrator pursuant to articles 8, 9, 10, 11, 12 or 33 or to request a decision on a challenge to an arbitrator pursuant to articles 15 and 16, or article 33, paragraph 5, shall complete the relevant application form available from AIMA and return the completed form to AIMA by post, fax or email to the postal address, fax number or email address referred to in the application form. The request shall be accompanied by copies of the notice of arbitration and, if it exists, any response to the notice of arbitration and any other relevant documents or information specified in the application form.

4. AIMA shall have regard to such considerations that are likely to secure the appointment of an impartial and independent arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.
SECTION II: COMPOSITION OF THE ARBITRAL TRIBUNAL

Article 9: Number of arbitrators

1. If the parties have not previously agreed on the arbitrator or number of arbitrators, and if within 15 days after the receipt by the respondent of the notice of arbitration the parties still have not agreed on the arbitrator or the number of arbitrators AIMA shall, as soon as possible after 15 days following the receipt by the respondent of the notice of arbitration, appoint a sole arbitrator.

2. Notwithstanding paragraph 1, if no other parties have responded to a party’s proposal to appoint a sole arbitrator within the time limit provided for in paragraph 1 and the party or parties concerned have failed to appoint a second arbitrator in accordance with article 11 or 12, then AIMA may, at the request of a party, appoint a sole arbitrator pursuant to the procedure provided for in article 10 paragraph 2, if it determines that, in view of the circumstances of the case, this is more appropriate.

3. The parties or AIMA may appoint any or all of the members of the arbitral tribunal from current AIMA panel members. If the parties select an arbitrator who is not a member of AIMA, the selection will be conditional on the selected arbitrator agreeing to be bound and comply with these Rules.

Article 10: Appointment of arbitrators (Sole arbitrator)

1. If the parties have agreed that a sole arbitrator is to be appointed and if within 15 days after receipt by all other parties of a proposal for the appointment of a sole arbitrator the parties have not reached agreement thereon, a sole arbitrator shall, at the request of a party, be appointed by AIMA.

2. AIMA shall appoint the sole arbitrator as promptly as possible. In making the appointment, AIMA shall use the following list-procedure, unless the parties agree that the list-procedure should not be used or unless AIMA determines in its discretion that the use of the list-procedure is not appropriate for the case:
a) AIMA shall communicate to each of the parties an identical list containing at least three names;
b) within 10 days following receipt of the list, each party shall return the list to AIMA after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;
c) after the expiration of the above period, AIMA shall make its appointment from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;
d) if for any reason the appointment cannot be made according to this procedure, AIMA may repeat the procedure or appoint the arbitrator without further recourse to the parties.

3. Arbitrators are usually selected from AIMA’s Panel of Arbitrators. However, AIMA may appoint an arbitrator who is not on the Panel of Arbitrators if it considers, in its sole discretion, that it is appropriate to do so.

Article 11: Appointment of arbitrators (three arbitrators)

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal.

2. If within 15 days after the receipt of a party’s notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator it has appointed, the first party may request AIMA to appoint the second arbitrator.

3. If within 7 days after the appointment of the second arbitrator the two arbitrators have not agreed on the presiding arbitrator, the presiding arbitrator shall be appointed by AIMA the same way as a sole arbitrator would be appointed under article 10.

Article 12: Appointment of arbitrators (multiple parties)

1. For the purposes of article 11, paragraph 1, where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall appoint an arbitrator.
2. If the parties have agreed that the arbitral tribunal is to be composed of a number of arbitrators other than one or three, the arbitrators shall be appointed according to the method agreed upon by the parties.

3. In the event of any failure to constitute the arbitral tribunal under these Rules, AIMA shall, at the request of any party, constitute the arbitral tribunal and, in doing so, may revoke any appointment already made and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.

**Article 13: Prohibition of ex-parte communication**

1. No party or anyone acting on its behalf shall have any *ex-parte* communication relating to the case with any arbitrator, or with any candidate for appointment as party-appointed arbitrator except to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate’s qualifications, availability or independence in relation to the parties, or to discuss the suitability of candidates for selection as a third arbitrator where the parties or party-appointed arbitrators are to participate in that selection.

**Disclosures by and challenges to arbitrators (Articles 14 to 16)**

**Article 14**

1. An arbitrator conducting arbitration proceedings under these Rules shall be and remain impartial and independent of the parties at all times; and shall not act in the arbitration as a legal practitioner for any party. No arbitrator, whether before or after appointment, shall advise any party on the merits or outcome of the dispute.

2. When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties and the other arbitrators unless they have already been informed by him or her of these circumstances.
Article 15
1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence.
2. A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.
3. In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his or her performing his or her functions, the procedure in respect of the challenge to an arbitrator as provided in article 16 shall apply.

Article 16
1. A party that intends to challenge an arbitrator shall send notice of its challenge within 10 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after the circumstances mentioned in articles 13 and 14 became known to that party.
2. The notice of challenge shall be communicated to all other parties, to the arbitrator who is challenged, to the other arbitrators and to AIMA. The notice of challenge shall state the reasons for the challenge.
3. When an arbitrator has been challenged by a party, all parties may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his or her office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
4. If, within 15 days from the date of the notice of challenge, all parties do not agree to the challenge or the challenged arbitrator does not withdraw, the party making the challenge may elect to pursue it. In that case, within 20 days from the date of the notice of challenge, it shall seek a decision on the challenge by AIMA.
5. In taking a decision, AIMA shall consider the grounds for the challenge by the parties and any opposition of such challenge by the arbitrator.
6. AIMA shall furnish the parties with the reasons for its decision on the challenge and such a decision will be final.
7. The mandate of the arbitrator shall terminate –
   (a) by agreement of the parties; or
   (b) if he or she becomes unable to perform his or her functions; or
   (c) if he or she withdraws from his or her office.
Article 17: Replacement of an Arbitrator

1. Subject to paragraph 2, where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure that was applicable to the appointment or choice of the arbitrator being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment.

2. If, at the request of a party, AIMA determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, AIMA may, after giving an opportunity to the parties and the remaining arbitrators to express their views:
   (a) appoint the substitute arbitrator; or
   (b) after the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award.

3. If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.

Article 18: Obligation to appoint suitable persons as arbitrators

1. In making appointments under these Rules AIMA shall endeavour to select a suitable arbitrator and shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and other considerations as are likely to secure the appointment of an independent and impartial arbitrator.

Article 19: Exclusion of liability

1. Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitral tribunal, any emergency arbitrator, AIMA, including its principals, shareholders and its employees, and any person appointed by the arbitral tribunal or the emergency arbitrator based on any act or omission in connection with the arbitration.
SECTION III: ARBITRAL PROCEEDINGS

Article 20: General provisions

1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case. In exercising its discretion, the arbitral tribunal shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties’ dispute.

2. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal shall establish the provisional timetable of the arbitration. The arbitral tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.

3. With the agreement of the parties or, if at an appropriate stage of the proceedings any party so requests, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials placed before it.

4. All communications by a party to the arbitral tribunal shall be communicated by that party to all other parties. Such communications shall be made at the same time, except as otherwise permitted by the arbitral tribunal if it may do so under applicable law.

5. The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party provided that such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.
Article 21: Preliminary meeting: Procedure and Evidence

1. As soon as practicable after its constitution the arbitral tribunal shall convene a preliminary meeting in order to –
   (a) establish a time table for filing the documents referred to in articles 26 and 27 of these Rules; or
   (b) establish a provisional time table for steps to deal with any matters that will assist the parties to settle their differences or to assist the arbitration to proceed in an efficient and expeditious manner; or
   (c) consider all matters of evidence and procedure it deems necessary for the just and expeditious resolution of the dispute;
   (d) the date of the hearing and the likely length thereof.

2. A preliminary meeting may take place by conference telephone call or Voice over Internet Protocol service (VoIP).

3. The preliminary meeting agenda may also include the matters contained in Appendix 1 to these Rules.

4. Where the date and length of the hearing has not been agreed upon at a preliminary meeting, the arbitrator shall, in consultation with the parties, establish the dates of the hearing and length of the hearing.

Article 22: Extension of time

1. The arbitral tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed by these Rules or agreed by the parties.

Article 23: AIMA to communicate certain matters to parties

As soon as practicable after the preliminary meeting, AIMA shall, on behalf of the arbitral tribunal:
   (a) request the parties to pay deposits to cover the likely cost of the arbitration;
   (b) send a copy of the arbitral tribunal’s record of the preliminary meeting including any agreement or order made at the meeting to all the parties.
Article 24: Place of arbitration

1. The place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case unless the parties have already agreed on it. The award shall be deemed to have been made at the place of arbitration.

2. Unless otherwise agreed by the parties, the arbitral tribunal may meet at any location it considers appropriate for deliberations and may also meet at any location it considers appropriate for any other purpose, including hearings.

Article 25: Language

1. Unless the parties otherwise agree, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the statement of claim, the statement of defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.

2. The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a certified translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

Article 26: Statement of claim

1. The claimant shall communicate its statement of claim in writing to the respondent and to each of the arbitrators within a period of time to be determined by the arbitral tribunal. The claimant may elect to treat its notice of arbitration referred to in article 5 as a statement of claim, provided that the notice of arbitration also complies with the requirements of paragraphs 2 to 4 of this article.

2. The statement of claim shall include the following particulars:
   (a) the names and contact details of the parties;
   (b) a statement of the facts supporting the claim;
   (c) the points at issue;
   (d) the relief or remedy sought;
(e) the legal grounds or arguments supporting the claim.
(f) a copy of any contract or other legal instrument out of or in relation to which the dispute arises and, if any, a copy of the arbitration agreement shall be annexed to the statement of claim.

3. The statement of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.

**Article 27: Statement of defence**

1. The respondent shall communicate its statement of defence in writing to the claimant and to each of the arbitrators within a period of time to be determined by the arbitral tribunal. The respondent may elect to treat its response to the notice of arbitration referred to in article 6 as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of paragraph 2 of this article.

2. The statement of defence shall reply to the particulars (b) to (e) of the statement of claim (article 26, paragraph 2). The statement of defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent, or contain references to them.

3. In its statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.

4. The provisions of article 26, paragraphs 2 and 3, shall apply to a counterclaim, a claim under article 6, paragraph 2 (e), and a claim relied on for the purpose of a set-off.

**Article 28: Amendments to the claim or defence**

1. During the course of the arbitral proceedings, a party may amend or supplement its claim or defence, including a counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other parties or any other circumstances. However, a claim or defence, including a counterclaim or a claim for the
purpose of a set-off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal.

**Article 29: Pleas as to the jurisdiction of the arbitral tribunal**

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.

2. A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

3. The arbitral tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

**Article 30: Further written statements**

1. The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or maybe presented by them and shall fix the periods of time for communicating such statements.

**Article 31: Periods of time**

1. The periods of time fixed by the arbitral tribunal for the communication of written statements, including the statement of claim and statement of
defence, should not exceed twenty (20) days. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

**Article 32: Interim measures**

1. The arbitral tribunal may, at the request of a party, grant interim measures.

2. An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party, for example and without limitation, to:
   (a) maintain or restore the *status quo* pending determination of the dispute;
   (b) take action that would prevent, or refrain from taking action that is likely to cause,
       (i) current or imminent harm; or
       (ii) prejudice to the arbitral process itself;
   (c) provide a means of preserving assets out of which a subsequent award may be satisfied; or
   (d) preserve evidence that may be relevant and material to the resolution of the dispute.

3. The party requesting an interim measure under paragraphs 2 (a) to (d) shall satisfy the arbitral tribunal that:
   (a) harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
   (b) there is a reasonable possibility that the requesting party will succeed on the merits of the claim or defence, as the case may be. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

4. With regard to a request for an interim measure under paragraph 2 (d), the requirements in paragraphs 3 (a) and (b) shall apply only to the extent the arbitral tribunal considers appropriate.

5. The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal’s own initiative.
6. The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.

7. The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.

8. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.

9. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Article 33: Rules on emergency measures of protection

1. Parties that agree to refer disputes to arbitration under these Rules shall be bound by these Emergency Measures subject to such modifications as the parties may agree.

2. A party may initiate proceedings for emergency relief prior to the appointment of the arbitral tribunal by filing with AIMA, and serving on the parties, a certificate of urgency.

3. The certificate of urgency shall include the following information:
   (a) a written statement of the nature of the relief sought and the reasons why such relief is required on an emergency basis.
   (b) the reasons why the party is entitled to such relief.
   (c) a statement certifying that all other parties have been notified or an explanation of the steps taken in good faith to notify other parties.

4. Within one (1) day of receipt of the certificate referred to in paragraph 2, AIMA shall appoint a single emergency arbitrator. The emergency arbitrator shall immediately disclose any circumstance likely, on the basis of the facts disclosed in the application, to affect his or her impartiality or independence.

5. Any challenge to the appointment of the emergency arbitrator must be made within one (1) day of the communication by AIMA to the parties of the appointment of the emergency arbitrator and the circumstances giving rise to the challenge must be disclosed.
6. The emergency arbitrator shall, as soon as possible, but in any event within two (2) days of appointment, establish a schedule for considering the application for emergency relief. Such a schedule shall provide a reasonable opportunity to all parties to be heard, but may provide for proceeding by telephone conference, VoIP, or on written submissions as alternatives to a formal hearing.

7. If, after consideration of the emergency, the emergency arbitrator is satisfied that the party seeking the emergency relief has shown that immediate and irreparable loss or damage will result in the absence of emergency relief, and that such party is entitled to such relief, the emergency arbitrator may enter an interim award granting the relief and stating the reasons therefor.

8. Any application to modify an interim award of emergency relief must be based on changed circumstances and may be made to the emergency arbitrator until the arbitral tribunal is constituted; thereafter such a request shall be addressed to the arbitral tribunal. The emergency arbitrator shall have no further power to act after the arbitral tribunal is appointed unless the parties agree that the emergency arbitrator is named as a member of the arbitral tribunal.

9. Any interim award or emergency relief may be conditional on provision by the party seeking such relief of appropriate security.

10. The costs associated with applications for emergency relief shall initially be determined by the emergency arbitrator, subject to the power of the arbitral tribunal to determine finally the apportionment of such costs. A party seeking emergency relief must deposit on retainer the arbitrator’s and administrative fees relating to the costs of the request for emergency relief before the decision with respect to emergency relief is released.

Article 34: Evidence

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

2. Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed
by the arbitral tribunal, statements by witnesses, including expert
witnesses, may be presented in writing and signed by them.
3. At any time during the arbitral proceedings the arbitral tribunal may
require the parties to produce documents, exhibits or other evidence
within such a period of time as the arbitral tribunal shall determine.
4. The arbitral tribunal shall determine the admissibility, relevance,
materiality and weight of the evidence offered.

Article 35: Discovery
1. Should either party believe that there are documents in the other’s
possession, custody or control which are relevant to the issues in dispute,
it may request copies of such documents which shall be provided, save
insofar as disclosure may be refused by the arbitral tribunal.
2. Should the party requested to disclose these documents refuse to do so, the
other parties may apply to the arbitral tribunal for a directive that such
document be made available, copied and delivered to it.
3. In the event of a dispute arising as to whether a document is subject to
disclosure, the arbitral tribunal will decide on the admissibility of the
document itself and the decision shall be final and binding on the parties.
4. The tribunal may, at the request of a party or of its own motion, inspect or
require the inspection of any issue or materials, as it deems it appropriate.

Article 36: Hearings
1. In the event of an oral hearing, the arbitral tribunal shall give the parties
adequate advance notice of the date, time and place thereof.
2. Witnesses, including expert witnesses, may be heard under the
conditions and examined in the manner set by the arbitral tribunal.
3. Hearings shall be held in camera unless the parties agree otherwise. The
arbitral tribunal may require the retirement of any witness or witnesses,
including expert witnesses, during the testimony of such other
witnesses, except that a witness, including an expert witness, who is a
party to the arbitration shall not, in principle, be asked to retire.
4. The arbitral tribunal may direct that witnesses, including expert
witnesses, be examined through means of telecommunication that do
not require their physical presence at the hearing.
Article 37: Experts appointed by the arbitral tribunal

1. After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the arbitral tribunal. A copy of the expert’s terms of reference, established by the arbitral tribunal, shall be communicated to the parties.

2. The expert shall, in principle before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert’s qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert’s appointment, a party may object to the expert’s qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.

3. The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.

4. Upon receipt of the expert’s report, the arbitral tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.

5. At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of article 36 shall be applicable to such proceedings.

Article 38: Default

1. If, within the period of time fixed by these Rules or the arbitral tribunal, without showing sufficient cause -
(a) the claimant has failed to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;
(b) The respondent has failed to communicate its response to the notice of arbitration or its statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant’s allegations; the provisions of this subparagraph also apply to a claimant’s failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.

2. If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.

3. If a party, duly invited by the arbitral tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

Article 39: Closure of hearings
1. The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.

2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the hearings at any time before the award is made.

Article 40: Waiver of right to object
A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection, unless such party can show that, under the circumstances, its failure to object was justified.
SECTION IV: THE AWARD

Article 41: The Decision

1. When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.

2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide alone, subject to revision, if any, by the arbitral tribunal.

Article 42: Form and effect of the award

1. The arbitral tribunal may make separate awards on different issues at different times.

2. All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.

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

4. An award must be signed by the arbitrators and contain the date on which the award was made and an indication of the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.

5. Unless the parties otherwise agree, the arbitral tribunal shall make its award as soon as practicable, but in any event within thirty (30) days after the closure of the hearing, or the submission of the last document to the tribunal in the event that there is no hearing, provided that the parties, at the request of the arbitral tribunal, can extend this period in writing signed by them.

6. An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.

7. Copies of the award signed by the arbitrators shall be communicated to the parties and AIMA by the arbitral tribunal.

Article 43: Applicable law

1. The arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such
designation by the parties, the arbitral tribunal shall apply the law which it determines to be appropriate by way of submissions.

2. The arbitral tribunal shall decide as amiable *compositeur* or *ex aequo et bono* only if the parties have expressly authorized the arbitral tribunal to do so.

3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

**Article 44: Settlement or other grounds for termination**

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.

2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so.

3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties and to AIMA. Where an arbitral award on agreed terms is made, the provisions of article 42, paragraphs 2, 4 and 5, shall apply.

**Article 45: Interpretation of the award**

1. Within 30 days after the receipt of the award, a party, with notice to the other parties, may request that the arbitral tribunal give an interpretation of the award.

2. The interpretation shall be given in writing within 15 days after the receipt of the request. The interpretation shall form part of the award and the provisions of article 42, paragraphs 2 to 7, shall apply.
Article 46: Correction of the award

1. Within 30 days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the arbitral tribunal considers that the request is justified, it shall make the correction within 15 days of receipt of the request.

2. The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative.

3. Such corrections shall be in writing and shall form part of the award. The provisions of article 42, paragraphs 2 to 7, shall apply.

Article 47: Additional award

1. Within 30 days after the receipt of the termination order or the award, a party, with notice to the other parties, may request the arbitral tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.

2. If the arbitral tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 30 days after the receipt of the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.

3. When such an award or additional award is made, the provisions of article 42, paragraphs 2 to 7, shall apply.

SECTION VI: FEES AND COSTS

Article 48: Definition of costs

1. The arbitral tribunal shall fix the costs of arbitration in the final award and, if it deems appropriate, in another decision.

2. The term “arbitration costs” includes only:
   (a) The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with article 48;
(b) The reasonable travel and other expenses incurred by the arbitrators;
(c) The reasonable costs of expert advice and of other assistance required by the arbitral tribunal;
(d) any fees and expenses incurred by AIMA.

3. In relation to interpretation, correction or completion of any award under articles 45 to 46, the arbitral tribunal may charge the costs referred to in paragraphs 2 (b) to (d), but no additional fees.

4. The parties are jointly and severally liable to the arbitral tribunal and AIMA for the costs of arbitration.

**Article 49: Fees and expenses of arbitrators**

1. The fees and expenses of the arbitrators shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case.

2. Promptly after its constitution, the arbitral tribunal shall inform the parties as to how it proposes to determine its fees and expenses, including any rates it intends to apply. Within 5 days of receiving that proposal, any party may refer the proposal to AIMA for review. If, within 5 days of receipt of such a referral, AIMA finds that the proposal of the arbitral tribunal is inconsistent with paragraph 1, it shall make any necessary adjustments thereto; which shall be binding upon the arbitral tribunal.

3. (a) When informing the parties of the arbitrators’ fees and expenses that have been fixed pursuant to article 48, paragraphs 2 (a) and (b), the arbitral tribunal shall also explain the manner in which the corresponding amounts have been calculated;
(b) Within 5 days of receiving the arbitral tribunal’s determination of fees and expenses, any party may refer for review such determination to AIMA. If AIMA finds that the arbitral tribunal’s determination is inconsistent with the arbitral tribunal’s proposal or any adjustment thereto under paragraph 3 or is otherwise manifestly excessive, it shall, within 5 days of receiving such a referral, make any adjustments to the arbitral tribunal’s determination that are necessary to satisfy the criteria in paragraph 1. Any such adjustments shall be binding upon the arbitral tribunal.
(c) Any such adjustments shall either be included by the arbitral tribunal in its award or, if the award has already been issued, be implemented in a correction to the award, to which the procedure of article 46, paragraph 3, shall apply.

4. Throughout the procedure under paragraphs 3 and 4, the arbitral tribunal shall proceed with the arbitration, in accordance with article 20.

5. A referral under paragraph 4 shall not affect any determination in the award other than the arbitral tribunal’s fees and expenses; nor shall it delay the recognition and enforcement of all parts of the award other than those relating to the determination of the arbitral tribunal’s fees and expenses.

**Article 50: Allocation of costs**

1. Unless the parties otherwise agree, the award of costs, including administrative fees, arbitrator fees and the costs of the facility for the hearing shall be shared equally by the parties. Each Party shall bear its own costs and legal representation and witness fees.

2. At any time during the arbitral proceedings, the arbitral tribunal may, on the application of a party, make a decision on costs and order payment in an award. For this purpose, costs include a deposit required from a party by arbitral tribunal or paid by another party under article 51, paragraph 1.

3. The arbitral tribunal may direct that recoverable costs of the arbitration, or any part of the arbitral proceedings, should be limited to a specific amount or duration of the hearing or in any other appropriate manner.

4. Any directive made by the arbitral tribunal under paragraph 3 may be varied at any stage provided that a direction for the limitation of costs or any variation thereof must be made sufficiently in advance of the incurring of costs or the taking of steps to which it relates in order for the limitation to be taken into account.

5. The arbitral tribunal shall not exercise its powers under paragraph 3 and 4 without first affording the parties an opportunity to make submissions to it.
Article 51: Deposit of costs

1. On its establishment, the arbitral tribunal, or at its direction, AIMA, may request the parties to deposit an equal amount as an advance for the costs referred to in article 48, paragraphs 2 (a) to (d).

2. During the course of the arbitral proceedings the arbitral tribunal, or at its direction, AIMA, may request supplementary deposits from the parties.

3. If the required deposits are not paid in full within 30 days after the receipt of the request, the arbitral tribunal, or if the arbitral tribunal so directs, AIMA, shall inform the parties in order that one or more of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.

4. After a termination order or final award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.
Appendix 1: Matters for potential consideration by the parties and the arbitral tribunal at the preliminary meeting.

In determining the matters to be addressed at the preliminary hearing, the arbitral tribunal and the parties should take into account the size of the parties’ claims, the complexity and urgency of the dispute as well as the number, seniority and experience of the arbitral tribunal. The following identifies matters that the arbitral tribunal and the parties might address at the meeting.

1. **Applicable arbitration rules**
   a) any dispute regarding the meaning or applicability of the Rules;
   b) any agreements by the parties to opt out of, or modify, any of the applicable Rules.

2. **Place of arbitration and applicable procedural law**
   Any dispute or agreement regarding what arbitration law applies to the proceedings

3. **Applicable substantive law**
   Any dispute or agreement regarding what substantive law governs the parties’ dispute.

4. **Language(s), translation and interpretation**
   a) any dispute or agreement regarding the language(s) of the arbitration proceedings;
   b) any need for translation of documents or the use of interpreters in hearings or conferences, and, if so, when and how any of these arrangements will be made and paid for.

5. **Tribunal’s fees and expenses**
   Arrangements for the payment of the arbitrators’ fees and costs

6. **Deposits of costs**
   Any issues concerning the payment and administration of advance deposits covering arbitrators’ fees and expenses.

7. **Tribunal’s jurisdiction**
   Any dispute regarding the arbitral tribunal’s jurisdiction to decide the issues presented by the parties in their claims, counterclaims and defences.

8. **Tribunal’s impartiality and independence**
   a) whether the parties wish to raise any unwaived matters regarding the arbitrators’ availability, impartiality and independence;
   b) the possible adoption of any guidelines or protocols dealing with conflicts of interest.
9. **Any pending litigation relating to the claims and defences**
   Any pending litigation relating in any way to the claims, counterclaims and defences asserted in the arbitration proceedings.

10. **Representation**
    Where a person is to act as a representative of a party, proof of authority granted to the representative in such a form as the arbitral tribunal or at its direction, AIMA, may determine.

11. **Confidentiality**
    Any confidentiality or trade secret concerns that will require particular measures to protect confidential or proprietary information.

12. **ADR mechanisms**
    Whether the parties have considered attempting to either settle or resolve their dispute through any other alternative dispute resolution mechanism.

13. **Written submissions and exhibits**
    a) the need for submission of a more detailed or amended statement of claim, counterclaim, or defence;
    b) any limitations on the length or scope of written submissions;
    c) any arrangements that may be made for real-time stenography, electronically searchable transcripts, electronically available and searchable exhibits and briefs containing electronic links to transcript pages, exhibits and authorities;
    d) the potential use of summary exhibits intended to supplement or serve as a substitute for voluminous exhibits or collective exhibits.

14. **Production of documents**
    a) whether and to what extent the parties will exchange requests for production of documents;
    b) in the event that the parties are to exchange requests for documents, deadlines for objecting to specific requests, for the filing of objections relating to the sufficiency of document production, for responses to such objections, and for a hearing date on such objections should the arbitral tribunal conclude that an oral hearing would be useful;
    c) a possible requirement that the parties confer in good faith and attempt to agree on the production of documents.

15. **Arbitral awards**
    a) the form of the arbitration award:
    i. an award with no statement of supporting reasons;
    ii. an award with a limited statement of supporting reasons; or
iii. an award with a full statement of supporting reasons.

16. Site inspection

Whether the parties anticipate the need for a site inspection by the arbitral tribunal or a tribunal-appointed expert, and, if so, when the inspection should be conducted and under what procedure.

17. Witnesses and expert witnesses

a) communications with witnesses in the course of testimony;
b) the possibility that the parties might be able to resolve certain issues with the involvement of their experts;
c) whether the parties will present expert witnesses, and if so, what schedule should be established with respect to the identification of experts and the exchange of expert reports;
d) the potential use of joint written reports by opposing expert witnesses, in which the experts identify and explain points of agreement and disagreement;
e) the potential use of witness panels involving opposing experts or lay witnesses who will testify on the same or similar subject matter;
f) the need or desirability for the arbitral tribunal to appoint one or more experts.

18. Any other business

Any other matter the arbitral tribunal or the parties may wish to address, including the use of any other guidelines and/or protocols where appropriate. Following the pre-hearing meeting, the arbitral tribunal should promptly issue a written order memorialising decisions made and agreements reached in the conference. The order should include, but not be limited to, a timetable setting forth pertinent deadlines, action dates and other scheduling matters dealt with at the conference. In the interest of efficiency and of ensuring a fair and orderly process, the arbitral tribunal may later alter the timetable after consulting with the parties.
Appendix 2: Administrative fees and deposits

1. Filing fee
   US$500.00 is payable by the claimant upon filing a notice of arbitration with AIMA. This fee is non-refundable but will be credited against the claimant’s share of total fees and costs.

   Venue charge
   Arbitrations and mediations held at the offices of AIMA are subject to a minimum venue charge of US$150.00 per day plus expenses (such as food and refreshments) for the use of facilities, depending upon the number of persons attending the arbitration or mediation and the size and number of rooms used.

2. Deposit on account of fees
   The parties may be requested to a deposit on account of fees, anticipated costs and applicable taxes pay in equal shares at a deposit on account of fees, anticipated costs for each day reserved for the arbitration and the time estimated by the arbitral tribunal for preparation for the hearing, the review of evidence, the writing of the award and disbursements. The amount and timing of deposits will be communicated to the parties by AIMA.

3. Reimbursement of fees
   The arbitral tribunal will fix the actual costs of the arbitration. Those costs, as well as the arbitrators' reimbursable expenses, will then be paid from the deposit on account of fees. If there is any money left over it will be reimbursed to the parties.

4. Payment Methods
   Payment of the above fees can be made by bank transfer to the following bank account:
   Name of Bank: CBZ
   Branch: Borrowdale
   Account Name: Africa Institute of Mediation and Arbitration
   Reference: Party Name or AIMA Case Reference Number*
   Account Number: 02924583010012

   *Please note that without a reference we may be unable to allocate your payment, which may result in delays in processing your application.
Appendix 3: Model statements of impartiality and independence pursuant to article 14 of the Rules

*No circumstances to disclose*

I am impartial and independent of each of the parties and intend to remain so. To the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties and the other arbitrators of any such circumstances that may subsequently come to my attention during this arbitration.

*Circumstances to disclose*

I am impartial and independent of each of the parties and intend to remain so. Attached is a statement made pursuant to article 14 of these Rules of (a) my past and present professional, business and other relationships with the parties and (b) any other relevant circumstances regarding [include statement]. I confirm that those circumstances do not affect my impartiality and independence. I shall promptly notify the parties and the other arbitrators of any such further relationships or circumstances that may subsequently come to my attention during this arbitration.*

*Any party may consider requesting from the arbitrator the following addition to the statement of impartiality and independence: I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently, efficiently and in accordance with the time limits set out in these Rules.*
MODEL ARBITRATION CLAUSES
The following model clauses may be adopted by the parties to a contract who wish to have any future disputes referred to arbitration under the AIMA Arbitration Rules:

*Model arbitration clauses for contracts*

1. **Model arbitration clause with emergency arbitrator rules**
   Any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination or validity thereof, shall be submitted to the Africa Institute of Mediation and Arbitration (AIMA) and settled by final and binding arbitration in accordance with the AIMA Arbitration Rules. Judgment on any award issued under this provision may be entered by any court of competent jurisdiction.

2. **Model arbitration clause excluding the emergency arbitrator rules**
   Any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination or validity thereof, shall be submitted to the Africa Institute of Mediation and Arbitration (AIMA) and settled by final and binding arbitration in accordance with the AIMA Arbitration Rules, except that the emergency arbitrator rules shall not apply. Judgment on any award issued under this provision may be entered by any court of competent jurisdiction.

*Post-dispute arbitration submission agreement*

We, the undersigned parties, hereby agree that the dispute concerning [insert a brief and accurate description of the dispute] shall be submitted to the Africa Institute of Mediation and Arbitration (AIMA) and settled by final and binding arbitration in accordance with the AIMA Arbitration Rules. Judgment on any award issued under this provision may be entered by any court of competent jurisdiction.

*Recommended additional provisions*

Parties may consider the following additional provisions:

1. **Appointment of arbitrators**
   The arbitral tribunal shall be composed of [one or three] arbitrator(s).

2. **Appointment of sole arbitrator** [choose one of the following clauses]:
a) A sole arbitrator shall be appointed by agreement of the parties. If the parties have not agreed on the appointment of a sole arbitrator within 15 days of the respondent’s receipt of a notice of arbitration, then, at the request of one of the parties, a sole arbitrator shall be appointed by AIMA.
b) A sole arbitrator shall be appointed by AIMA.

3. **Appointment of three arbitrators** [choose one of the following clauses]:
   a) Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall then appoint a third arbitrator. If either party fails to appoint an arbitrator within 15 days of receiving notice of the appointment of an arbitrator by the other party, AIMA shall, at the request of either party, appoint an arbitrator on behalf of the defaulting party. If the first and second arbitrator appointed fail to agree upon a third arbitrator within 15 days of the appointment of the second arbitrator, the third arbitrator shall, at the request of either party, be appointed by the AIMA.
b) A three-member tribunal shall be appointed by agreement of the parties. If the parties have not agreed on the appointment of the three arbitrators within 15 days of the respondent’s receipt of a notice of arbitration, then, at the request of one of the parties, AIMA shall appoint each of the arbitrators and shall designate one of them as the presiding arbitrator.
c) A three-member tribunal shall be appointed by AIMA.

4. **Place of arbitration and applicable procedural law**
   The place of arbitration shall be [choose city and country]. The proceedings shall be conducted in accordance with the arbitration law of the place of the arbitration.

5. **Language(s) of arbitration**
   The language(s) of the arbitration proceedings shall be [choose language(s)].

6. **Law governing the contract**
   The contract shall be governed by [choose one of the following]:
   a) the substantive law of [choose country]; or
   b) the substantive law of [choose country], exclusive of any conflict-of-laws rules that could require the application of any other law.

7. **Law governing the arbitration agreement**
The arbitration agreement shall be governed by [choose the relevant law].