

REPUBLIC OF TUNISIA
LOCAL AND INTERNATIONAL
ARBITRATION CENTRE

" **AL-INSAF** "

Site : www.al-insaf.com.tn

Regulations of the Arbitration and Conciliation Procedures of International Arbitration







Introduction



Thanks to God Who Did Help us to elaborate this work which we have completed after due perusal and tricolours attention over about ten years since the establishment of Local & International Arbitration Centre “Al- Insaf” at Tunis, on 24th May 1995 in compliance with Law No.42-93 dated 26th April 1993 enacting the Tunisian Arbitration Act [Code de l’Arbitrage, and without prejudice to any relevant international criteria and practices in matter of modern arbitration mechanisms.

Perhaps, the leitmotiv behind this delay by the Centre is mainly due to meticulous labor and long lasting care in preparing these by- laws for international arbitration, and was due to conscious endeavor to set to the highest possible the genuine requirements of a realistic and practical effect for arbitration rules in general, and to predict the expected output relating to addressing the arbitration issues both on national and international levels by the national competent courts, so as to detect any factors that ensures, to the highest extent, further de facto and de jurist and also organizational guaranties for the handled disputes with full transparency and flexibility, unlike what has been neglected by certain professional arbitration institutions when they unnecessarily hastened to set their own arbitration procedures based on theoretical readings, a fact which rendered some of them, whether in the Arab World or elsewhere, or even all of them, if one can say, unable to overcome many obstacles they may face.

Among the things that drew the attention of our arbitration institution is those issues posed by disputes of parties, whether as de facto or as de jurist, in a way which certainly affects the good course of the arbitration proceedings, and may prevent a sound procedural resolution of such disputes to be achieved.

A fact which has always caused adverse results to the detriment of the parties of dispute whether as regards the arbitration awards rendered in the main issue or other partial awards due to defaults, especially organizational or procedural ones imputable to such gaps in many substantial aspects as it appears from the paradoxes between the present by-laws and the contents of other arbitration procedures applied by other professional institutions.

Among the aspects we focused on within the rules specified by the present by-laws as those through which a transparency logic as well as all actual and procedural safeguards are ensured to the parties of dispute, and which could only be achieved when the equality requirements are guaranteed, together with giving the opportunity to the parties to consecrate their loyal willingness as regards their individual rights on the one hand, and with establishing a limit at which such freedom should stop on the other hand, so as to ultimately ensure the

intangibility of the opponent party's rights as a finality to secure the minimum of disciplinary rules, whether as regards to parties' rights themselves or towards all parties and entities dealing with "Al-Insaf" Arbitration Center, of which especially the assistant bodies to both arbitration and regular jurisdiction.

As among the controversial aspects on which are built a lot of arbitration systems and other gaps, is that such systems never resolved on the way by which to preserve the parties' rights, especially as regards the circumstances which prohibit them from amending their arbitration systems in the absence of due Knowledge thereabout, and what such unexpected surprise may pose as impacts on parties' rights whenever the dispute is brought up following a given total or a partial change in procedural rules by the professional arbitration institution, that may involve high risks which are likely to more dissipating the parties' rights when should the dispute have arisen on a later date to the circumstances under which such change or amendment is made in the light of the registration serial number or date within the international numbering service "ISBN" or through registration date within the national competent authority in matter of copyright.

It appears, on the other hand, that even various arbitration laws provide for the possibility of the private arbitration formations to select a given arbitration procedure or system, such a fact could not exclude the need to the prior approval by the professional institution concerned with the procedure or system applicable outside, it so as to use its own intangible mechanisms, in that the arbitration procedure or system of a given arbitration institution is deemed as an own copyright or as intellectual property for that institution on the one hand, and, accordingly, the same is considered as amongst the characteristics that distinguish that instruction from the private arbitration mechanism and even from further formal arbitration institutions. Accordingly, there could not be possible, de facto and de juris, using the own system of a corporate arbitration institution by any authority in a gratis way or without its prior approval. Otherwise, these aspects which essentially make the differences between an arbitration institution and another, could become inexistent or even absolutely absent. In this context, various requirements within "Al-Insaf" Arbitration Center always drew the attention to the consequences that may arise from the use of its own arbitration system without its prior consent upon that use for guidance purposes by third parties. No one can doubt that the consensus of the international community feeds into encompassing this arbitration mechanism as a way of partial departure from the national competent jurisdiction so as to take over resolution of same types of disputes, thereby investing them by the aspect of private jurisdiction and further making them completely apart from the involvement of the State, whether from the view point of their establishment or the financial and political or even moral support they receive. Accordingly, it would not be suitable for the professional arbitration institutions to be established, especially in that context, through State's contribution or subsidy, since such a process itself encompasses a high conflict between the world

tendency consisting in consecrating the privatisation of the trade practice on the one hand, and with aim of consecrating the independency of the arbitration institution on the other hand, in accordance with the contemplated law formulae contemplating the creation of such private judicial mechanism.

Such a significant orientation aims, in particular, at excluding on even lifting any confusion between the domestic institutions, including various types of chambers of commerce and even industrial boards on the one hand and various other national or mixed associations having close relationships with the national institutions, so as to make resolution of disputes through national jurisdiction in a better position than as by those entities.

Moreover, such national or mixed organizations remain with no reason of exercising the trade practice, a fact which adds to the subsequent causes of unreasonable and illegal money had and received, as defined hereafter in this document, establishing the commitment of our arbitration institution to avoid any material violation to the domestic laws or to the relevant international instruments.

In front of the significance of tasks and functions falling to arbitration bodies, in particular the private international arbitration formations in ensuring resolution of various types of disputes referred to them, and given the high scientific standards of such competencies in instituting justice and establishing the public order, social and economic security world-wide, and due to the absence of a major part of substantial requirements therein, whether as to provisional headquarters where they sit for resolution on a temporary basis, or as to unavailability of further service and administrative facilities for permanent provision of services to the parties of dispute, added to other disadvantages and the subsequent misunderstandings between such bodies themselves or with the parties of dispute which may involve staying the arbitration proceedings until it is resolved by formal jurisdiction, all that has driven Local and International Arbitration Center “**Al-Insaf**” to include the Chapter **XXV** in these by-laws so as to allow sponsoring and supporting the international arbitration bodies in order to provide an enabling environment to the standard of their functions and actions, and this applies as well to the parties of dispute with the aim of preserving their dignities and building up their common efforts on the one hand, and to guarantee to all parties, on the other hand, all service and administrative safeguards which they continuously need, and also to allow expedited resolution of any controversies that may arise between them or with the parties of dispute themselves, whether as to challenging, dismissal or replacement of such members of the arbitration board or even as regards arbitrator’s fees. And that is not only with the aim of enlightening the task to formal jurisdiction system but also based on the great knowledge of “**Al-Insaf**” Arbitration Center of the highly skilled competencies in the field of international arbitration, whether by virtue of its specialisation as being the first initiative to have been established throughout

the African continent, or via the agreements it had concluded with several entities and bodies specialised in

takes place within the premises of Local & International Arbitration Center «**Al-Insaf**», in Tunisia or elsewhere, as the case may be.

1. The resolution of disputes contemplated by Article 1 hereof is conditioned by the availability of an Arbitration Agreement whether contractual or non contractual, providing to subject all disputes or a specific dispute to the competence of Local & International Arbitration Center «**Al-Insaf**»- Tunisia.

2. The referral of a given dispute to Local & International Arbitration Center «**Al-Insaf**» shall be deemed a full acceptance by the parties in person or through a proxy, of the regulatory rules applicable within «**Al-Insaf** ». As such, the dispute will be dealt with in accordance with such rules and without any reservations or restrictions.

international arbitration worldwide, for closer and faithful co-operation and exchange of information and experience in the field.

Among the consideration targeted by Chapter **XXV** of these by- laws pertaining to sponsoring the private international arbitration under the umbrella of “**Al-Insaf**” Arbitration Center, the same approach is also driven by the lack of full safeguards and guaranties relating to the manner by which the case files of parties of dispute is to be kept within the formations of private international arbitration, in particular when there are resolved on, whether as regards the duration, the location, or other considerations, in addition to the subsequent issues that may arise from the need of the parties of dispute in some cases to request reconsideration of their disputes either through grief upon obtaining document of absolute proof, whether such proof is a usual document or resulting from such forging acts, as the case may be in some cases to refer the matter to such private arbitration bodies, or in compliance to, or in enforcement of such decrees made by formal courts competent of appeal proceedings within the frame of attempt of cancellation of nullity causes.

In its endeavour to avoid for the parties of dispute the nullity causes of arbitration agreements, «**Al-Insaf**» Arbitration Centre included some aspects or forms and formulae for models of arbitration agreements and clauses in various cases of proceedings, on both national and international levels so as to enhance more guidance for the public and for professionals according to the needs of their personal, economic or developmental interests.

Thus, we conclude our present paper which we consider it an early fruit of what we have inspired from all legal criteria and rules in a sound way, so as to be able to extract what is fit and beneficial to all mankind, regardless of their nationalities and thoughts, in an attempt to support dissemination of justice and fairness in all parts of the world on the one hand, and as a contribution to more developing this noble culture, whilst hoping that the extended arbitration family worldwide now engaged in both national and international arbitration, will follow impartiality and trust ethics in achieving the highest degree of equity and

in giving the widest opportunity to all parties to manage their personal rights in a more flexible way and to the most open perspectives, and that they will give the logic of equity to what the parties in dispute agree upon in their compromise or conciliation, so as to eradicate all forms of hate on the one hand, and to preserve the continuity of transactions and a good course of contracting processes to establish harmony between various community components on the other hand, and in particular since the essential criteria for this mechanism has come along to allow the parties to consecrate their loyal will in their own personal rights, and, on the other hand to open the door to conciliation in all disputes between them and in all their various stages.

**For/ Al-Insaf Local & International Arbitration Center
General Secretary
Ameur YAHAOUI**

**ARBITRATION AND CONCILIATION PROCEEDINGS IN
INTERNATIONAL ARBITRATION**

General Provisions

Article 1: The texts of the present By-Laws are considered both an exclusive copyright and an industrial property for the profession related to the function and tasks of the Local & International Arbitration Center «Al-Insaf»- Tunisia. It is strictly prohibited for any party or entity of whatever character form, nature or type to use the text of the present By-Laws in arbitration proceedings unless they are in possession of a prior written permit issued by the Center's Secretariat-General.

Article 2: These By-Laws should never be marketed under whatever form or circumstance whether for purposes of sale, lease or copying from third parties with the intention of achieving such profits or making usage from them in such purposes other than for cultural researches and analysis.

- "Marketing" or «making usage» shall mean, whenever proved, coincidence of the contents of the marketing means or the printed material produced by a third party for such a purpose, whether on an imitation basis in whole or in part, with the provisions of the present By-Laws, even if such coincidence is limited to such portion or even to one line, regardless of the heading or title under which it is incorporated.

-For Each breach of the type referred to in the two precedent paragraphs, the provisions of Article 4 below, shall apply.

Article 3: It should be deemed as an infringement of the patent rights of this Center, any usage or exploitation of the rules included in the present By-Laws, whether in whole or in part with the intention of establishing or organizing the arbitration proceedings either by an arbitration corporate body or by private arbitration formation without prior consent of the Center, as provided in first paragraph above.

Accordingly, any award or decision rendered in main issue or even in part before competent judicial courts should be deemed as lacking of the determinants to the arbitration proceedings even when otherwise agreed by the parties. For each breach of that type, the provisions of Article 4 hereof, shall apply.

Article 4: Any unauthorized use of the rules included in these By-Laws will entitle the Center to sue for damage the author of such unauthorized use before any official court or a private or regulatory arbitration board by a minimum amount of One Hundred Thousand Tunisian Dinars. In case of a remedy for damage through an arbitration proceeding, the procedures included in the present By-Laws shall apply to the dispute, and without excluding the possibility of raising a claim for damage before the same arbitration Center «Al-Insaf». In all arbitration cases, the regulations of Tunisian Civil Law shall apply.

- The capacity to sue for claims due to the breaches provided for in Articles 1,2 and 3 will prescribe only after fifteen years from the date on which such breach would have been committed.
- The remedy rules for claims due to the breaches contemplated by Article 3 above, shall apply to arbitration boards together with the parties of dispute.
- The Local and International Arbitration Center “**Al-Insaf**” will grant a reward to any person worldwide informing the Center upon any breach of the provisions of the precedent Articles, amounting to twenty per cent of the amount of the damage resulting from the compromise or upon effective enforcement of the executory instrument resulting from the judicial proceedings. The name of informer should be kept confidential and could not be disclosed.

*Article 5:*Should any dispute arise as to the usage of the rules of the present By-Laws, the Secretariat-General of «**Al-Insaf**» Arbitration Center, will specify the judicial court in any country to decide on recognition of the arbitration award rendered in the matter.

The competent court will pronounce exequatur of the arbitration award based on the systematic instrument resulting from the unauthorized use of the texts of the present By-Laws.

*Article 6:*The present By-Laws should be modified or amended only upon carrying out an international referendum whose results may commend to modify or amend the By-Laws in such a way to provide more flexibility and guarantees to parties’ interests.

*Article 7:*The provisions of the present By-Laws shall come into effect as from the beginning of the year 2003 and shall apply to any contracts or agreements executed before the effective date thereof.

*Article 8:*The provisions of the present By-Laws will be adopted by «**Al-Insaf**» arbitration Center in all disputes arising from any international relationships whether contractual or non contractual as from the date they are drafted and without any reservations or restriction.

*Article 9:*The Local and International Arbitration Center «**Al-Insaf**» will make of Chapter Twenty Fifth hereof a rule for controlling the private international arbitration entities to help them organize their acts and functions, keep their files and records and provide possible management services for the parties within the limits of disputes they may raise before the Center.

Chapter One

General Procedures

Article 10: These thorough By-Laws are intended to set the procedural and organizational rules to resolve any disputes of international character, whether financial, commercial or economic, and in all exchanges and commitments whether contractual or non contractual, as far as the arbitration takes place within the premises of Local & International Arbitration Center «**Al-Insaf**», in Tunisia or elsewhere, as the case may be.

1. The resolution of disputes contemplated by Article 1 hereof is conditioned by the availability of an Arbitration Agreement whether contractual or non contractual, providing to subject all disputes or a specific dispute to the competence of Local & International Arbitration Center «**Al-Insaf**»- Tunisia.

2. The referral of a given dispute to Local & International Arbitration Center «**Al-Insaf**» shall be deemed a full acceptance by the parties in person or through a proxy, of the regulatory rules applicable within «**Al-Insaf** ». As such, the dispute will be dealt with in accordance with such rules and without any reservations or restrictions.

Article 11: Unless otherwise agreed by the parties, the Center may deal with the disputes described in law texts as being international, in cooperation with any other professional arbitration Center in any part of the world.

Article 12: The provisions of the present By-Laws allow the parties in some cases to appoint such arbitrators from any part of the world, and whether male or female, regardless of their nationalities or thoughts, and whether among the Center's permanent members or from elsewhere. Should any of the parties have appointed an arbitrator, he/she has to complete all the procedures relating to such appointment and deposit the relevant fees to that arbitrator at the Center's Secretariat-General within twenty days from the application, otherwise his right will prescribe.

Article 13:

In this text:

1- « Arbitration System » shall mean the arbitration and conciliation procedures in matter of international arbitration applicable within Local & International Arbitration Center «**Al- Insaf**».

2- « Center » shall mean Local & International Arbitration Center «**Al- Insaf**».

3- « Arbitration Board » shall mean the sole arbitrator or a team of arbitrators.

4- « Arbitration Board » shall mean the mediator arbitrator for conciliation purposes, individually or assisted by such surveyors or experts in the subject matter of dispute, whether he/she is a natural individual or a corporate body.

5- « Code d'Arbitrage [Arbitration Act] » shall mean the Tunisian Arbitration Act enforced by Law N°.42-93 dated 26th April 1993.

6- « Registration and Stamp Duty Law » shall mean the Tunisian Registration and Stamp Duty Act, enforced by Law N°53-93 dated 17th May 1993, unless there be agreement to the contrary.

7- « Tax Exemption Law » shall mean exemption from registration fees and stamp duty for Arbitration Agreements and awards rendered in main issue whether by operation of the law or through amicable conciliation or compromise, or in which fairness and equity rules have been applied, as per Law N°.56-94 dated 16th May 1994.

8- «Various Resolution Rules » shall mean operation of the law, parties' agreement or application of fairness and equity.

9- «Arbitration Board's Award » shall mean an award in main issue, preliminary, provisional, stay, summary, final, righting, explanatory, supplemental decision and regulatory decision rendered by the Arbitration Board, and the Center's Secretariat-General.

10- Parties' agreement shall mean previous or subsequent agreement by and between the parties.

11- « Judicial Court » shall mean the judicial system having jurisdiction on dealing with international arbitration issues.

*Article 14:*The texts contained in the present By-Laws should make the resolution rule between the parties of the Arbitration Agreement as well as towards the arbitrators, surveyors, experts or translators and within the Center's Secretariat-General.

The texts contained in the provisions of the present By-Laws should be considered as a separation means between the acts of Local & International Arbitration Center «Al- Insaf» and the competences of regular judicial courts having jurisdiction on dealing with appeal procedures according to the regulatory rules applicable to disputes and the decisions and awards arising there from whether in main issue, provisional or preliminary, or even regular.

*Article 15:*No judicial court is entitled to interfere in the articles of the present By-Laws, or depreciate their effects or subtract such matters from its provisions, or the obligations and rights arising there from.

CHAPTER TWO

Center's Competence in matter Of International Arbitration

Article 16: All disputes arising from any financial or business relation whether contractual or non contractual, and in all spheres or sectors, are covered by the provisions of the present By-Laws, based on the following elements:

A. An international dispute may arise between any opponents or entities worldwide, regardless of their nationalities, thoughts, even when they are different, as follows:

1- Natural individuals not being legally qualified as traders.

2- Corporate bodies being legally qualified as traders, regardless of the quality of corporate body, whether as to the form or to the image, and also regardless of their nationalities, even when they are different.

3- Administrative-oriented governmental bodies or local state's organizations under the control of governmental bodies.

4- Regional international entities, between each other, or toward thirds.

*Article 17:*The local & International Arbitration Center "Al- Insaf" will deal with any dispute arising between any such parties mentioned above in relation with their relationships and agreements whether contractual or non contractual.

The Center will also deal with any international and regional agreements or conventions related to any such rights or obligations in various fields or spheres, of whatever type or legal or national form, except as expressly prohibited by law.

Article 18:

A- There shall be deemed an international arbitration, regardless of the financial or the moral value of the dispute, if the business place of the parties of Arbitration Agreement is located, during the arbitration proceedings, in two or more different countries.

B- If the venue of arbitration is located outside the country or countries in which the business places of the parties are located.

C- If the dispute involves more than one international business place of any party, whether connected with the main or with the normal business, place or with the elected domicile.

D- All disputes involving any rights or movables being subject of any such assignment or transfer should be included in the classification of disputes in matter to international arbitration, adopted by any such party or any country being different from the assignee's place of business by such other assignment or transfer regulation.

E- The international arbitration aspect is proven either by the parties' business places or by the subject and the parties of the Arbitration Agreement when the same has been concluded.

F- If one or more parties have more than one business place, the one to be maintained is that of closest relevance to the Arbitration Agreement.

G- If any party has no business place, the domicile to be maintained should be his/her usual place of residence.

H- In all cases, and unless otherwise agreed by the parties, the assignee will subrogate the assignor in all rights and obligations, including the consequences of the elected domicile or known address obligation unless otherwise provided for by the applicable law.

I- If should either party become with absolutely unknown business place, then all notices or notifications will be served to him or to his latest business address or elected domicile.

J- In general, if the disputed incident for parties, corporate bodies or natural individuals has occurred between more than two business places or domiciles, or if should the dispute involve more than one country, and in all cases, the most important is the business places of the parties of the Arbitration Agreement, when concluded.

Article 19: The Center will not deal with disputes connected with internal affairs of States, including those involving peace and order or nationality or civil status matters, as well as those related to the dissolution of marriage but, it may, for the latest case, decide only such financial benefits arising from the divorce, or on matters of communal estate.

Article20: The parties of Arbitration proceedings should fulfill the pre-requisites of eligibility and rightfulness to exercise their rights personally or through a proxy.

Article21: The basic principles should be complied with, whether those relating to safe notifications or notices and warranting the right to defense, together with approaching the parties to exercise their respective rights with more flexibility and freedom and to the widest vision in accordance with the requirements of the dispute, whether as to form or to merits.

Article22: Any party, being aware of his breach of any conditions of the contractual or non contractual relationship, or of the articles of the present By-Laws on which the parties may rely, and continues the arbitration proceedings without providing his/her pleas immediately or within the term set for the first hearing for dealing with the dispute, should be considered as having disclaimed his right to defense.

Article23: The arbitration board should at its discretions any breach or infringement which is likely to affect the rules of peace and order and basic procedures, and must separate between the compulsory invalidating elements and percepts related to parties' personal rights.

Any party pleading for such breaches pertaining to his own personal rights should demonstrate his quality and rightfulness in the damages caused to him/her before dealing with the merits.

Part I

On Filing International Arbitration Claims

Article24: - If the raised dispute involves natural individuals not legally qualified as traders, and unless otherwise agreed by the parties, the following procedure should apply:

- The Claimant in arbitration should submit to the Secretary-General of Local & International Arbitration Center «**Al-Insaf**» his writ of summons, in which he/she should mention the facts and the pleaded evidence of dispute clearly, specifying as well the law texts to be applied to the dispute, respective full name, capacity, occupation, and business address of parties and the financial amount of dispute if it is confirmed by such vouchers or exhibits, and the detail claims. The writ of summons should be accompanied by two authentic copies of the Arbitration Agreement.

Article25: - If the dispute raised between various corporate bodies legally qualified as traders, and unless otherwise agreed between the parties, the following procedure should apply:

- There should adopted the rules contemplated by Article 24 above, along with clearly specifying the full name, registration number in Commerce Register, competent national judicial court of jurisdiction of origin or as elected and business places of the corporate bodies involved, as well as the financial amount of dispute if it is confirmed by such vouchers or exhibits, and the detail claims.

The writ of summons should be accompanied by two authentic copies of Arbitration Agreement.

Article26: If the raised dispute involves various national governmental and whatever should be the field or the sphere of dispute, regardless of their nature or legal form, whether commercial entities or involving such divisions of state service or alike, or connected with such local community organizations, and unless otherwise agreed between the parties, the following procedure should apply:

There should be adopted the rules contemplated by Article 24 here above, along with clearly specifying the full name, registration number in Commerce Register and in competent judicial court of jurisdiction of origin or as elected of the entity or the corporate body of the governmental regional entity if the same is legally qualified as a trader; as well as their business addresses and the financial amount of dispute if it is confirmed by vouchers or exhibits, as well as their detail claims. The writ of summons should be accompanied by two authentic copies of Arbitration Agreement.

Part II

Setting the Time for starting the Arbitration Proceedings

Article27: The Center's collector of fees will, based on arbitration's writ of summons prescribed by Articles 24,25 and 26 above, collect all arbitration and management fees in accordance with the relevant schedule against a receipt he signs together with the arbitration claimant personally or through a proxy. Said receipt will be issued to the arbitration claimant and a copy thereof will be added to case file.

Nevertheless, exceptionally in certain cases, upon request of either party and regardless of whether the financial amount of dispute is known or unknown, the Center's Secretary-General will decide partial payment of arbitration fees, as it is the case for disputes with unknown claimed amount.

The Collector of Fees will submit the original and the copy of arbitration writ of summons, together with the original of payment receipts of arbitration fees to the Center's Secretary-General or his substitute, so as to set a date and time for attendance to the arbitration hearing on overleaf of both the original and the copy of the writ of summons for carrying out the procedure required by Arbitration Agreement unless he decides to proceed to a conciliation attempt, whilst keeping within the case file a copy of writ of summons and two copies of the Arbitration Agreement, along with the payment receipt.

Part III

Notification Terms of Writ of Summons for Appearance before the Arbitration Board

Article28: Unless otherwise agreed by the parties in whole or in part, the claimant in any dispute of the type involving an international arbitration should summon his adversaries to appear in the hearing to be held in camera at Local &

International Arbitration Center «Al-Insaf», through a letter of summons notified by a bailiff practicing within the jurisdiction of the respondents' business places, together with the supporting documents duly signed by said bailiff, calling the respondents to provide their pleas whether directly or through a proxy within thirty days from the date of notification.

The term of summons should not be less than forty five days if notification should have taken place as above, and not less than thirty days if the notification procedures have been made by normal or electronic mail.

In all cases, the writ of summons should specify the documents to be notified to the adversaries in as much copies as their number.

Article29: Unless otherwise agreed by the parties, the domicile of natural individuals is the place agreed upon in the relationship document whether such relationship is contractual or otherwise, or the place of residence or of business or the elected domicile designated in the agreement or by the law for implementing the obligation or carrying out an arbitration proceedings, unless the parties have agreed on a postal address or electronic address for that purpose.

Article30: Unless otherwise agreed by the parties, the domicile of a corporate body, regardless of its commercial, industrial, investment or even administrative character or nature and, in general, having any such connection with the Arbitration Agreement, shall be the place agreed upon in the relationship document whether such a relationship is contractual or non contractual, or the place being the registered office of such a corporate body or its elected domicile designated by such an agreement or by law for the purpose of implementing such obligations or carrying out an arbitration proceedings, a postal address or an electronic address for such purpose. In both latter cases, the copies of claim's supporting documents should be notified by the same communication means.

There should also be considered as an elected domicile for the corporate body its registered office or the address of one of its branches or agencies or management or business agents, unless the parties have agreed on a specific postal address or an electronic address for that purpose. In both latter cases, the copies of claim's supporting documents should be notified by the same communication means.

Article31: Unless otherwise agreed by the parties and if should the respondent, whether a natural individual or a corporate body, have left the elected domicile and become with absolutely unknown domicile, and in the absence of any agreement on such postal or electronic means, and upon due investigation, the notices and notifications should be addressed on the latest place of business or of usual residence or postal address or electronic address, or by any other means, by which notification can be confirmed.

Part IV

Notification procedures

Article32: Unless otherwise agreed by the parties and unless they preferred to appear willingly before the arbitration board personally or through a proxy :

1- The letter of summons and the copies of exhibits should be notified to respondents through a bailiff who will deliver the letter of summons to the respondent or to his co-dweller or to whom in his service, providing that he should be a co-dweller of the respondent and well identified. In all cases, there should be specified the person who received the letter of summons and who must affix his signature on the original of letter of summons, or alternatively there should be specified the reasons of refusal of so doing.

2- If should the bailiff not have found the designated respondent, he should leave him a copy under the door of his domicile and send him within the following twenty four hours a registered letter against an acknowledgement of receipt, after leaving him another copy thereof at the police station in the place of his elected domicile.

3- If it results that the respondent has left his domicile and become with absolutely unknown domicile, and upon due investigation, the bailiff should leave him a copy of the letter of summons and send him a registered letter against an acknowledgement of receipt within the following twenty four hours, after having left him another copy at the police station in the place of his domicile.

4- In case of notification through a bailiff, the notification procedures should be governed by the laws applicable in the country in which such notification procedure is carried out and in accordance to the rules applicable to such notification writs.

5- If notification is made through ordinary mail, the letter of summons should be sent through the nearest post office to the claimant's domicile against a postal receipt and an acknowledgement of receipt in accordance with laws of the country in which such notification is made.

6- If notification is made through electronic mail, the notification writ should be sent together with copies of claim's exhibits via the website of the electronic mail means, against a receipt delivered to the sender for both letter of summons and copies of sent documents.

7- Claims and claim's exhibits may also be notified directly through administrative exchange of correspondence between national state's agencies and alike.

Article33: The arbitration proceedings should, for parties of an Arbitration Agreement start from the day following the date of notification of the arbitration claim, whether the dispute relates to main issue or arising from the rules of submission of reconsideration petition or from law requirements, or based on judicial decisions or awards, and in all cases involving resumption of such arbitration proceedings.

Part V

Enrolment Of Claim

Article34: The claimant in arbitration should submit directly to the Center's Secretariat-General within an at least ten-day term before the due hearing the original of letter of summons notified to respondent (s) unless such a notification is made by mail. In case of notification by electronic mail or by ordinary mail, there should be submitted the original of the voucher of postal notification or both of them together with a statement signed by the claimant or his proxy in one original and one copy, listing all the submitted documents, and duly signed for receipt by the Center's clerk.

Article35: The respondent (s) should, within at least a fifteen-day term from being notified of the writ of summons, submit to the Center's Secretariat-General whether directly or by any other means, any reservations and proposals he/ she/they may have in relation with the arbitration proceedings, provided that such pleas should be relevant as regards the subject dispute.

In all cases, such documents and exhibits should be submitted in the first hearing held in the matter, otherwise his right to defense will prescribe.

Article36: The Center's Secretary-General or his/her substitute will, within at least a ten-day term from receipt of the application for reservations and proposals of parties as to arbitration proceedings, give a grounded decision on such reservations and proposals as to arbitration proceedings. Such decision should be not liable to appeal by any way and will be notified by the Center's Secretariat-General to the opposing party within three days from the date of resolution, by the same communication means as such reservations and proposals have been submitted.

Part VI

Appointing the Arbitration Board

Article37: The Center's Secretariat-General will put at the parties' disposal the list of arbitrators from various parts of the world, as well as a list of experts and translators of various nationalities.

Unless the parties have agreed on a specific number of arbitrators, and based on payment voucher of arbitrator's fees, the Secretary General or his/her substitute will appoint an arbitration board suitable to the dispute. If the arbitration board is consisting of a team of arbitrators, their number should be three at least, and one of them will chair the board. In both cases, the parties should be informed on the appointed arbitrators.

Article38: No natural individual should be prohibited, by reason of his/her nationality or thought, from taking over an arbitration assignment whether as a sole arbitrator or within a team of arbitrators.

Article39: The arbitrator should a natural individual, major of age, competent and enjoying all civil rights and unbiased towards parties' rights.

Accordingly, the Local & International Arbitration Center « **Al-Insaf** » solely ensure all such guarantees for its permanent or auxiliary arbitrators towards the

arbitration parties, specifically as regards their qualifications, good faith and impartiality.

Article40: Each party should be entitled to request any information from the Center's Secretariat-General regarding the arbitrators, their qualifications, impartiality and good faith and, whenever possible, their previous experience in arbitration practice.

Article41: If the parties elect to appoint an arbitration board among the Center's permanent arbitrator, the Center's Secretary-General will propose them a list of permanent or auxiliary arbitrators, of both sexes, and from various parts of the world, and will hold with each party separately, a special meeting for electing the arbitration board to deal with the dispute, all in accordance with the list of arbitrators contemplated by Article 37 here above. In such a case, notification of such an appointment is not required.

Article42: Where should the appointment of the arbitration board be made in accordance with Article 41 above, approval of such appointed arbitrators will be made using a form to be prepared by the Center and including the basic particulars of arbitrators, and should be duly signed by the parties personally or through a proxy.

Article43: Where the Center's Secretary-General or his/her substitute and the parties of dispute fail to appoint an arbitration board or a sole arbitrator for the dispute, the Secretary-General will appoint the appropriate or the agreed arbitration board, consisting of one or more arbitrators to resolve on the dispute. In the latter case, their number should be odd and, in all cases, the parties should not be impaired from exercising their right of objection to arbitrators, especially as regards to qualifications and even when appointment has already been made. Where should a meeting be required between the Secretary-General and such his/her substitutes in order to appoint an arbitration board, the two members having taken part in such appointment should not be entitled to deal with, or contribute in dealing with the subject dispute, except to the extent relating to conciliation.

Article44: Where the Secretary-General has appointed a sole arbitrator and the parties would like to appoint a team of arbitrators but have not proposed a specific number for arbitrators, the Secretary-General will appoint two other members, one of whom will chair the arbitration board. As such, each party should pay his/her proportionate contribution of additional arbitrator's fees at the Center's Secretariat-General, according to the schedule attached hereto unless either party prefers to pay alone such fees.

Article45: The arbitrator's acceptance of task is confirmed by his/her signature on the appointment document, or by such an act denoting that he/she took over the task. Accordingly, he/she would be deemed as having agreed on the information certified under his own responsibility, namely those relating to qualification, independence and impartiality towards the parties' rights.

Article46: If the arbitration board declared the reasons for which it could not take over dealing with the dispute after de facto or de jure appointment is made, the Secretary-General or his/her proxy should appoint another arbitration board under the same requirements and rules agreed for carrying out the same task, and under the same conditions, unless the parties have agreed to appoint such specific arbitrators.

Part VIII

Duties of Arbitrations Board

Articles 47: The term « Arbitration Board » shall mean the sole arbitrator or a team of arbitrators.

Article48: Any person to whom it is proposed to deal solely or within a team of arbitrators, with an arbitration procedure, should declare all what it is to the best of his knowledge makes such suspicion which is likely to raise such doubts on his good faith and impartiality towards the parties' rights.

Article49: An arbitration board composed of one sole arbitrator or a team of arbitrators, or any member of such arbitration team should, prior to taking over dealing with any dispute proposed to them, and regardless of the content or character of the Arbitration Agreement, should give the following oath:

«I swear by the Name of God, The Great, to carry out my tasks in due and pure professional manners ; and to treat various parties on an equal and fair basis, regardless of their nationalities and thoughts ; and not to divert from the logics of independence and impartiality throughout the course of the dispute ; and to see for approaching the parties' viewpoints so as to achieve conciliation ; and to preserve the dignity and honor of the profession and the parties' secrecy even after I have finally left dealing with arbitration matters».

Article50: The sole arbitrator or the arbitration board should treat all the initial parties or interveners on an equal and fair basis, regardless of their nationalities and thoughts and should do their best efforts so as to approach the parties' viewpoints throughout the course of the dispute.

Article51: The arbitration board should willingly declare to the Center's Secretariat-General all what it is likely to affect de facto or de jure its impartiality, independence and good faith after taking over dealing with the dispute.

Article52: The arbitration board should sign any initial, procedural or additional acts made by it, and should with the best effort and full independence and impartiality, see for applying the relevant rules with full care and accuracy, achieving the due flexibility and facilitating the procedures, guaranteeing to remedy to any breach that may arise from such acts, all that under their full responsibility towards the parties or towards the Center.

Article53: The arbitration board should not limit the freedom of action and legal will of the parties of dispute and should not play down the value of rights and obligations contemplated in the Arbitration Agreement.

Article54: The arbitration board will not endeavor to collect the parties' documents or cause any party to carry out any such act which is likely to affect the parties' rights or freedom of exercising their legal and legitimate rights.

Article55: The arbitration boards should not outlook or divert from the set terms and unnecessarily refrain from carrying out any act required by the nature or safe course of the dispute throughout its phases.

Article56: The Center's Secretariat-General will replace any arbitrator directly as a sole arbitrator or within the team of arbitrators if he/she has been absent or left his/her tasks for thirty days or resigned at the time of hearing without justified reason. Such replacement will be made by appointing another arbitration board under the same conditions and for the same purpose, by virtue of decision not liable to appeal.

Article57: The arbitration board should be deemed as wound up whenever should it have fallen under the de facto and de jure prohibitions disqualifying it from dealing with the arbitration proceedings, or when an objection request has been filed against it.

Article58: The arbitration board shall remain under the obligation of carrying out any additional act, whether as regards righting, explanation supplementation or reconsideration of decisions and awards rendered by it in main issue in accordance with the provisions of the present By-Laws.

Article59: The arbitration board should not be entitled to contribute by giving its opinion to any tasks entrusted to any surveyor (s) or expert (s), neither should it be entitled to infer in their technical opinions or findings, except as regards the decisions or awards rendered by it, ordering carrying out such acts which may be useful to resolve the dispute.

Article60: The arbitration board should not refrain from enabling the parties to view or to take records from any evidences and statements in its possession within the terms and under the conditions agreed.

Part VIII

Rights of Arbitration Board

Article61: All the parties or their proxies should exercise their rights before the arbitration board with full respect and to highest moral conduct.

Article62: No party should be entitled to breach the morals before arbitration boards or to behave in such a co tempting way that may affect their respectfulness, or to attempt any other immoral act whether against the arbitration boards or the opposing parties, surveyor (s) expert (s) translators or interpreters, which is likely to affect the safe course of the proceedings, or to raise such hate or misunderstanding.

Article63: The arbitration board composed of a sole arbitrator should ensure the security of the hearing and its chairman if composed of a team of arbitrators. If should the arbitration board consider that such facts are likely to affect the good course of the arbitration proceedings, it may suspend the proceedings for a

period of time until the situation restores back and becomes suitable to resume the proceedings.

The arbitration board should consult the Center's Secretariat-General whenever required.

Article64: If any party commits such a misconduct which is likely to harm the arbitration board or the opposing parties, the arbitration board should suspend the proceedings so as to inform the Center's Secretariat General to take the necessary legal procedures and organizational arrangements.

Chapter Three

On the Course of Conciliation

Proceedings by a sole arbitrator

Article65: The arbitration board composed of a sole arbitrator should be bound by the agreed resolution rules without excluding the possibility of proposing resort to conciliation on each occasion or stage of the proceedings.

The arbitration proceedings will be carried on and its terms will be set in compliance with the terms specified to resolve on the dispute.

The period involving the conciliation procedure should not be included within the period prescribed to resolve on the dispute.

Article66: Where should the parties have already agreed on an initial conciliation attempt, the Center's Secretary-General will appoint a conciliation board more versed and knowledgeable in the dispute so as to carry out the conciliatory mediation. Such a board may, upon agreement of all parties, seek assistance through such experts or surveyors, whether natural individuals or corporate bodies, provided that any corporate body has assigned a natural individual to assist the conciliatory mediator in the dispute.

Article67: The conciliatory attempts should remain in course between the parties whether through the arbitration board or through consultation with this latter even during the survey procedure.

Such conciliatory attempts may be started at any time and stopped in any circumstances.

Article68: The arbitration board will give all its provisional and preliminary decisions during the conciliatory procedures upon request of any party, except the matters which do not expressly fall under its jurisdiction.

Article69: The parties of Arbitration Agreement should jointly pay the fees of surveyor or team of surveyors who assisted the arbitration board during the conciliatory procedures, based on what previously agreed or on a decision made by the Center's Secretary-General or his/her substitute, setting their fees. Such decision should in no case be liable to appeal unless the parties agreed to fully settle the fees in advance.

Article70: Where should all the parties have agreed on conciliation during the arbitration proceedings, the arbitration board will close the proceedings whenever it has no objection to conclude a compromise and declare closure of

the proceedings and reference of the case to an awarding arbitration board, unless the parties authorize the arbitration board to uphold such a compromise pursuant the Arbitration Agreement.

All provisional and preliminary awards should be withdrawn if the dispute has been fully settled on a conciliatory basis.

All issues raised before the arbitration board as to form, will be dealt with according to the outputs of consultation on settlement of disputes, but should not cancel the rights of any party of the Arbitration Agreement and should rather achieve the purposes contemplated in said Agreement.

Article71: Where should any party fail to pay for works or acts made by experts or surveyors, or to pay his/her portion therein, the dispute's proceedings should be suspended and their terms frozen for six months as a maximum.

Article72: If it is of any party's interest to subrogate the party required to pay the fees of surveyors or experts involved in the conciliatory procedures, he/she should submit to the Center's Secretary- General a request in that respect, which will, within a ten-day term, be subject to a decision not liable to appeal.

Article73: In case of non-payment by the parties, or by an individual party of the fees of surveyor (s) or expert (s) pursuant to the Arbitration Agreement within six months from the date of submissions of the dispute to arbitration, no party should be entitled to request dealing with the dispute on the merits.

Part I

Course of Arbitration Proceedings by a Sole Arbitrator

Article74: Where should the parties have agreed on a SOLE arbitrator to settle the dispute, the Center's Secretary General should appoint the SOLE arbitrator appropriate to deal with it according to the agreed rule.

Article75: Notwithstanding the nature of the Arbitration Agreement, the claimant in arbitration should clearly specify in his writ of summons all facts relating to the dispute and any disputed points, as well as his detail claims, indicating the evidences and exhibits provided with the writ of summons or that he/she intends to provide.

Article76: The respondent in arbitration should submit to the arbitration board assigned to the dispute his/her his written reply on the raised claim, together with any exhibits and evidences justifying his demands, after notification of the same to the opposing parties by any of the agreed communication means, pursuant to the notification rules or the regularly applicable rules or the regulatory rules being applicable during the arbitration proceedings within one month from receipt of writ of summons.

Article77: If any of the parties has appointed a counsellor for his/her defense, the notification procedures of any awards and statements pertaining to the disputes or to its evidences should take place on the domicile of that counselor.

1. The counselor's mandate should end upon resolution of the main issue, or by expiry of his/her mandate or by the de jure or de facto impediments as required by the law.

Article78: Unless the parties have agreed on specific procedures to exchange their written statements and evidences and have not appointed a counselor or an attorney for the purposes of the dispute, the Center's Secretariat-General will send such statements and evidences to their opposing parties by ordinary, electronic mail or by any communication means available to the agreed address.

Article79: Where should the parties have agreed to settle the dispute pursuant to fairness and equity rules, the Center's Secretary- General will appoint an arbitration board which should be the mostly versed and knowledgeable in customs and practices of dealing with the dispute, and able to settle it according to the agreed rules, without excluding the possibility of seeking assistance of such surveyor(s) or expert (s) whether by agreement of the parties or by their own initiative and, in such a case, the surveyor's fees should be proportioned between the parties in advance.

1. Where should the parties have, during the proceedings before the awarding arbitration board, agreed to settle the dispute by compromise, and unless such awarding arbitration board has been authorized to adopt the fairness and equity rules, the award to be rendered in accordance with such rules, should not be deemed as arising from the legal rules and the parties' requirements.

Article80:

1. Unless otherwise agreed by the parties, the arbitration board may specify the language (s) to be used in the arbitration proceedings.

2. The language (s) specified by the arbitration board or agreed by the parties should apply to any written statements provided by any party, and to any oral pleadings as well as to any survey report or evidences of witnesses and to any administrative writs or related to siftings, and to any judgment or decision or notice issued by the arbitration board.

3. The arbitration board may require the parties or their proxies or counselors to provide the original translation of documents, exhibits and evidences into the language (s) adopted for the dispute or into any other language (s) it may deem appropriate.

Article81:

1. The arbitration board composed of a sole arbitrator will open its in-camera-hearing and call on the parties of dispute or their proxies, and then proceed to record the attending parties in a minutes of hearing upon prior check of their capacities and of whether they fulfill the substantial, legal and regulatory requirements.

2. The arbitration board may attempt conciliation between the parties and approaching their viewpoints throughout the various phases of the dispute, whether the dispute is referred for settlement through legal rules or through fairness and equity rules.

3. If the arbitrator board fails to settle the dispute by the fairness and equity rules pursuant to current customs and practices between the parties of dispute, as per the Arbitration Agreement, and if the parties have not agreed on a specific rule of settlement, the arbitration board should favor adopting the currently customary rule which it deems appropriate for settling the dispute and which is the closest to the fairness and equity rules.

Conciliation requests and of dispute settlement procedures should never be formulated or considered as litigious actions as far as the parties accomplished such procedures in good faith in an effort intended to settle the subject dispute.

A. Nothing could prevent the awarding arbitration board, whether composed of a sole arbitrator or a team of arbitrators from proposing a compromise in the course of dispute. Such proposal of compromise should not be deemed as interference in nature or content of the Arbitration Agreement or a departure from its competencies; and no opposition should arise from such an involvement by the arbitration board.

B. Where should the parties have agreed during the proceedings before the awarding arbitration board to settle the dispute by compromise and unless the arbitration board has been authorized to adopt the fairness and equity rules, the judgment or award to rendered pursuant to such rule should not be deemed as arising from the legal rules or parties' requirements.

If the parties have agreed on conciliation during the proceedings before the awarding sole arbitrator and this latter has no objection and no necessity is there to hold a pleading, then the proceedings should be closed by approving the compromise as agreed by the parties.

All provisional and preliminary decisions or awards should be withdrawn immediately as the dispute has been finally settled through compromise.

Article 82: The claim will be called on only on the due date and time set for the hearing within the Center's premises.

Article 83: Each of the parties of dispute should follow up the course of the dispute and get informed on the terms or time –limits set by the arbitration board.

Article 84: Where should the arbitration board have noticed a failure of attendance regardless of whether the letter of summons has or not been duly received by the respondent, it may order to send again the letter of summons and copies of exhibits.

Article 85: Unless otherwise agreed by the parties and notwithstanding the parties' specific circumstances, the arbitration board may elect the law which is the mostly relevant to the subject of dispute, or the venue in which a major part of the obligations will have to be enforced. The arbitration board may also elect the laws of two countries in matter of dispute to apply them in whole or in part to the subject dispute, depending on the nature and scope of the subject dispute.

Article 86: Unless otherwise agreed by the parties and if the dispute pertains to one of the following matters, the term for resolving on the dispute is set to sixty days as a maximum:

Firstly: If the dispute relates to interim reparations or to relief of tort.

Secondly: If the dispute relates to payments for hiring human labour or workmanship.

Thirdly: If the dispute is between passengers and owners of hotels or of transportation means.

Fourthly: If the dispute relates a lease transaction or appointment of a trustee on common or joint rights.

Fifthly: If the claim relates to refund of an advance payment on account of damages arising from a tort or alike whose liability to has been absolutely confirmed, but the resolution term in this latter case should be extended to ninety days.

Sixthly: If the dispute is based on an official or a hand-written document whose signature is not being contested, or a recognition, a promise, a cheque, a recognized bill of exchange, or on a previous matter of rescicata.

Seventhly: If the dispute relates to payment of fees of such receivers and managers or trustees or liquidators in bankruptcy.

Eighthly: If the disputes relates to payment of arbitrator's fees in matters of private international arbitration, or to objection to such arbitrators, or to their replacement or dismissal.

Article 87: The sole arbitrator should resolve on the dispute applying the agreed rules and the parties' requirements, with or without the assistance of a clerk.

Article 88: If the respondent fails without justified reasons to provide his pleas statements and when the arbitration board has ascertained due notification of the letter of summons to the respondent, it may carry on dealing with the dispute or close the proceedings, as if the respondent has appeared, and consider such failure to appear as recognition of the relevance of the claim as to procedural requirements.

Article 89: where should the arbitration board have noticed that the exhibits included in case file were not original or not certified true and genuine, it should require the partier to provide the originals whenever it deemed suitable.

1. The arbitration board may require the parties to provide any evidences and exhibits, directly or indirectly related to the dispute.

2. The Arbitration board will exercise its assessment authority as to the admission of evidences and their relevance to the subject dispute as well as to their significance, efficiency and their potential effect on ruling.

Article 90: The arbitration board may set to the parties such specific terms to exchange their statements and exhibits as well as the evidences they are sustain between each others.

Article91: The arbitration board may willingly and upon parties' request, defer the proceedings to such specific terms, within which it may set to the parties the time-limits to exchange their written statements and evidences so as to avail them the opportunity of right to defense.

In both cases referred to above, all statements, proofs and evidences should be added to the case file through the Center's Secretariat-General ten days prior to the due date of hearing.

Article92: The arbitration board will decide on any opposition or reservation against the existence or the genuineness of the Arbitration Agreement, provided that it should decide on the Arbitration Agreement separately from the contract, and regardless of the nullity or the validity of such contract.

Article93: The arbitration board may set a term for any shifting to the place of the disputed matter, provided that the period between such decision is made and the date of carrying out such actions should be sufficient and suitable to the parties' circumstances and should not be less than fifteen days.

In such a case, the arbitration board should set that term stating the date, time and the place, and authorize any of the parties to make available the necessary means and facilities required for travel and accommodation.

Article94:

1- If, on the occasion of shifting to the place as decided, the arbitration board deems it necessary to seek the assistance of such surveyor (s) or expert (s), it should order any of the parties or all of them, as the case may be, to pay the surveyor's fees in advance.

2- Unless otherwise agreed by the parties and whenever the dispute should require such shifting outside the territory of the Republic of Tunisia, the arbitration board may decide that shifting in accordance with the foregoing paragraph and the provisions of Article 93 above, , and all that unless the arbitration board has decided authorizing another arbitration board based in the country in which the survey is to be performed, or in a nearest location to the place of the due survey.

Article95: All actions arising from provisional or preliminary award or decisions rendered by the judicial courts or arbitration boards, should be considered as initial presumptions. Accordingly, no right as to main issue should arise from such awards or decisions or their effects

Article96: If any of the parties refrained from providing the evidences that the arbitration board considers as likely to affect the ruling, it should seek assistance of the competent jurisdiction in order to achieve its purposes, unless any of the parties has lodged for the same purpose an action to require the opposing parties, through a judicial proceeding, to provide such evidences, whether by his own initiative or through the Center's Secretariat-General to achieve such purposes.

Article97: Unless otherwise agreed by the parties, the parties of the Arbitration Agreement draft up or complement their detail claims during the preparatory

arbitration proceedings, unless the arbitration board considers that nothing should force it to so allow, due to the delay in submission of such detail claims or to their inefficiency.

The arbitration board may accept the parties' pleas even after the expiry of the agreed term, as far as such pleas are likely to affect the ruling.

Article98: Unless otherwise agreed by the parties and notwithstanding the Arbitration Agreement, the respondent may, during the exchange of statements, file an application for raising an incidental claim on the merits, whether to dismiss the main issue or to claim compensation, provided that the motives of such claim should not have been included in the case file of the main issue.

Article99: Unless otherwise agreed by the parties, the incidental claim should be admitted only if it is pleading for dismissal of the main issue or for compensation or for damages arising from the dispute.

Part II

Administrative or On-site Investigations And Implementation of Surveys

Article100: The sole arbitrator may as he/she deems it relevant to hear the parties personally or through their proxies or identify such things, inspect any other matters- set a date for that purpose and such date should be known directly or indirectly by the parties. Failure of parties to attend such actions in both cases after a notice has been served to them by the Center's Secretariat-General, this latter should advise the parties on that date through any available communication means and within a reasonable time, and in all cases within at least fifteen days prior to the due date.

Article101: If the arbitration board is composed of a team of arbitrators, its chairman should appoint a member of the arbitration board either to proceed alone, or together with such surveyors or experts who have previously performed such administrative or field surveys, to carry out actions upon prior notification of the parties as per Article 100. Where should the arbitration board deem it necessary to seek assistance through such surveyor (s) or expert (s) for the purposes of on-site shifting, it may appoint the surveyor (s) or expert (s) it deems suitable.

The arbitration board should draft up a report on all actions it carried out alone or together with such surveyor (s) or expert (s) and with the parties, as the case may be.

The arbitration board should draft up and duly sign a report briefly specifying the facts and the actions it performed or achieved, and giving opinion on such actions.

Where should the arbitration board have failed, during its investigations or on-site shifting, to achieve a compromise and has no objection to admit the conciliation request, it may conclude the compromise as agreed by the parties, and sign it together with the parties to refer it to the team of arbitrators.

Article102: If should the surveyor (s) or expert (s) has/have to be heard whether on the arbitration board's initiative or upon request of any of the parties, the arbitration board should summon the surveyor (s) or expert (s) through the Center's Secretariat-General to appear before it to discuss the actions they carried out, whether in presence on in absence of the parties. In case the parties are present, they may ask any such questions or inquiries through the arbitration board in charge of investigation or to hearing.

Article103: The arbitration board will carry out the administrative or on-site investigation as well as hearing of the parties if they attended at the site of shifting or inspection personally or through their proxies, and will receive the exhibits and evidences in their possession, including the request of giving oath.

Article104: The member of the arbitration board in charge of investigation in the proceedings will, during the course of his/her actions, take any such provisional or preliminary decisions he/she may deems necessary, whether by his/her own initiative or upon request of any of the parties, and whenever there is a risk which is likely to affect the parties rights, unless it deems necessary to consult further members of the arbitration board.

On-site siftings should not imply any change to the main venue of arbitration.

Article105: Where should shifting and surveys have to take place outside the place of arbitration and unless otherwise agreed by the parties, the arbitration board may authorize another arbitration board in the country where the shifting is to be performed so as to carry out the same actions, and by the same procedures specified in the foregoing articles, subject to fulfilling the requirements of qualifications, competence and impartiality as to parties' rights.

Article106: The sole arbitrator or the member assigned by the arbitration board to such investigations and shifting should carry out only the acts specified in the assignment but may, nevertheless, admit any plea of any foreign party whenever his/her rightfulness is being confirmed.

Part III

Provisional and Preliminary Awards

Article107: It should not be deemed as conflicting with the Arbitration Agreement if the arbitration board has taken such provisional or preliminary measures when dealing with the dispute.

Article108: Provisional awards shall include all protective and conservative measures intended to preserve the parties' rights against any damage or threatening damages or to stop further damage, except the matters which are expressly out of the arbitration board's competence.

Article109: Preliminary awards shall include any investigative procedure related to the dispute intended to collect any de facto and de jure evidence. And, as such, such procedures should not be considered as attempts to constitute the parties' evidence.

Article110: Provisional or preliminary awards contemplated above should not give rise to any right as to main issue, nor should they constitute recognition of admissibility of the claim as to merits.

Article111: The party seeking to obtain a provisional award should submit to the arbitration board, based on the enrolled dispute, a separate request independent from the written statements.

Such request should be submitted in as much copies as the number of the opposing parties, together with three other copies, clearly specifying the claim for taking the sought provisional measure to protect his / her personal or joint rights.

Article112: Any party seeking to obtain a preliminary award should request the same within his written statements submitted to the arbitration board during the arbitration proceedings.

Article113: The arbitration board will, within three days from the receipt of the request of preliminary award, rule on the matter without attendance or pleading by the parties.

Article114: Unless otherwise agreed by the parties, provisional, preliminary, procedural or regulatory awards should be liable to appeal only together with the main issue.

Article115: Provisional and preliminary awards made by the arbitration board should not fall under the requirement of legal or factual motivation.

Article116: Ruling on requests for preliminary measures should not be subjected to a time-limit or term but may be dealt with during the arbitration proceedings without specifying any time-limit or term.

Article117: All provisional or preliminary awards should be automatically righted by the arbitration board or upon request of any party whenever should it contain a material mistake in computation, name or address of any party, or naming of such industrial or commercial items related to the dispute.

Article118: The decisions on righting provisional or preliminary awards should not fall under the notification requirement, and will be liable to challenge by whatsoever means of appeal only together with the main issue, and will not be subjected to any payment of fees.

The righting awards should make an integral part of provisional or preliminary awards.

The term for righting the provisional or preliminary awards should remain open to the arbitration board and to the parties both during the course of the arbitration proceedings or after abatement or stay, provided that such righting should be made before the extinguishment, final award on, or enforcement of main issue.

Article120: Where should the parties have obtained a provisional or preliminary award or decision from any judicial court (s), they should be entitled reiterate

the same claim before the arbitration board between the same parties and for the same grounds.

Article121: No party should raise a separate dispute challenging a provisional or preliminary award, but he/she may justify such request within his / her written statements during the course of proceedings on the main claim.

Article122: The parties should notify each other upon all provisional or preliminary awards within ten days from reception of such awards. Where should the parties have appointed respective counselors, notification should be made to these latter unless they have been notified through the bailiff in charge of enforcing the same, or by the surveyor (s) or experts assigned to such specific acts.

Article123: Any party having obtained a provisional award should notify the opposing parties within ten days as from the date of receipt or issue of such awards, otherwise such provisional awards shall become null and void.

Article124: If should the provisional award have expired, the parties should be entitled to reiterate the request as far as the purpose for obtaining a provisional award is still pending.

Article125: Requests involving provisional awards could not be submitted during the debate, awarding or pleading. But, in the latter case, a request for a preliminary award may be submitted within the agreed term, if any.

Article126: The righting of provisional or preliminary awards will not fall under the payment requirement of arbitration or management fees.

Part IV Translation

Article127: Where should there be a need to a translator ensure oral translation between the parties during the hearing before arbitration board, this latter should appoint a competent translator in the language of arbitration. Accordingly, neither party will be entitled to select or appoint a translator for such acts unless all parties have agreed to appoint a specific translator.

Article128: No person should be prohibited, by reason of his nationality or thought, from taking over an oral or written translation assignment between the parties before the arbitration board.

Article129: Any translation corporate body may be appointed to the translation assignment, provided that it designates a natural individual to carry out the task, under his / her personal responsibility, and under the warranty of that translation corporate body.

Article130: It is strictly prohibited to reveal to the translator the subject of the dispute or the parties' nationalities whether previously or subsequently.

Article131: The arbitration board will record all pleas and oral discussions made in presence of the translator, within a minute of hearing, to be signed by the arbitration board with or without the translator.

Article132: The translator should bear full responsibility for any distortion to any expressions included in verbal pleas of the parties.

Article133: The translator should not be under the obligation of explaining the intentions or aims of parties' verbal expressions, but his / her sole should be limited to translate the expression or term as pronounced.

Article134: The arbitration board may require the translator to draft up a written translation for any plea produced by any party, or for any acts made by the arbitration board in presence of the parties, whether during its hearings or during any other procedure whether an administrative procedure or during the shifting carried by it.

Article135: Unless otherwise agreed by the parties, the claimant will initially bear the translation fees and any travel and accommodation costs to be incurred on the occasion of the dispute.

Part V

Survey(s)

Article136: Survey (s) shall mean carrying out an investigative and technical measure in various fields and sectors, and on a pure manner, to be made by any natural individual in possession of experience and knowledge in the field related to the subjected dispute. Accordingly, no person should be prohibited from carrying out such assignment even when it is to be performed by a corporate body. In this latter case, the corporate body should appoint a natural individual to carry out such procedures in the field related to the subject dispute, and under his / her full responsibility, and under the material and moral warranty of that corporate body.

Article137: No natural individual or corporate body should, by reason of his/her/its nationality or thoughts, be prohibited from carrying out such survey assignments intended to gather legal evidences on the matter of dispute.

Article138: The surveyor (s) should be in possession of high qualifications and competences and with duly recognized experience and skill in their fields.

Article139: Unless otherwise agreed by the parties, no citizen or fellow citizen of any of the parties of the dispute can make part of the team of advisory surveyors except in certain specified cases when it results impossible to appoint such distinctively specialists in certain scientific fields.

Article140: Unless otherwise agreed by the parties, the state' servants of the countries of parties can make part of the team of surveyors.

Article141: Any survey should be considered as such when it makes subject of a previous agreement between the parties in their contractual or non contractual relationships, and, accordingly, it should be considered as an initial presumption.

Article142: A survey may be by agreement of the parties on appointing a specific supervisor to follow up the actions or procedures to be performed under such agreement.

In such a case, the actions of such supervisor should be considered as grounds of the claim, as well as initial evidences.

Article143: The surveyor should not carry out any actions departing from his / her specialization field or qualification, or not being specified in the assignment, and should not make any legal or forensic description to the dispute. He/she should rather attempt conciliation together with the parties in the dispute, whether in the whole matter or in such technical issues in connection with his/her assignment entrusted to him/her.

Article144: Where should the course of dispute require appointment of such surveyor (s) or expert (s) and unless otherwise agreed by the parties, the arbitration board should appoint a surveyor or a team of surveyors for carrying out specific assignments or tasks.

Any member of the arbitration board may overtly propose to the parties such surveyors and to draw lots in order to assign one of them to carry out such actions or tasks.

Also, the parties may propose such surveyors for drawing lots in presence of the arbitration board in order to assign one of them to the task. In both cases, the agreement on such procedure should be signed by the parties in presence of the arbitration board.

Article145: Objection to a surveyor should be as for objection to the arbitration board, unless the surveyor has acknowledged objection to himself/ herself before or on acceptance of the assignment and unless he had already acknowledged the reasons for opposition after appointment.

Article146: The arbitration board will render a preliminary award by its own initiative or upon request of any party for appointing a surveyor or a team of surveyors to carry out such technical assignment related to the matter of dispute. Such surveyor (s) should perform only the tasks expressly specified in the preliminary award.

Article147: The preliminary award for appointment of a surveyor or a team of surveyor should indicate:

1. Full name (s) and complete individual address (es) of surveyor (s).
2. Clearly the subject of survey and actions to be taken.
3. Full names and nationalities of the parties and their elected domiciles for the purposes of the dispute, or their legal entities if specified.
4. The surveyor's fees in whole or in part, with indication of the party required to pay such fees unless they are to be jointly paid by the parties of the dispute.
5. The term set for completion of survey.

Article148: The surveyor (s) may view the case file and any documents that may help him/her/them perform the assignment, but he/she/they should always keep the professional secrecy.

Article149: The surveyor (s) should proceed to summoning the parties either to attend in office or to the location of dispute within fifteen days as from the

acceptance of the assignment, and after collection of the fees to be advanced, and setting the date, time and place of the survey.

Article150: The surveyor (s) should receive the parties' statements after ascertaining their personal or authorized capacities.

Reception of the parties' statements should be made in a minutes of meeting including the signatures of the attending parties and the causes of absence, if any.

The surveyor (s) should, while performing the assignment, receive any evidences and exhibits provided by the parties unless they elect to provide the same together with their written statements. In this latter case, the surveyor (s) should sign the copy of such documents in acknowledgement of receipt.

Article151: Any foreign party to the dispute may submit to the surveyor (s) any pleas in relation with his / her personal, legal or legitimate rights.

Article152: The surveyor (s) should not authorize any other persons or entities to carry out, in whole or in part the entrusted assignment, or to sign on behalf of them the report they prepare. But they should rather seek any useful assistance to the interest of the dispute. Whether from such specialized laboratories or chambers of commerce or any other entities. Nevertheless, such information should be kept confidential and the parties may publicize or disclose such information only upon prior consent of the entity having issued such information.

Article153: Unless otherwise agreed by the parties, the surveyor (s) may request from the arbitration board's member in charge of enquiry to one time the term prescribed for the assignment extend specifying the reason for such extension.

Article154: Should the surveyor (s) have not completed the survey assignment in the due term without justifying the causes, and have not requested an extension, the arbitration board's member in charge of enquiry should decide withdrawing the survey assignment by his own initiative or upon request of either party, and replacing the surveyor (s) by such other surveyor (s) to carry out the same assignment specified in the preliminary award.

In such a case, and upon request of having already paid the surveyor's fees in whole or in part, the said member should submit a request to the arbitration board or the Center's Secretariat-General to render an award ordering restitution of the amounts paid to the surveyor (s).

Nevertheless the parties should be always entitled to claim any damage. The award rendered in this respect should not be liable to appeal.

Article155: If should any party have refrained from providing evidences to the surveyor (s) or should the surveyor (s) have encountered such resistance or denial preventing them from performing the assignment, they should request direct assistance of judicial courts to achieve the objectives of their tasks, whether individually or together with the parties, or through support by the Center's Secretariat-General.

Article156: The surveyor (s) should not withhold any papers or documents received from the parties during the performance of their tasks, but they may rather withhold only their acts and reports as far as they have not received the balance of their respective fees.

Article157: In case of multiple surveyors who failed to reach a finding or an opinion, anyone of them can draft up a report including the actions taken jointly with his/her colleagues, mentioning therein the result or the finding he/she may deem appropriate as from his / her technical viewpoint.

Article158: The list of surveyor's fees will be subjected to amendment on overleaf of survey report (s) by a decision issued by the arbitration board in charge of the dispute or by the Center's Secretariat-General. The decision to be made in this respect is liable to opposition through usual means of appeal before Tunis Court of Appeal.

Article159: Any surveyor whose balance of fees has already been paid, should submit the original report of his / her assignment to the Center's office within ten days from the date of payment, after having issued to each party of the dispute an original copy of said report.

Article160: Where should the payment of surveyor's fees involve a team of surveyors, each surveyor should provide to the others a receipt for the amounts received from the parties of dispute whether on account of fees or as a final settlement of proportionate fees, unless the surveyors have elected to be represented by one of them for collecting the fees and signing the receipt on their behalf.

Article161: Each surveyor should strictly and immediately inform the arbitration board and the parties of any change of his/her elected domicile during the course of his/her assignment, otherwise he/she will be replaced by another surveyor, apart from the damage he/she may cause to the parties.

Article162: The surveyor should willingly and before taking over his / her assignment mention the grounds of objection to parties being to his knowledge or which may occur meanwhile.

Article163: In case of replacement of surveyor (s) for whatever reason, he/she/they should not be entitled to claim from the parties the payment of the balance of fees, costs or expenses he/she/they may have incurred while performing the assignment before such replacement took place.

Article164: Unless otherwise agreed by the parties, the surveyor should not carry out such actions he / she had already given opinion on, or taken part in, nor should he/she be a fellow citizen of any of the parties of the dispute, or be a in misunderstanding with any of them.

Article165: Where should the party required to pay the fees due to a surveyor or surveyors have refused effecting such payment after being duly invited for so doing, and as far as his/her opposing party have interest to subrogate him/her,

the Center's Secretariat-General will, upon request of the parties, render an adhoc decision in that respect and the same should not be liable to appeal.

Article166: Where should the party required to pay have refused payment of the balance of surveyor's fees and no one of the opposing parties wishes to subrogate him according to Article 165 above, and upon elapsing of six months from date of completion of survey assignment, the arbitration board's member in charge of enquiry should draft up a report on the matter and submit it to the Center's Secretary-General to appoint an appropriate arbitration board in such a way that no confrontation between the parties is required, and no right to defense is to prescribe, so as to award by extinction of the dispute.

Where should the arbitration board formation have failed to gather all of members in a meeting for whatever reason, the chairman of the board should award alone by extinction of the dispute and, in such a case, he/she may only affix his / her signature on such award.

Article167: The parties may object to the surveyor as well as to the arbitration board through an objection deed to be submitted to the chairman of the arbitration board together with any supporting documents justifying the grounds of objection.

Article168: Unless otherwise agreed by the parties, the objection to surveyors should be grounded by force of natural kinship, kinship-in-law, qualification or nationality, in accordance with legal requirements applicable to the dispute.

The surveyor should not take over the assignment and should resign forthwith if should he/she be in clearly known misunderstanding with any of the parties.

Article169: Where should the surveyor have noticed, upon taking over or while performing the assignment, that there were reasons which are likely to affect his/her impartiality and independence, he/she should immediately declare to have resigned from the assignment, otherwise he/she should be liable to the damages caused to the parties.

Article170: No objection should be made to the surveyor unless there are reasonable grounds which are likely to raise justified doubts as to his/her impartiality and independence, or if he/she lacks the qualifications agreed by the parties.

Article171: No party of the dispute should be entitled to object to a surveyor appointed by any party separately or jointly with such other parties unless for such reasons noticed after such appointments.

Article172: The right of objection to surveyor (s) should prescribe after fifteen days from the date the appointment has become known or notified.

Article173: No objection to surveyor (s) should be made after completion of the survey assignment. Nevertheless, the parties may contest the findings of surveyor (s) as to form or in the merits, and may also claim hearing the surveyor (s) before the arbitration board in charge of the dispute, so as to receive their

enquires and explain the ambiguities in their findings, whether in their presence or in their absence.

Article174: The surveyor (s) opinion should in no case bind the arbitration board as far as it is based on assumptions, unless the surveyor has been able to rule out before the arbitration board any uncertainties or ambiguities, and unless his/her findings are proven useful to resolve the dispute after he/she is heard or required to submit an explanatory report.

Article175: No surveyor should be allowed to complement his assignment with an additional, explanatory or righting report or carry out any such action in connection with the survey assignment, unless he/she is authorized in advance by the arbitration board.

Part VI

Witness Testimonies

Article176: Unless otherwise agreed by the parties, the arbitration board may authorize on its own initiative or upon request of either party hearing or questioning such witnesses about the subject of dispute.

Article177: When should the arbitration board hear the witnesses, it should, on the arbitration hearing notify to the parties the due date, time and location for hearing the witnesses. Failure of either party or his / her proxy to attend, and upon notification by the arbitration board to the Center's Secretariat-General, this latter should notify to the parties the specified date by any notification means available or applicable on the specified date.

Article178: Any preliminary awards aiming at achieving such investigative purposes can be liable to appeal only together with the main issue.

Article179: Where should the arbitration board have decided to hear the witnesses whether upon request of either party or on its own initiative, the most diligent party should summon such witnesses through the authorized notification means within a sufficient term, as decided by the arbitration board.

Article180: Unless otherwise agreed by the parties, the witnesses should be presented to the parties before they give their testimonies, so as to allow the parties to make any reservations as regards the faithfulness of such testimonies, or mention their exceptions as to the witness before hearing his / her testimony.

Article181: The right to except to witnesses should prescribe within ten days of knowledge of, or notification upon the witness. Exception to witness testimony will not be authorized if no reservations have been made against during the preliminary presentation of witnesses.

Article182: The witness testimony should be heard before the sole arbitrator or the arbitration board's member in charge of enquiry, on an individual basis and without the need to any acts, writs or any attending person except translators, as the case may be.

Article183: The witness should declare all what to the best of his may prevent him / her from giving testimony, otherwise he should be liable for any damages towards the parties.

Article184: The party intending exception to a witness should submit to the arbitration board in charge of hearing the plea justifying such exception, either in written or verbal if attending, and in all cases before hearing the witness.

Article185: Unless otherwise agreed by the parties in whole or in part, witnesses should not be entitled to give testimony for the following reasons:

1. If the witness is an employee or dependant of either party.
2. If the witness is in clear dispute or misunderstanding with any of the parties.
3. If the witness has any such interest in giving his testimony.
4. If the witness is a party or intervener in the main dispute or having such interest in challenging to the award to be rendered in the dispute.
5. If the witness has received such gifts or donations or is creditor or debtor to a party of the dispute at the time of testimony.
6. If the witness is less than thirteen years old, provided he/she does not suffer any mental disturbance.
7. If the witness is a proxy of either party.
8. If the witness is not enjoying his/her civil rights or has been sentenced for an immoral offence.
9. Lawyers, attorneys at law, physicians and others whose capacities as secret keepers for third parties should not, under such capacity and when such facts or information would have come to their knowledge, give testimony thereon even when such capacity would have ceased and unless they have been authorized by the person (s) or entity having released them such information, and unless otherwise and expressly provided by the law.

Article187: Unless otherwise agreed by the parties, the exception to witness testimony should be governed by the law requirements applicable to the dispute or by the agreed rules.

Article188: Unless otherwise agreed by the parties, the arbitration board may, for guidance, hear the category of witnesses specified in paragraph 1, 4, 7 and 9.

Article189: Unless otherwise agreed by the parties, testimony of state servants may be heard while carrying their duties or after cessation of duties, provided a prior administrative permit is obtained as expressly provided by the laws of the country of origin.

Article190: Where should the need arise to hear a witness whose attendance before the arbitration board could be difficult, the arbitration board may shift to such witness, unless shifting should take place according to the cooperation agreements concluded with the Center in matter of international arbitration.

Article191: The arbitration board should record the witness's identity whether he/she attended alone or in presence of any of the parties of dispute, unless assistance of translator is required.

The arbitration board may also ask questions to the witness and may cause him/her to meet any person (s) it deems useful and collate his / her testimony to any evidences or presumptions that conflict with his / her testimony. The arbitration board should include all such findings in a report to be added case file after closure of proceedings.

Article192: The sole arbitrator or the arbitration board will have full freedom to appraise the effect of witness testimony on the matter of dispute.

Article193: The right of exception of the witness testimony should not prescribe as far as such testimony is justified even after having been heard, provided that the exception grounds are existing at the time of hearing such testimony and before ruling in the merits.

Chapter Four

Course of Arbitration Proceedings for Teams of Arbitrators

Article194: The rules applicable to the proceedings for sole arbitrators shall apply to team of arbitrators, and it should also be the case for procedures applicable to surveyors, translators and submission of claims, to the extent that such rules and procedures do not conflict with those applicable to the sole arbitrator.

Article195: When the arbitration board composed of a team of arbitrators takes over dealing with the dispute, the chairman of arbitration board should appoint one of its members to carry out preliminary actions, including hearing of witnesses, shifting and hearing the parties and surveyors or experts and may, for that purpose seek assistance of such translators whenever required.

Article196: Once the arbitration board has taken over dealing with the dispute, all provisional or preliminary awards or decisions should be taken by majority of votes upon request of any of the parties of dispute, save what is expressly beyond of its jurisdiction.

Article197: The arbitration board's member in charge of enquiry of preparatory and preliminary procedures may individually take such preliminary measures upon request of either party unless he deems necessary to consult the other members.

Nevertheless, he/she should not be entitled to render unilaterally any provisional awards or decisions.

Article198: Unless otherwise agreed by the parties, all preliminary awards or decisions should not be liable to appeal.

Part I

Proceedings in Compromise and Conciliation Attempts

Article199: Good offices for conciliation and mediation by any or all parties of the Arbitration Agreement will be voluntary or by initiative of the arbitration board assigned to deal with the dispute.

Article200: The conciliation and mediation proceedings should remain confidential and should not affect the matter of dispute, as long as they do not

lead to an amicable solution to be adopted by all parties before the arbitration board.

Article201: The hearings of conciliation debates should be attended only by the parties of the dispute and nothing should be drafted in such debates unless otherwise agreed by the parties. Nevertheless, in certain cases, a surveyor or a team of surveyors or a translator, whenever required, may attend such debates, unless otherwise agreed by the parties, and without the presence of an entry clerk, unless all the parties expressly require reporting such issues, each within the limits of his/her respective rights.

Article202: The request conciliation and compromise procedure will remain in effect and may be proposed during all stages of the arbitration proceedings, whether by any or all the parties, or by the own initiative of the arbitration board. As such, the conciliation and compromise procedure may start at any time and may be terminated at any time.

Article203: It is meant by « terminated » that the conciliation procedures should end as long as they should have led to a convincing solution to all parties, each within the limits of his respective rights. As such, the claimant in arbitration may request formation of an arbitration board to deal with the dispute according to agreed rule, within thirty days from the date of abatement of conciliation procedures.

Article204: Abatement of good offices for conciliation and mediation should mean that they are suspended as far as the parties agreed to settle the dispute by a joint agreement, each within the limits of his/her respective rights, or rights of the entity on behalf of which he/she is acting.

As such, the arbitration board composed of a team of arbitrators will, upon request of the parties, hold a hearing to declare, within a sixty-day term, its approval of the terms compromise as far as it has no objection to admit the compromise request.

Article205: The arbitration board will be formed within the term specified by the Center's Secretariat-General upon a written request by either party to settle the dispute according to the agreed rules.

Article206: Either party may, through a serious request, carry on good offices of compromise, regardless of the procedures taken over by the specialists.

Article207: The Center's Secretary-General or his / her substitute, apart from the procedures applicable before the arbitration board, whether it is a sole arbitrator or composed of a team of arbitrators, invite the parties to attend by any communication means available, for the purpose of conciliations attempt, free of charge.

Article208: The disputes should be settled to the satisfaction of all parties and according to the rights and obligations arising from the agreement. The arbitration board should not reduce or increase the rights and obligations specified in the agreements made between the parties.

Article209: The arbitration board should decide a sixty-day term as from the date on which the parties agreed to compromise, to rule on the formal aspects of the compromise as it is the case for the merits arbitrator. The award to be rendered in that respect should have the same effect as for awards and decisions rendered in the main issue by operation of the law.

Article210: The conciliation requests and procedures of settlement of disputes should neither be formulated nor considered as matters disputable at law as far as the parties have taken of good faith such measures in an endeavor to settle the dispute.

1. Nothing should prevent the awarding arbitration board, whether it is a sole arbitrator or a team of arbitrators, from proposing conciliation solution to the parties during the proceedings. Also, such proposal should in no case be considered as interference by the arbitration board in the Arbitration Agreement, or a departure from its authority, and should not give raise to any appeal.

2. Where should the parties have agreed during the arbitration proceedings before the awarding arbitration board to settle the dispute by compromise, and unless the arbitration board has not been authorized to follow fairness and equity rules, the award to be rendered according to such rules should not be considered as based on legal requirements or the parties' requirements.

Article211: Where should the parties have agreed on conciliation during the arbitration proceedings before the arbitration board composed of a team of arbitrators, and should this latter have no objection, the proceedings will be closed by approving the compromise according to the agreement of the parties. All provisional and preliminary awards and decisions should be withdrawn when the dispute has been finally settled through compromise.

All matters submitted to the arbitration board should be dealt with, as to form, based on the consultation of settlement of disputes, but this latter should in no case supersede the rights of any party in the Arbitration Agreement and should rather fulfill the objectives included in such agreement.

Where should the parties have authorized the arbitration board to settle the dispute according to fairness and equity rules, the arbitration board should close the proceedings and decide on the dispute limiting its action to the legal requirements or to parties' conditions, whether contractual or otherwise.

Article212: Any party wishing to settle the dispute in whole or in part through conciliation or amicable ways should submit his/her proposal to the sole arbitrator or to the arbitration board or to whom in charge of enquiry in the proceedings.

Such proposal may also be submitted to the Center's Secretariat-General in written or verbally.

Article213: If should it appear from parties' attitude any implicit intention of conciliation, the chairman of arbitration board should appoint one of board's members to start debates on conciliation.

Article214: If should any party show an express or implicit intention of conciliation to the arbitration board, the chairman of the arbitration board should appoint one of board's members to follow up and accomplish the compromise procedures.

Article215: If conciliation intentions have been shown during the preparatory procedures to the arbitration board's member in charge of enquiry in the proceedings, this latter should help the parties reach an amicable conciliation.

All parties will have the right to submit any conciliation proposals to the Center's Secretariat-General, apart from the arbitration proceedings whether during such proceedings or after abatement or staying of proceedings.

Article216: The sole of surveyor or expert appointed by the arbitration board in charge of conciliation is limited to appraising such things or revealing such technical or such relevant matters to the dispute.

Accordingly, his / her actions should be limited to assisting the parties in reaching conciliation on such difficult technical issues, whilst clarifying the value of the dispute item or matter in terms of funds or alike or in any other closest thing to the reality, and giving his / her technical opinion in the matter.

Article217: Any agreement on conciliation in whole or in part by all the parties of the dispute should be drafted in a report and signed by the sole arbitrator or by the Center's Secretariat-General or by the arbitration board's member in charge together with the parties of dispute.

In both cases of conciliation, whether occurring before the Center's Secretariat-General or before the arbitration board's member in charge, the minutes of meeting of compromise agreement should be added to case file so as to be approved by the arbitration board if should it have no objection to admit the compromise request.

If should the conciliation have been proposed to an arbitration board composed of a sole arbitrator, whether awarding or conciliatory, compromise should be approved in presence of the parties as per the agreement , unless such arbitration board would set a further term to be notified to the parties, to rule on such request at its discretion.

The arbitration board will notify the attending parties either personally or through a proxy of the closure of arbitration proceedings.

Article218: If the compromise agreement is made before an arbitration board's member or through the Center's Secretariat-General, it should be dealt with by all arbitration board's members in presence of the parties as per the agreement, unless the arbitration board sets a further term to rule on it by the same composition of that arbitration board.

Chapter Five
Closure of Arbitration proceedings
and Awarding by Conciliation

Article219: The waiver by any party to any part of his rights to contribute in achieving the conciliation should not be considered as superseding or affecting such rights.

Article220: The arbitration awards or decisions rendered in the main issue by compromise on agreement of the parties should not be considered as arising from pure disputes at law.

The conciliation or compromise award rendered by the arbitration should be considered as an award rendered in the main issue and should have the same effect as for the matter of the main issue. Accordingly it should be reliable even before it becomes enforceable.

Article221: The arbitration awards and decisions rendered by compromise are final even otherwise agreed by the parties.

Article222: Arbitration awards and decisions by compromise should be issued by majority of votes unless they are made with the contribution of the parties of Arbitration Agreement.

Accordingly, such awards and decisions should not be governed by the same legal requirements as those rendered in the main issue, specifically as regards the motivation requirements. Their text should be so clear to avoid any misinterpretation.

Article223: The compromise agreement in the minutes of matting should not be complete even when signed by all parties, except when the award would have fulfilled its summarization procedures by the arbitration board having rendered it.

Article224: The signature of the chairman of the arbitration board alone or together with such members on compromise awards and decisions may be sufficient if the remaining members could not affix their signatures for whatever reasons, provided that the absence of such members should be mentioned in the foot of such award or decision.

Article225: The parties should not be entitled to submit any request or petition aiming at amending the compromise agreement or lessening its effect or affecting its provisions.

Article226: Unless otherwise agreed by the parties, the arbitration board should designate the judicial court having jurisdiction on arbitration matters of the dispute, in any part of world, whether for exequatur, appeal or stay of arbitration awards.

The arbitration award rendered by conciliation or compromise on the main issue as per the agreement should include all main issue and counts of the dispute, and the costs arising from the arbitration proceedings. It should also include:

1. Full name (s) of arbitration board members or sole arbitrator.
2. Award number and date of issue at the Local & International Arbitration Center «Al-Insaf»-Tunisia, if not issued abroad and, in this latter case, the place of issue should be specified.

3. Full names, capacities, domiciles of the parties of dispute and their proxies, if any.
4. A summary of arbitration claim.
5. Ruling on litigation procedures on both legal and regulatory aspects, as to form.
6. Provisions of compromise agreement between the parties, with the regulatory rules applied to the dispute.
7. Ruling on the relevance of the compromise agreement to the dispute, in whole or in part.
8. A clear summary of the compromise agreement within the text of award.
9. The degree of arbitration award ordered in the main issue by agreement of the parties.
10. Specification of legal costs, arbitration fees and any other expenses arising from the arbitration proceedings, including travel, accommodation, translation and survey costs as well as the breakdown of such costs between the parties, each to his/her respective share, unless otherwise agreed by the parties.
11. Authorizing recording within the due terms of the original deed of award or decision with a copy of the Arbitration Agreement at the office of Tunisian competent court.
12. Signatures of arbitration board members in the foot of the original deed of award and copies thereof, whilst in the case of arbitration board composed of team of arbitrators, indicating the absent members, if any.

Part II

Pleading

Article 227: No pleading procedures are required in arbitration disputes referred to a sole arbitrator.

But, whenever should the arbitration board composed of a sole arbitrator deem that the dispute is ready and mature the interested parties should be notified of the immediate. Start of pleading the appellant is given priority of speech followed by the respondent and interveners, if any.

No party should be allowed to raise new issues not evoked before, only when such new issue relates to interests or substantial additional components of the dispute.

Article 228: Once the arbitration board in charge has completed the preparatory procedures and the case has become ready and mature for resolution, it should be referred to the chairman of arbitration board.

Then, a term will be set jointly for the pleading and notified to the parties or their counselors or proxies for pleading before the arbitration board.

Article 229: The arbitration board opens the pleading in camera with all its members and assisted by an entry clerk or one or more translators if required.

Article 230: The arbitration board composed of a team of arbitrators will announce closure of arbitration proceedings and deferment of the case to a later date for

debate by all members who heard the pleadings, and to awarding, or for consideration and awarding by the sole arbitrator, as the case may be and according to the agreed rule of resolution.

Accordingly, the parties should be entitled meanwhile to exchange statements or produce pleas, exhibits or new evidences only if they have been previously and expressly authorized by the arbitration board within the minutes of meeting, and according to such terms set in advance for such purpose.

Article231: If should the parties have not been notified in advance directly or through their proxies or counselors on the date of pleadings by the arbitration board's member in charge of enquiry or by the chairman, unless by the sole arbitrator, and upon a notice issued by one of the latter, the Center's Secretariat-General should notify to the parties the date of pleading by any communication means available or applicable to the dispute.

Article232: The pleadings sitting should be in camera and attended only by the parties or their proxies or counselors and translators or surveyors whenever required.

Article233: If should the arbitration board notice a shortage in exhibits or in sufficient clarifications, or should the need arise to carry out such survey, hear such witnesses or further classifications on such things or any other procedure deemed useful to resolve the dispute, the arbitration board may authorize accomplishment of such procedures, and may invite the parties to submit at any time or occasion what they deem useful or appropriate.

Article234: The arbitration board will notify the parties directly or through their counselors or proxies on the arbitration proceedings and set a later date for debate and awarding.

The arbitration board may also authorize the parties to provide such statements or exhibits previously considered during the preparatory proceedings of the dispute according to the terms specified for that purpose. Such statements, exhibits or evidences should not contain any new items not having been produced during the preparatory stage.

Article235: Unless the parties have agreed on extension of the term of debate and awarding, the arbitration board may extend such a term by one month and only one time.

Article236: The arbitration board composed of a team of arbitrators may decide re-enrolment of the case again in the pleading sitting to require any party to provide anything it deems useful or appropriate to resolve the dispute.

Part III

Closure of Arbitration Proceedings

And Awarding by Operation of the Law

Article237: The debate should take place in camera between the arbitration board members who heard the pleading, unless it is composed of a sole arbitrator.

No party should attend such sitting or during the period of debate by operation of the law.

Article 238: The arbitration board issues its award by the majority of votes.

Accordingly, all members of the arbitration board are equal in rights and obligations unless the arbitration board consists of a sole arbitrator.

Article 239: The award rendered by the arbitration board in the main issue whether the board consists of a sole arbitrator or of a team of arbitrators should be considered as a legal instrument on the matter in which it has been rendered. Accordingly, such award should be reliable even before it becomes enforceable.

Article 240: Unless otherwise agreed by the parties, the arbitration board should designate the judicial court having jurisdiction on arbitration matters of the dispute, in any part of world, whether for exequatur, appeal or stay of arbitration awards.

The arbitration award rendered by the arbitration board should include:

1. Full name (s) of arbitration board members or sole arbitrator.
2. Award number and date of issue at the Local & International Arbitration Center «Al-Insaf»-Tunisia, if not issued abroad and, in this latter case, the place of issue should be specified.
3. Full names, capacities, domiciles of the parties of dispute and their proxies, if any.
4. A summary of arbitration claim.
5. Ruling on litigation procedures on both legal and regulatory aspects, as to form.
6. Indication of factual or legal exhibits, parties' evidences and exhibits, regulatory rules applicable to the dispute together with any other investigative actions involving such surveys or witness testimonies, legal or further advice in the matter.
7. The text and degree of award or decision rendered in main issue.
8. specification of legal costs and arbitration fees and any other expenses arising from the arbitration proceedings, including travel, accommodation, translation and survey costs, and the breakdown of such costs between the parties, each as to his/her respective share, unless otherwise agreed by the parties.
9. Authorizing recording within the due terms of the original deed of award or decision with a copy of the Arbitration Agreement at the office of Tunisian competent court.
10. Signatures of arbitration board members in the foot of the original deed of award and copies thereof, whilst in the case of arbitration board composed of team of arbitrators, indicating the absent members, if any.

Part IV

Closure of Arbitration Proceedings and Awarding according to Fairness and Equity Rules

Article241: The debate should take place in camera between the arbitration board's members who heard the pleading, unless it is composed of a sole arbitrator.

Accordingly, no party should attend such sitting or during the period of debate by operation of the law according to fairness and equity rules only when the attendance of the parties personally or through their proxies together with one or more translators, if any, is required.

Article242: The arbitration board composed of a team of arbitrators renders its award by majority of votes. Accordingly, all the members are equal in rights and obligations, unless it is composed of a sole arbitrator.

Article243: The minutes of sitting relating to the text of decision or award rendered under fairness and equity rules, even when signed by all parties or together with the arbitration board's members if possible, should be considered as a decision or award required for registration only when it would have fulfilled its full summarization procedures by the arbitration board having rendered it.

Article244: The award rendered by the arbitration board in the main issue whether it consists of a sole arbitrator or of a team of arbitrators should be considered as a legal instrument on the matter in which it rendered. Accordingly, such award should be reliable even before it becomes enforceable. Also, it should be considered as decision or award arising from application of legal rules or parties' requirements.

Article245: The arbitration awards and decisions rendered in main issue according to fairness and equity rules should not be liable to challenge by legal rules or parties' requirements but may be challenged only through current customs and practices in the subject of dispute.

Article246: Unless otherwise agreed by the parties, the arbitration board should designate the judicial court having jurisdiction on arbitration matters of the dispute, in any part of world, whether for exequatur, appeal or stay of arbitration awards.

Unless otherwise agreed by the parties, the arbitration award rendered in main issue according to fairness and equity rules, should include:

1. Award number and date of issue at the Local & International Arbitration Center «Al-Insaf»-Tunisia, if not issued abroad and, in this latter case, the place of issue should be specified.
2. Full name (s) of arbitration board members or sole arbitrator.
3. Full names, capacities, domiciles of the parties of dispute and their proxies, if any.
4. A summary of arbitration claim.
5. Ruling on litigation procedures on both legal and regulatory aspects, as to form.

6. Indication of factual or legal exhibits, parties' evidences and exhibits, regulatory rules applicable to the dispute together with any other investigative actions involving such surveys or witness testimonies, legal or further advice in the matter, and the Parties' agreement, if any
7. The text and degree of award or decision rendered in main issue.
8. Specification of legal costs and arbitration fees and any other expenses arising from the arbitration proceedings, including travel, accommodation, translation and survey costs, and the breakdown of such costs between the parties, each to his/her respective share, as the case may be.
9. Authorizing recording within the due terms of the original deed of award or decision with a copy of the Arbitration Agreement at the office of Tunisian competent court.
10. Signatures of arbitration board members in the foot of the original deed of award and copies thereof, whilst in the case of arbitration board composed of team of arbitrators, indicating the absent members, if any.

Part V

Closure of Arbitration Proceedings and Awarding by Various Resolution Rules

Article 247: The debate in disputes for settlement by Various Resolution Rules should take place in camera between the arbitration board members who heard the pleading, unless it is composed of a sole arbitrator.

Accordingly, no party should attend such sitting or during the period of debate by various resolution rules, only when the attendance of the parties personally or through their proxies is required whether concerning the count of conciliation or the count of applying fairness and equity rules, whenever required.

Article 248: The award rendered by the arbitration board in the main issue by various resolution rules, if possible, whether by the sole arbitrator or by a team of arbitrators, should be considered as a legal instrument on the matter. Accordingly, such award should be reliable even before it becomes enforceable.

Article 249: The arbitration board issues its award by the majority of votes, unless the parties took part in it, as the case may be.

Accordingly, all members of the arbitration board are equal in rights and obligations unless it consists of a sole arbitrator.

Article 250: The minutes of sitting relating to text of decision or award rendered under various resolution rules, even when signed by all parties or together with or without the arbitration board members, should be considered as a decision or award required for registration only when it would have fulfilled its full summarization procedures by the arbitration board having rendered it.

Article 251: Unless otherwise agreed by the parties, the arbitration board should designate the judicial court having jurisdiction on arbitration matters of the

dispute, in any part of world, whether for exequatur, appeal or stay of arbitration awards.

The arbitration award rendered on main issue or upheld under various resolution procedures whether by the sole arbitrator or by the team of arbitrators should be considered as a legal instrument in the matter in which it has been rendered. Accordingly, it should be reliable even before it becomes enforceable.

Each portion or count thereof should be considered as separate from the others.

Unless otherwise agreed by the parties, the arbitration award rendered in main issue under various resolution rules should include:

1. Award number and date of issue at the Local & International Arbitration Center «Al-Insaf»-Tunisia, if not issued abroad and, in this latter case, the place of issue should be specified.
2. Full names, capacities, domiciles of the parties of dispute and their proxies, if any.
3. Specification of any portion or count of the decision or award.
4. Full name (s) of arbitration board members or sole arbitrator.
5. Subject of arbitration claim.
6. Ruling on litigation procedures on both legal and regulatory aspects, as to form.
7. Fragmentation of counts of dispute relating to various resolution rules.
8. If a portion of the award is rendered by operation of the law, then indication of factual and legal exhibits of the disputed count, parties' evidences and exhibits and the resulting investigative actions such as surveys, witness testimonies and legal and factual advice in the matter.
9. If a portion of the award is rendered under fairness and equity rules, then indication of factual exhibits and customs and practices applicable to them, or portion or a count of the dispute.
10. If a portion of the award is rendered by compromise, then indication of the terms of compromise agreement, on a transcription basis.
11. The decision of arbitration board as to the soundness of the conciliation procedures and absence of legal objection in whole or in part within the partial text of its award.
12. Specification of degree for the portions or counts of arbitration award rendered in main issue, each count separately.
13. Specification of legal costs and arbitration fees and any other arising from the arbitration proceedings, including travel, accommodation, translation and survey costs and breakdown of such costs between the parties, each as to respective share, unless otherwise agreed by the parties.
14. Authorizing recording within the due terms of the original deed of award or decision with a copy of the Arbitration Agreement at the office of Tunisian competent court.
15. Signatures of arbitration board members in the foot of the original deed of award and copies thereof, whilst in the case of arbitration board composed of team of arbitrators, indicating the absent members, if any.

Chapter Six

Part I

Reconsideration of Awards and Decisions on Main Issue

Reconsideration Petitions

Article252: The reconsideration petitions contemplated in this Chapter aim at reconsidering any final arbitration decision or award rendered in the main issue or made final by operation of the law against the parties.

*Article253:*The provisions of this Chapter should not apply to any other final arbitration decisions or awards rendered in the main issue or made final by operation of the law against the parties even when the parties otherwise agreed in whole or in part in the following cases:

A. No appeal could be filed through reconsideration petition on final arbitration decisions and awards rendered in the main issue under fairness and equity rules, unless a plea of forgery has been absolutely confirmed and has made a substantial ground for the award subject of the reconsideration petition.

B. No appeal could be filed by reconsideration petition on arbitration decisions and awards rendered in main issue by full amicable conciliation between the parties, even when a plea of forgery has been duly confirmed and made a substantial ground for the compromise award subject of reconsideration petition, even when the parties agreed otherwise.

C. No appeal could be filed on any count of an arbitration decision or award rendered by amicable conciliation in one of its counts, even when a plea of forgery has been confirmed and has made a substantial ground for the award subject of reconsideration petition, even when the parties agreed otherwise.

Article254: A final arbitration decision or award rendered in main claim shall mean that the same has been rendered as specified in the Arbitration Agreement or under any requirements arising from judicial notices setting the time for appeal.

Article255: Unless otherwise agreed by the parties, appeal may be filed through a reconsideration petition on final arbitration decisions and awards or made final by operation of the law against the parties, as far as they have been rendered according to the legal rules or parties' requirements, Appeal may be also made through a reconsideration petition on any final arbitration decision or award rendered in main issue whether by operation of the law or by various resolution rules, provided that the appeal should involve the count in which legal rules have been applied, whether such count was final or made final by operation of the law against its parties.

Article256: The decisions and awards contemplated by the preceding article are the decisions and awards rendered either at the Center's premises or within the territory of any country of arbitration under the Center's jurisdiction or rendered at the Center's premises according to its specific regulation on sponsoring private international arbitration.

Article257: No appeal through reconsideration petition could be filed even when the parties agreed otherwise, except when a plea of forgery of any acts or information has been confirmed and has made a ground for final award or decision or a count thereof, as far as it has been rendered by operation of the law and as far as such plea of forgery has made a substantial or the only ground of such award or decision, provided that such confirmation has been made after the award or decision or the relevant count thereof has been rendered, and before filing the reconsideration petition.

Article258: Unless otherwise agreed by the parties, the reconsideration petition may be filed when should any party have found an absolute proof in the arbitration claims in whole or in part there of, that has been denied to the appellants by action any party or de facto or de jure, provided that the date of that find document should have occurred after the final decision or award has been rendered, and before filing the reconsideration petition, and always provided that the date of that find proof is confirmed.

Article259: The terms for filing reconsideration petitions are governed by the rules applicable to filing the main issues contemplated by Article 24 and seq. and Article 28 and seq. hereof within three months from the document or proof being the ground of the reconsideration petition has been found.

Article260: The reconsideration petitions are governed by the rules applicable to filing the main issues provided herein.

Accordingly, notification of authentic copies of exhibits to the parties should be limited to an authentic copy of the award appealed by reconsideration petition, along with the document making the ground of petition, and authentic copies of any judicial orders arising from further allowable means of appeal on the award subject of reconsideration petition, if any, and any other document gained by the parties.

Article261: The term « parties » in Articles 258 and 260 above shall mean the parties of the award subject of reconsideration petition. Nevertheless, the reconsideration petitioner may, whenever possible, summon only those to whom his / her interest is limited

Article262: The sole arbitrator or the arbitration board may be composed of the same arbitrators having rendered the award subject of reconsideration petition. Where should it be impossible to rule on the award subject of reconsideration petition by the same arbitration board, appointment of an appropriate arbitration board for ruling on such petition should be made according to these By-Laws. The arbitration board will render its award by majority of votes unless it is a sole arbitrator, and then, Article 238 hereof shall apply.

Part II

Reconsideration of Awards and Decisions on Main Issue Based on Provisions of Court orders

Article263: Unless otherwise agreed by the parties, and if should a national competent court having jurisdiction on appeal have decided abatement of proceedings on the grounds of nullity to allow the arbitration board resume proceedings or to take any step that is likely to rule out one or more grounds of nullity, the arbitration board should resume proceedings on the claim according to the provisions of such judicial order.

Article264: The parties may file the reconsideration petitions on arbitration decisions and awards finally rendered in main issue according to the rules applicable in raising main issues, provided by Articles 24, 28 and seq. hereof, within three months of receipt or notification of the judicial order, otherwise the right for doing will prescribe.

Article265: Unless otherwise agreed by the parties, the same arbitration board having rendered the decision or award subject of reconsideration petition or an arbitration board similar in number, may deal with the reconsideration petition as far as the matter refers to a judicial order of abatement on the grounds of nullity, so as to allow the arbitration board resume proceedings in order to rule out one or more grounds of nullity.

The judicial orders contemplated in this Chapter should not be liable to reconsideration when they have been finally set aside or rendered void by the Court of Cassation [Supreme Court].

Article266: The sole arbitrator or the arbitration board may consist of the same arbitrator having rendered the decision or award subject of reconsideration petition. Where should it impossible to reconsider such decision or award by the same arbitration board, an appropriate arbitration board should be appointed to reconsider such decision or award, after being appealed, according to rules provided herein.

The arbitration board will give award by majority of votes unless it consists of a sole arbitrator and, in such case, Article 238 hereof shall apply.

Article267: The Center will not reconsider any arbitration decisions or awards upon opposition raised by third parties. Third party petitions should rather be submitted to national judicial courts having jurisdiction on appeal according to the procedures applicable in this respect.

Article268: Arbitration proceedings contemplated in this Chapter will not be subjected to payment of extra arbitration fees, but payment should be limited only to management fees in favor of the Center.

The original deeds of arbitration decisions and awards rendered under the provisions of this Chapter should be recorded at offices of judicial courts at which the arbitration decisions and awards in main issue being subject of reconsideration have already been recorded. Such recording should be made within thirty days from the date of award or decision, without the need to attach an authentic copy of the Arbitration Agreement.

Within the same term, an original or authentic copy thereof will be issued to the parties.

Chapter Seven

Setting the Date of Dealing with the Dispute

Article269: Notwithstanding the provisions of Article 86 hereof setting the requirement of dealing on emergency basis with the disputes enumerated therein and subject to the matters of garnishments and sequesters in disputes, and unless otherwise agreed by the parties, the term to rule on the dispute by the sole arbitrator should be six months not liable to extension as from the date of first preparatory arbitration hearing.

Article270: Notwithstanding the provisions of Article 86 hereof setting the requirement of dealing on emergency basis with the disputes enumerated therein, and subject to the matters of abatement and stay in disputes, and unless otherwise agreed by the parties, the term to rule on the dispute by the sole arbitrator should be six months and not liable to extension as from the date of first preparatory arbitration hearing.

Article271: Except the disputes contemplated by Article 86 hereof and notwithstanding the matters of abatements and stay in disputes, and unless otherwise agreed by the parties, the term to rule on the dispute by the arbitration board should be two years not liable to extension, as from the date of first preparatory arbitration hearing. Such term may be extended only one time if the dispute involves national governmental bodies.

Article272: Unless otherwise agreed by the parties, the term to rule on the arbitration dispute under the reconsideration contemplated in Chapter « Reconsider action of Awards » or based on judicial orders should the half of the term set forth for ruling on the main issue.

Chapter VIII

Righting Interpretation of and Supplementation Arbitration Awards and Decisions Rendered in Main Issue

Article273: The term « Righting », « Explanation » or « Supplementation » under this Chapter shall mean removal of any omission or mistake having occurred in final decision or award rendered in main issue.

The petition for righting, explanation, or supplementation of final arbitration decisions and awards rendered in main issue can be filed only upon when they are duly signed by the arbitration board whether prior to or after they have been recorded at the offices of competent or agreed judicial courts.

Article274: Within thirty days from the date of decision or award, the sole arbitrator or the arbitration board may, by its own initiative, proceed to righting any spelling or computation mistake, or any material mistake in the final decision or award rendered in main issue.

Article275: Where should either party have, within thirty days from the date of decision or award submitted a petition to the sole arbitrator and notified the

other party to provide his / her plea within twenty days, so as to be added to the case file upon due notice to the opposing parties, and unless otherwise agreed by the parties, the arbitration board may carry out the following acts:

A. Righting the spelling or computation or any material mistake in the decision or award rendered by it in main issue whether by operation of the law or by fairness and equity rules, or by various resolution rules, or rendered by full or partial compromise.

B. Explanation of any portion of the decision or award rendered in main issue, whether by operation of the law, or by fairness and equity rules, or by various resolution rules, except for the portion or count thereof concerning conciliation or compromise, whose text should be righted only as regards compliance with the compromise agreement.

C. Rendering a supplemental award in any portion or count having been omitted in the decision or award rendered in main issue, whether by operation of the law, or by fairness and equity rules, or by various resolution rules, except for the portion or count thereof concerning conciliation.

The arbitration board will then render its award within thirty days from the expiry of the term prescribed for considering such petition, whether such award is righting, explanatory or supplemental.

Failure of the sole arbitrator within said term to render the due explanatory, supplemental or righting award, he/she may extend such term by fifteen days.

Where should any hindrance have prevented the sole arbitrator from performing the acts specified in the foregoing article by any de facto or de jure reason, the Center's Secretary-General or his / her substitute should appoint another sole arbitrator to perform such assignments according to the rules specified above.

Article 276: The arbitration board composed of a team of arbitrators may within thirty days from the date of decision or award proceed by its own initiative to righting the spelling or the computation or any material mistake in the decision or order rendered by it in main issue by the majority of votes. Where should such majority have not been achieved by whatever reason, the righting award should be rendered by the chairman of the arbitration board having ruled on the dispute.

In such case, the chairman of arbitration board's signature on the original deed and authentic copies of the award will be sufficient, along with mentioning the absence of other members.

Article 277: Where should either party have submitted a petition to the arbitration board within thirty days from the date of decision or award or from receipt of the same and notification of the other party to provide his pleas within twenty days, and unless the parties have agreed on such other terms, the arbitration board may carry out the following acts:

A. Righting the spelling or computation or any material mistake in the decision or award rendered by it in main claim.

B. Explanation of any portion of the decision or award rendered in main issue whether by operation of the law, or by fairness and equity rules, or by various resolution rules, except for the portion or count thereof concerning conciliation or compromise, whose text should be righted in compliance with the compromise agreement.

C. Rendering a supplemental award in any portion or count having been omitted in the decision or award rendered in main claim, whether by operation of the law, or by fairness and equity rules, or by various resolution rules, except for the portion or count thereof concerning conciliation or compromise.

If the party duly notified on the righting or explanatory petition, the petition to be considered, he/his should notify the same to his / her opposing parties within twenty days from the date of receipt of such petition so as to be added to the case file.

If should the petition aim at obtaining a supplemental award, reply thereon will be given within thirty days from the date such petition has been notified.

The arbitration board will render its award within thirty days from the expiry of the term prescribed for reply, by the majority of votes if it is a righting or an explanatory award, and within sixty days if it is a supplemental award.

Failure of the arbitration board composed of a team of arbitrators to render the due righting, explanatory or supplemental award within the prescribed term; it may extend such term only one time.

Failure of the arbitration board to gather all its members by whatever reason, the remaining members, and even with two members among those who rendered the decision or award carry out the above acts, along with mentioning the absence of other members.

Article278: Failure of the arbitration board to gather all its members, the chairman of the board may decide at his/her discretion on such petition and just affix his / her signature on the foot of the original deed and authentic copy of such decision or award, along with mentioning the absence of other members.

Article279: Failure of the arbitration board or the sole arbitrator having rendered the decision or the award to gather all its members by whatever reason, the Center's Secretary-General or his/her substitute should appoint one of Center's arbitration boards to take over the assignment.

Article280: Righting, explanatory or even supplemental awards rendered by the sole arbitrator or the arbitration board are not subjected to payment of arbitration fees.

Article281: The sole arbitrator or the arbitration board will consider the petition in camera and without opening debate or pleading, and in the absence of the parties or their proxies or counselors.

Article282: A supplemental order may be rendered on decisions and awards rendered according to legal rules or through various resolution rules, except for the portion or count thereof involving fairness and equity rules or amicable

conciliation or compromise, whether by the sole arbitrator or by an arbitration board.

Article 283: Where should the petition of any party refer to an arbitration decision or award rendered through various resolution rules, then the explanation or supplementation should be limited to the count involving application of legal rules, or the portion in which fairness and equity rules have been applied.

Article 284: No righting, explanation or supplementation petition could be lodged on arbitration decisions or awards liable to challenge by normal appeal.

Also, no righting, explanation or supplementation petition could be filed on arbitration decisions or awards rendered by extinction of dispute.

Article 285: Righting may be made to any mistakes provided in paragraph A of Articles 275 and 277 above in final arbitrations decision and awards rendered by compromise. Accordingly, the supplemental decisions or awards provided for in paragraph B and C of said Articles 275 and 277 could not be rendered whether by own initiative of the arbitration board or upon request of either party for the decisions and awards rendered in main issue by compromise or for the portion or count relating to the compromise, as far the decision or award has been rendered by various resolution rules.

Article 286: All decisions and awards contemplated in paragraph A, B and C of Articles 275 and 277 above shall make an integral part of the award rendered in main issue.

Article 287: Where should it appear that either party limited the petition to righting such mistake or ambiguity in the decision or award without involving other mistakes or ambiguities, he / she should not be entitled to extend the petition on the award subject of such omission to include the main issue. Accordingly, the date of submission of the righting, supplemental or explanatory petition, subsequent to initial petition, should in no case interrupt the effectiveness of terms.

Article 288: No explanatory, righting or supplemental award could be petitioned if the arbitration decision or award rendered in the main issue has been fully enforced whether by operation of the law, fairness and equity rules or various resolution rules.

Article 289: No explanatory award could be petitioned on arbitration decision or award rendered by compromise, whether in whole or in part, except as to its text.

Article 290: No supplemental award could be petitioned on arbitration decisions or awards rendered in main issue by compromise or through fairness and equity rules, whether in whole or rendered through fairness and equity rules, except for the portion or count involving application of legal rules.

The right to righting, explanatory, or supplemental petition will prescribe upon expiry of the terms provided for under this Chapter, or when should the arbitration decision or award rendered in main issue have been enforced.

Where should any party have submitted a righting, explanatory or supplemental petition on provisional or preliminary awards, or awards rendered in main issue, or arising from such reconsideration petitions or based on judicial courts, the same should suspend the terms for appeal and enforcement request, until a summary decision is rendered on such petition.

All summary awards contemplated under this chapter should be recorded at offices of Tunis Court of Appeal within fifteen days from their date of issue, without the need to be accompanied by an authentic copy of Arbitration Agreement, and the parties will be issued within the same term an original deed or an authentic copy thereof.

In such case, the clerk of Tunisian competent court should mention in the margin of the original deed of decision or award being recorded that a summary order has been rendered.

Chapter Nine

On Abatement and Stay of Proceedings

Article291: The arbitration proceedings should be abated and the terms set for ruling on the dispute temporarily stayed when should any matters which are beyond the jurisdiction of the arbitration board and relevant to the dispute, have been raised.

Article292: Temporary abatement of the dispute will entail stay of arbitration proceedings on the dispute and suspension of already effective terms, as well as those prescribed for ruling on the dispute. The same will also entail winding-up of the arbitration board and nullity of any acts made meanwhile.

Article293: The terms for ruling on the dispute will be counted as from the date on which the arbitration decided abatement and stay of arbitration proceedings. The terms for ruling on the dispute upon resumption will be counted from the day on which the arbitration board resumed dealing with the dispute after abatement.

Accordingly, the following period should be cumulated to the previous period prior to the abatement and stay of arbitration proceedings, from the date on which the arbitration board resumes proceedings.

Article294: The dispute in arbitration should not prescribe by the death of a party or winding-up of the corporate body, but may be abated until summoning the concerned parties to appear on awarding. Accordingly, the summoning procedures for resumption of arbitration proceedings will be governed by the same rules applicable in raising the main issues with the necessity of notifying a copy of the findings on the main issue which have made the ground for abatement and stay of arbitration proceedings , and of specifying full names of parties, unless where should the matter involves such heirs or descendants or successors of the deceased, and in such case summons may be limited to these two latter without necessity of mentioning the names as far as the claimant in arbitration could not know such names. The expression « concerned parties »

shall mean, in case of death of a party, the heirs, their descendants or successors of the deceased.

The expression « concerned parties » shall mean, in case of corporate body, any type of companies against which a judgment in bankruptcy or winding-up or liquidation has been rendered or being under receivership whether by agreement or by operation of the law. Accordingly, the summoning procedures for resuming the arbitration proceedings will be governed by the same rules as for raising main arbitration claim with the necessity of notifying a copy of the findings of matter having been the ground of abatement and stay of arbitration proceedings, and indicating the name (1) of company's receiver (s) and manager (s) or managing directors or representatives, even when they are numerous.

Article295: The parties should solely bear any payments related to all cases involving death among the arbitration board or winding-up of corporate bodies.

Article296: The dispute should be abated and the case file will be temporarily recorded at the Center's office in case of death of a party, his/her disqualification in the dispute, death or disqualification of his/her counselor, unless the arbitration claim has become ready and nature for resolution. In such case, the sole arbitrator or the arbitration board may rule in the merits.

The arbitration claim is considered as ready and mature for awarding when the parties would have produced their pleas and the claim would have been set for pleading and, accordingly, the arbitration board may award in the merits

Article297: Failure to summon the concerned parties contemplated by Article 294 above, or should the concerned parties have not confirmed their attendance to awarding sitting within six months from the date of abatement, the dispute will extinguish.

Article298: The arbitration proceedings will be abated and the term for ruling on the dispute stayed when should any party have lodged an appeal against any summary orders obtained by the arbitration board before the competent judicial courts pending award on such appeal whenever should the parties have so expressly agreed.

Article299: The arbitration proceedings will be abated and the term for ruling on the dispute stayed whenever should the need arise to make resort to official jurisdiction to help subjecting any party to provide evidences or to help in achieving the purposes of provisional, preliminary or preparatory decisions or awards relevant to the subject dispute until normal or coercive enforcement of main issue.

Article300: The arbitration proceedings will be abated and the term prescribed for ruling on the dispute stayed whenever should the arbitration board have decided appointment of a surveyor, a team of surveyors or any specialized entity to inspect or survey such things or identify such matters, as provided in the Chapter dealing with surveys and evidences of witnesses, within or outside the country of arbitration, pending the normal or coercive enforcement of the main issue.

Article301: The arbitration proceedings will be abated and the term prescribed for ruling on the dispute stayed whenever an action is pending before any competent judicial court and having connection with the dispute, until a final order is rendered by the competent judicial court in the main issue.

The expression “competent judicial courts” shall also mean national courts having jurisdiction to deal with issues involving appointment of company’s receivers or findings of presumed death or qualifying any such party, or competent in dealing with criminal issues.

Chapter Ten

On Third-Party Intervention

Article302: Unless otherwise agreed by the parties, third-party intervention may be solicited by any eligible, qualified and rightful person having the capacity to sue and to oppose to the arbitration decision or award rendered in main issue.

Article303: Requirements for third-party intervention as provided in Article 302 above shall apply to heirs, assigns and successors of the deceased and to all whom certain rights would have devolved from the natural individual or from any corporate body of whatever nature or legal form, without the need to conclude an Arbitration Agreement.

Article304: The arbitration board may, by its own initiative or upon request of any party, enter any intervener in the claim, among whom reference was made in Article 303 above.

Article305: No third parties could be entered as intervener in the claim other than those contemplated by Article 303 above, save when a separate Arbitration Agreement has been made in respect of such third-parties and accepted by main parties to be entered in the main dispute.

Article306: Intervention procedures before sole arbitrators and arbitration boards shall be the same as for raising the main issues, as provided in Articles 24.28 and seq. hereof whether during the course of arbitration proceedings or during resumption following abatement, and stay of such proceedings, provided that copies of supporting documents of intervention procedures should have been notified to the parties.

Article307: Interveners should obey to all findings resulting from legal and regulatory actions and further obligations of assignors contemplated by Articles 303 above.

Chapter Eleven

On Extinction of Dispute

Article308: The dispute should not extinguish by the death of a party or by winding-up of the corporate body, but the dealing with the dispute will cease and prescribed terms for resolution will be stayed until final resolution of a main issue, whether by the judicial courts or by any governmental or private body.

Article309: The dispute will extinguish within six months from resolution of main issues not falling under the jurisdiction of the arbitration board.

The dispute will also extinguish on expiry of the term prescribed herein whenever should the parties have been required to pay any such amounts in relation with the dispute and failed to pay, unless a partial resolution proves possible.

Article 310: Where should the parties of dispute have refused paying the experts or surveyors whose assistance has been sought by the conciliatory arbitration board, or if the order made by the Center's Secretary-General for payment of such fees could be enforced within one month from notification thereof, the arbitration board should advise the Center's Secretariat General so as to make a decision and address it to any arbitration board it may deem appropriate to award by extinction of the dispute, unless the arbitration board would have elected to award on any counts of the dispute, if the claim might be partially resolved in the merits.

Article 311: The dispute will extinguish within six months from the parties having been required to pay any such fees in connection with the dispute, including surveyor's or translator's fees, or balance of arbitration fees, shifting costs, travel and accommodation fees for arbitration boards or surveyors, unless the opposing party is wishing to subrogate the party required to pay for achieving the same objective.

In case of expiry of the term specified in the foregoing paragraph, no party should be entitled to recover any amounts he/she may have advanced on the account of arbitration or management fees, or surveyor's management fees, or surveyor's or translator's fees, or any expenses advanced on accounts

Article 312: Unless otherwise agreed by the parties and the arbitration board has no objection, or does not deem it appropriate to continue the arbitration proceedings, and where the claimant should have dropped his claim, the arbitration board should award by extinction of the main issue.

Article 313: The term for extinction of the dispute should be calculated from the date on which the party required to pay has been advised by an effective means or from the date of resolution on the main issue which does not fall under the jurisdiction of the arbitration board, or from the date of obtaining such measures relevant to the dispute.

Article 314: The dispute will extinguish when should the arbitration board have failed to wholly or partially resolve the dispute, despite resort to judicial court for obtaining such evidences or things that may help in resolution and would have valuable impact on final findings in dispute.

Article 315: Pursuant to Articles 310 and 311 above, the Center's secretary-General may request in such information from any party or entity about the course of any main issues, especially those which entailed stay of the dispute, unless he/she assigns any such other person (s) for that purpose.

Article 316: Unless either party declared the state of course of such a main issue within the period specified above, and upon request of the Center's Secretary

General or his / her substitute to the arbitration board inviting it to take over again dealing with the dispute without confrontation between the parties, so as to award by extinction of the dispute based on available evidences, without the necessity to summon the parties, unless any count of the main or incidental claim is liable to resolution in the merits.

All decisions or awards rendered by extinction of the dispute should be considered as awards not making ground of a resjudicata and should not make subject of an exequatur.

Chapter Twelve

Objection to Arbitrators

Article 317:

A. Any natural individual, to whom it may be proposed to take over dealing with the dispute, should declare all what it is in his/her possession or what he/she is aware of about his/her neutrality and independence towards all of the parties of the dispute.

B. The « bias and prejudice » shall mean any suspicion as to the faithfulness, neutrality and independence of the arbitration board, unless otherwise and expressly agreed by the parties in whole or in part

- 1.** Clear hate between any party and the arbitration board or any member thereof.
- 2.** If should the arbitration board or a member thereof have already given advice in the dispute or have contributed in such advice, including drawing up any contract in respect thereof.
- 3.** If the arbitration board or any member thereof has such kinship to the degree prescribed by the laws of the country of venue.
- 4.** If the arbitration board or any member thereof is a fellow citizen of any party of the dispute.
- 5.** If the arbitration board is from a country enemy to the country of any parties of the dispute.
- 6.** If any arbitrator is a partner to any party or has such direct or indirect interest in the dispute.
- 7.** If the arbitration board or a member thereof is a creditor or debtor to any parties.
- 8.** If the dispute is between the arbitration board's spouses even after dissolution of marriage.
- 9.** If any party is an employee or contractor of any members of the arbitration board.
- 10.** If the arbitration board or any member thereof has acted on behalf of any party in the same dispute, or in a count thereof as a proxy or a counselor to the dispute.

Article 318: The arbitration board may take over dealing with the dispute as far as it is objected to in any matter of those enumerated above, provided that all the parties of dispute have expressly accepted it upon being duly notified thereupon.

Article319: Any party may object to the arbitration board by producing any such evidences or means to the Center’s Secretary-General within fifteen days from having been aware or notified upon the appointment of the arbitration board, and in all cases not later than the date of first hearing in the dispute, otherwise his/her right will prescribe.

The Center’s Secretary-General or his / her substitute may either send a copy of objection to arbitration board for reply within fifteen days from the date of receipt, or summon the arbitration board to hear its pleas and then decide on the objections claim within sixty days from receipt of arbitration board’s reply on such objection, by an emergency award not liable to appeal by whatever means.

Article320: Any part may object to the arbitration board or to any members thereof for lack of qualification or competence as agreed.

Article321: The parties may object to the arbitration board or to any member thereof, even if he/she took part in appointing such arbitration board, as far as the bias and prejudice grounds have become obvious after appointment.

Article322: No objection to the sole arbitrator, or to any members of the arbitration board could be made after closure of pleadings or after expiry of the prescribed terms. Where should the arbitration board have been objected to or dismissed or replaced, it should be replaced by another arbitration board under the same requirements and with the same qualifications and competences to carry out the same assignments as for the one having been objected to.

Chapter Thirteen

On Recording of Arbitration Decisions and Awards

Article323: The following types of arbitration awards drafted in Arabic language should not be subject to compulsory recording at the office of Tunis Court of Appeal.

1. Awards rendered by arbitration boards during the preparatory stages of the dispute against the parties or their proxies or counselors, or evidences or surveys, or any acts ordered by the arbitration board or ordered to be achieved, or any order to hold one or more hearing, or acceptance to make resort to judicial courts as the dispute may require. Such awards are called « Preliminary Awards ».

2. Awards rendered by arbitration boards either by their own initiative or upon request of either party, for taking any preventive or protective measures in favor of the parties. Such awards are called « Provisional Awards ».

3. Awards rendered by arbitration boards and ordering by extension of the time for final resolution of the dispute or stay of proceedings and suspension of terms, or ordering by staying the conciliation procedures or partially ruling on any matter of their competence. Such awards are called “Procedural Awards”.

Article324: There should be subject to compulsory recording the original deeds of arbitration decisions or awards rendered in main issue according to Articles **86,222,238,242,249 and 262** hereof, as well as arbitration decisions and awards

contemplated by Chapters Sixteen and Nineteen hereof, rendered in Arabic language. Such awards should be recorded together with a copy of the Arbitration Agreement at the office of Tunis Court of Appeal within thirty days from the date of awarding. The parties will be issued within the same term an original deed or an authentic copy of record.

There should be subject to compulsory recording the original deeds of decisions and awards arising from judicial court orders, and are to be recorded at the office of Tunis Court of Appeal without the necessity to be accompanied by a copy of Arbitration Agreement, in the same manner and within the same term provided in Article 324 above.

There should also be subject to recording the following types of awards at the office of Tunis Court of Appeal within fifteen days, without the necessity to be accompanied by a copy of Arbitration Agreement.

Explanatory, supplemental or righting decisions and awards rendered by arbitration boards after ruling in the main issue. Such awards are called «**Summary Awards**».

Article 325: There should be subject to recording the following original deeds of arbitration decisions and awards together with a copy of the pages of regulatory rules applying thereto, at the office of Tunis Court of Appeal within thirty days from the date of awarding. The parties will be issued an authentic or a certified copy thereof.

1. Awards ordering appointment of the sole arbitrator or arbitration board, or by replacement, objection, dismissal or rejection of eligibility of such members whether while in the course of duties or during interruption or stay of proceedings. Such awards one called «**Regulatory Awards**».

2. Awards ordering by forcing any party to pay any balance of arbitration fees, surveyor's or translator's fees, shifting expenses, travel costs or arbitration commissions under international cooperation. Such awards are called «**Regulatory Awards**».

3. There should be subjected to recording the original deeds of regulatory awards, ordering by extinction of dispute, at the office of Tunis Court Appeal in the same manner and within the same term specified in Article 325 above, along with a copy of the pages relating to regulatory requirements applying thereto.

4. There should be subjected to recording the original deeds of decisions and awards arising from the disputes contemplated by Chapter Twenty Six hereof, at Tunis Court of Appeal, in the same manner and within the same term specified in Article 325 above, together with a copy of the pages of regulatory requirements applying to disputes in sponsoring the private international arbitration formations.

Chapter Fourteen

On Issuing Copies of Arbitration Decisions and Awards

Article 326: Any party should be eligible personally or through a proxy to claim issue of a copy of any arbitration decision or award of whatever form or type.

Article327: The issue will cover any copies if any arbitration decisions or awards contemplated by Article **326** above. Such issue will be free of charge and in compliance with the original deed being recorded at the office of competent judicial court.

Article228: The parties will be issued copies of decisions and awards duly signed by the awarding arbitration board with compulsory affixation of seal of «**Al-Insaf Arbitration Center**» upon ascertaining the identity of applicant in person or by his/her capacity, against his / her signature for receipt of the decision or award, on the specified registry, along with indication of the date of issue.

Chapter Fifteen **Notification and Notices on Awards**

Article329:

1. Unless otherwise agreed by the parties, and except awards ordering to make resort to judicial courts pursuant to Article **96** above, and upon a notice made by the arbitration board in charge of the dispute to the Center's Secretariat-General, this latter will notify to the parties all preliminary awards in respect of the dispute within one week from the date of award.

2. Unless otherwise agreed by the parties, the parties will make the notifications and notices to each other on all awards contemplated by the Chapter dealing with provisional awards.

3. Unless otherwise agreed by the parties, and by notice to be served by the arbitration board in charge of the dispute to the Center's Secretariat General, and unless the parties or their counselors or proxies have been directly notified, the Center's Secretariat General will notify to the parties all procedural awards within fifteen days from the date of award.

Article330: The parties should make all notification and notices to each other on various provisional and regulatory awards, as it is the case for court orders, whether order to help the arbitration board or ordering resumption of arbitration proceedings, or order awarded by the Court of Cassation [**Supreme Court**].

Article331: The parties will be required to pay survey or translation fees or the balance, thereof in favor of the entities having been assigned to such services, whether upon request by these entities or by the Center's Secretariat-General whenever required.

Article332: The assignment of requiring the parties to pay the balance of arbitration fees will be entrusted to the Center's Secretariat-General.

Chapter Sixteen **Jurisdiction of the Center on Disputes Arising From Legal or Normal Effects of Arbitration Agreements**

Article333: Any controversy arising from the nature of the main disputes should fall under the jurisdiction of Local and International Arbitration Center «**Al-Insaf**» as far as the law applicable to the dispute so requires, in compliance with

Article **550** of Tunisian ‘Code des Obligations et des Contracts’ [Contract Act], which provides «**who can more do can less do**».

Article334: Unless otherwise agreed by the parties and pursuant to the law applicable to the main dispute, the same arbitration board having dealt with the main dispute may deal with any difficulties in relation with the merits. The same arbitration board may consist of a sole arbitrator to deal with all issues that may hinder enforcement.

Article335: Subject to the requirement of summons of parties, the term of summons to attend awarding in the case as specified in Article **334** above should not be less than fifteen days prior to the due hearing, whether the claim is filed by any party personally or through a counselor or proxy, or by the bailiff in charge of enforcement.

Article336: Where should the claim involve an eminent threat by which the situation could not be restored to its initial state before enforcement.

Article337: The arbitration board will render provisional awards to stay enforcement temporarily pursuant to Article **334** upon request of either party. The award rendered in this respect will have the same effect and force as for decisions and awards rendered in main issue even before it becomes enforceable provided that the original deeds of such awards should be recorded at the same offices of courts in which decisions and awards in the main dispute have been recorded.

Article338: Should the arbitration board have started dealing with a claim of the types contemplated by Articles **334** above, it should, upon request of any party, order to ensure what it may deem appropriate to achieve enforcement. Such claims should be decided on within sixty days from arbitration board’s commitment to deal with the dispute.

Article339: Where the arbitration board should consider it necessary to deal with the merits in respect of the disputed rights, it should specify such term by which the stay of enforcement award should expire.

Article340: Where should the matter involve any of the claims of the Private International Arbitration Agreement, whether for replacement, dismissal, objection to any arbitrator (s), or appointment of others, such claims are to be decided on by the Center’s Secretary-General or his / her substitute and, in both cases, in the same manner and within the same term specified in Article **338**.

The award contemplated by this Chapter will be temporarily enforced, regardless of any appeal and availability of any exequatur request

The awards rendered under this Chapter should be recorded at office of Tunis Court of Appeal together with a copy of the Arbitration Agreement within ten days from the date of award. Within the same term, a certified copy thereof will be issued to the parties of Arbitration Agreement. The recording requirement provided for in the forgoing paragraph should not apply if the parties have

agreed a court located in another country to deal with the exequatur or appeal on such onwards.

Chapter Seventeen

On Garnishments

Article341: Once the arbitration board commences dealing with the dispute, it will render its provisional decisions upon request of either party so as to impose a garnishment as far as the debt is duly confirmed in the case file, to the extent of the principal of the debt and the expenses.

Article342: The garnishment claims in matters not liable to arbitration should not be admitted.

Article343: The garnishment order or award whether rendered by the arbitrator board or by the Center's Secretariat-General should not provide for withdrawal or management of money by the garnisher but such money should remain under the control of the garnishment's holder on trust until they are ruled on by the arbitration board in main issue.

Article344: The garnishment aims at making the money, movables and any other bonds or securities frozen, under the control of the garnishment's holder on trust, whether they are belonging to a governmental entity or to natural individuals or corporate bodies of whatever category or legal form, and making such garnishment's holder on trust as a receiver on said properties unless he/she entrusts the same to the bailiff carrying out the garnishment procedures, or deposits them at such deposit and consignment office as contemplated by law and as agreed by the parties.

Article345: The garnishment's holder on trust should remain responsible until the garnishment is enforced by the parties' own will or by operation of the law, unless a judicial order or an arbitration decision is rendered to withdraw such garnishment in whole or in part, or declaring such garnishment as legal, or as null and void.

Article346: Garnishment claims should be lodged only when the arbitration board has already taken over dealing with the dispute. Moreover, such garnishment claims should not be lodged during the abatement, stay or dealing with such preliminary issues, including any objection to, replacement or dismissal of any arbitrators.

Nevertheless, on exceptional basis, and in case of a potential risk, any of the parties may submit a garnishment claim to the Center's Secretary-General to decide on it personally or through any proxy upon reconsideration of the case file of the main claim being abated or stayed.

Article347: The party desirous to impose a garnishment should provide to the arbitration board dealing with the dispute a separate request in various copies specifying his/her pleas on the subject dispute referred to the arbitration board against the opposing parties.

Article348: The garnishment procedure takes place by a writ made by the bailiff according to the current procedures as per the laws of the country in which the garnishment is to be enforced. The bailiff carrying out the garnishment procedure should notify the garnishment's holder on trust, attaching to said writ a copy of the provisional decisions by which such garnishment has been ordered.

The garnishment writ should state the amount for which the garnishment has been imposed, as well as the arbitration instrument by which it has been ordered, together with indication of full names of the parties of the arbitration decisions.

Article349: If the garnishment involves to a national governmental entity, its execution procedures should be in accordance with the laws of the country in which the enforcement is to take place.

Article350: The garnishment's holder (s) on trust shall, without the necessity to being summoned to appear before the arbitration board, keep the funds, bonds or securities belonging to the garnishee until final ruling on the main dispute.

Article351: Unless otherwise agreed between the parties, any party may request withdrawal or replevin of the garnishment or a stay thereof before the Presiding Judge of Tunis Court Appeal, unless another judicial court is established for that purpose, and upon payment of the amount specified in the provisional decision and according to the method ordered therein.

Article352: Except the case contemplated by Article **351** above and unless otherwise agreed by the parties, the competent jurisdiction should not authorize final withdrawal or nullity of garnishment before final ruling on the main dispute.

Article353: Unless otherwise agreed by the parties, the First Presiding judge of Tunis Court of Appeal should not interfere in setting the amount ordered by the provisional decision for imposing the garnishment.

Where should any of the parties have finally withdrawn on the garnishment weather in whole or in part, such a plea should be raised before the arbitration board in charges of the dispute, according to the procedures prescribed for exchange of defense statements.

Article354: Where should any of the parties have finally withdrawn the garnishment, whether in whole or in part, such a plea should be produced before the arbitration board in charge of the dispute according to the procedures of exchange of statements.

Article355: The provisional garnishment order or decision should be submitted for enforcement within fifteen days from the date it has been rendered, otherwise it should prescribe.

If should such provisional garnishment order or decision be subjected to an application for exequatur before a competent judicial court or an agreed court, the same should be submitted for exequatur within fifteen days from receipt of the provisional award or order, otherwise it should prescribe.

Article356: If should the provisional garnishment order or decision have prescribed, any of the parties may reiterate the application for enforcement as long as the arbitration proceedings are in course or in abatement, and also as long as the aim of enforcement of the garnishment is still in course. In both cases of prescription, such orders or decisions should be conditioned by prior payment of arbitration fees and management charges.

Article357: Any dispute that may arise between the bailiff and any of the parties should be settled through judicial courts and according to the procedures applicable within the jurisdiction of bailiff's business domicile.

Chapter Eighteen

On conservatory attachments

Article358: Once the arbitration board took over dealing with the dispute, it will render its provisional decisions upon request of either party so as to impose a conservatory attachment as far as the debt is duly confirmed in the case file, to the extent of the principal of the debt and the expenses.

Article359: The conservatory attachment claims in matters not liable to arbitration should not be admitted.

Article360: The conservatory attachment order or award whether rendered by the sole arbitrator and unless its awarded by arbitration board or by the Center's Secretariat-General should not provide holdings or management of the attached rights by the attacher but shall remain under the control of the conservatory attachment's holder on trust until final ruling on main dispute, unless a judicial order is rendered, by partial or complete replevin by partial or complete replevin upon warranty of enforcement.

Article361: The conservatory attachment aims at making all debtor's assets whether movable or immovable under the attachment's holder on trust until the conservative attachment becomes a garnishment, unless an award in the main issue is rendered by partial or complete replevin, whether by the Centre "Al-Insaf" or by the competent judicial court.

Article362: Notwithstanding the Arbitration Agreement the arbitration board may, upon request of either party, render a provisional award to impose a conservatory attachment on assets of debtor or his/her surety or the assignee of the debt, as the case may be, so as to guarantee any debt which is confirmed in the main issue and whose recovery is threatened even if its deferred or conditioned by such precedents.

Article363: The conservatory attachment petitions could be filed only when the arbitration board would have taken over dealing with the dispute. Conservatory attachment petitions could not be filed during abatement or stay of proceedings or during consideration of such preliminary issues, including objection to, replacement or dismissal of arbitrators.

But, on exception basis, the Center's Secretary-General or his/her substitute may himself decide on such petitions upon consideration of case file of the main issue, being subject of abatement or stay.

Article 364: The conservatory attachment is enforced through the bailiff in charge of enforcement immediately upon notification of the provisional award or decision ordering to make all attached movables and rights under the control the debtor attached, whether the conservatory attachment took place in his/her presence or through corporation's receiver or employee. Where the conservatory attachment took place in the dispute absence of debtor attached, the bailiff will notify him/her within ten days there from and require him/her to keep the attached assets under hand until final resolution on main issue.

If should the bailiff encounter any denial or resistance from the debtor attached or his/her substitute, he/she may make resort to the jurisdiction of enforcement, according the laws applicable in the country of venue.

To assist in compulsory enforcement.

Article 365: The enforcement procedures for conservatory attachment are governed by the laws of country of venue.

Article 366: If the conservatory attachment writ should include accurate specification of the attached assets, the amount of debt for which the conservatory attachment is being imposed, the identity of the holder on trust, the arbitration instrument under which the conservatory attachment is imposed, unless the bailiff considers to warranty the attachment under his/her own responsibility in a private or governmental consignment office to avoid any damage or depreciation thereto.

Article 367: If the conservatory attachment involves such goods, the same should be identified in terms of identification numbers, weight, or dimension as the case may be. If such goods are jewelry or precious objects, the conservatory attachment writ should include their description and value. In all cases, the bailiff may seek assistance of experts in such matters he may not understand or appreciate its technical data.

Article 368: The debtor attached may request selling the attached assets through the bailiff only or with other bailiffs to ascertain the sales by auction in accordance with laws of the country of venue, as far as the goods are liable to damage or to shortage that may affect its value. The sales price should be kept in hands of the bailiff in charge of enforcement until final resolution on the main issue.

Article 369: The provisional award ordering the conservatory attachment should be submitted for enforcement within fifteen days from the date of award, otherwise it will prescribe.

If the provisional award ordering the conservatory attachment needs exequatur before any competent or agreed judicial court, it should be submitted for that

purpose within fifteen days from the receipt date of provisional award, otherwise it will prescribe.

Article370: If the provisional award ordering the conservatory attachment prescribed, either party may reiterate the petition as far as the arbitration proceedings are in course or abated or stayed, and where the objective of such conservatory attachment is still existing. In both cases, such awards are subjected to payment of arbitration fees and management charges.

Article371: Unless otherwise agreed by the parties, the First Presiding Judge of Tunis Court of Appeal may order staying the provisional award pertaining to the conservatory attachment after securing the ordered amount as he/she may decide to guarantee the enforcement.

Unless otherwise agreed by the parties, competent jurisdiction should not interfere by amending the amount ordered by the provisional award of conservatory attachment.

Any dispute that may arise between the bailiff and any of the parties should be settled through judicial courts according to the rules applicable within the jurisdiction of bailiff's domicile.

Chapter Nineteen Emergency Arbitration

Protective and Emergency Measures

Article372: «Al-Insaf» arbitration board will rule, on an emergency basis and without dealing with the main issues, on all emergency arbitration claims, independently from any main disputes referred to the arbitration board.

-Firstly: If the subject of the claim relates to emergency reparations or preventing continuance or exacerbation of a current damage.

-Secondly: If the subject of claim relates to payment of such employment contracts for human service, crafts, scientific or industrial art.

-Thirdly: If the dispute is between passengers and owners of hotels or of transportation means, whatever the nature or the legal form of such owners.

-Fourthly: If the dispute relates to appointing a liquidator or a trustee on joint properties whether between such natural individuals or corporate bodies of whatever nature or legal form.

-Fifthly: if the disputes relates to payment of rents that have become due.

-Sixthly: If the dispute relates to claim a right of way.

-Seventhly: In all emergency cases.

Article373: The categories of claims contemplated in this Chapter should not be raised as far as they are connected with main issues whether pending or abated.

Article374: The arbitration board decides separately in emergency issues falling under international arbitration. Accordingly the emergency arbitration proceedings are not governed by the same arbitration proceedings as for main claims, whether hereof those contemplated by Articles **24, 28** and seq. or those involving reconsideration of arbitration awards rendered on main issues.

Article 375: The letters of summons from the emergency claimant should be notified through a bailiff to the nearest domicile of respondent according to the procedures applicable in the country of domicile, together with copies of exhibits summoning the respondent to appear before the sole arbitration at «Al-Insaf» Center within not less than fifteen days before the due hearing.

Article 376: The respondent should, not later than the date of hearing, provide his reply notice after notifying such reply notice before or at the time of hearing.

Article 377: The arbitration board decides on the claims contemplated in this Chapter on an emergency basis without limitation of term and in all cases within sixty days from taking over the claim. The decision or award to be rendered should have the same effect as for decisions or awards rendered in the main issue, even before they become enforceable.

Article 378: The decisions or awards contemplated by this Chapter will provisionally be enforceable regardless of any appeal or any request of exequatur in their respect. The decisions or awards contemplated in this Chapter should be recorded at Tunis Court of Appeal together with a copy of the Arbitration Agreement within ten days from the date of award. Within the same term an original or a certified copy thereof will be issued to the parties of Arbitration Agreement. The recording requirement specified in the precedent paragraph should be excluded if the parties have agreed on a court located in another country to deal with the exequatur matters or appeal with respect of such decisions or orders.

Chapter Twenty

Appeal against arbitration award

Article 379: The term «**appeal**» as mentioned in this Chapter shall mean any challenge of arbitration decisions or awards rendered in the main issue by the means allowed to the competent judicial courts, as provided by law or as agreed between the parties, or those means designated by the arbitration board.

Article 380:

1. The final arbitration decisions and awards rendered in the main issue may be liable to appeal only for nullity.

The judicial court of appeal contemplated by Article 379 above may set aside the final arbitration decision or award rendered in main issues only in the following cases:

Firstly: Unless the Arbitration Agreement is void or ineffective or unenforceable, the competent judicial court may set aside the arbitration decision or award if the appellant could prove one of the following elements:

A. That a party of the Arbitration Agreement lacks such qualification requirement or that the Arbitration Agreement is not sound in the eyes of the law agreed by the parties to govern it, in accordance with the International Law applicable to the dispute.

B. That the appellant failed to defend his interests due to a major force or to any defaults in legal notifications or those agreed for the course of arbitration proceedings.

C. That the arbitration decision or award deals with a dispute not being contemplated by the Arbitration Agreement or not covered by the arbitration clause, or includes ruling on such matter out of the scope of the Arbitration Agreement or the arbitration clauses. Nevertheless, if should it possible to separate the content of the arbitration award pertaining to the matters referred to arbitration, from further content pertaining to matters not being referred to arbitration, then only the portion or count ordering in matters not being referred to arbitration may be set aside.

D. If the arbitration proceedings in course were conflicting with the present By-Laws and have not been expressly or implicitly amended by all parties in the course of arbitration proceedings.

Secondly: If the judicial court considers that the arbitration award conflicts with the peace and order in the meaning of Private International Law.

Thirdly: If the arbitration decision or award is rendered in non-compliance with the regulatory or agreed terms.

Article381: The right to appeal should prescribe after three months from the date on which the appellant personally or through his proxy has received the decision or award rendered in the main issue or from the date of ruling on the main, explanatory, righting or supplemental request by the arbitration board.

Article382:

- The judicial court in charge of the appeal for nullity in whole or in part of the arbitration decision or award may, upon request of any party, abate the appeal procedures for such a period so as to allow the arbitration board to resume proceedings or to take any appropriate measures to remove the motives of appeal.

- If should the judicial court have ruled by setting aside in whole or in part the arbitration decision or award, it may whenever required and upon request of all parties, decide on the subject dispute and will then have the capacity of conciliation arbitrator if such capacity is vested in the arbitration board.

Article383: The arbitration decisions or awards rendered by extinction of the dispute are not liable to appeal.

Article384: The appellant should specify the extent of his / her appeal against the arbitration decision or award rendered in the main issue, specifying whether such appeal is against the whole or only a part of such award or decision, otherwise his right to appeal will prescribe.

Chapter Twenty One

Miscellaneous Provisions

Article385: The Local and International Arbitration Center «Al-Insaf» will provide all guarantees for independence of its arbitrator members while they are carrying

out their duties, against any interference in their business, tasks and powers, and will protect the parties' right against any act which is likely to affect their tasks and duties within the Center.

Article386: The criminal regulations applicable in Tunisia before Tunisian judicial courts will apply to all permanent members within the Center, as well as to auxiliary members, counselors, experts, translators and interpreters, bailiffs, witnesses, and to any party having any connection with the dispute, for any faults and infringements they may commit while performing their duties within, or in cooperation with the Center, and within the scope of the assignments entrusted to them and regardless of their nationalities and domiciles, in accordance with any Judicial Agreements made for the purpose in criminal matter.

The liability will be personal in all offences and infringements, and jointly with the corporate bodies of the parties dealing with the arbitration boards whether as regards third party liability or vindictive damages, towards the parties or towards the Center.

Article387: The arbitration board should, when taking over the assignment, wear the robe specific to the Center's permanent members, and which will be specified together with its technical specifications by a decision of the Center's Secretariat-General. Such robe should be registered according to the Tunisian laws.

Article388: Any counselor attending the hearing before the awarding arbitration board should wear the professional robe whether it is his/her own professional uniform or belonging to his/her colleagues from any other countries.

By virtue of these presents, a waiting room destined to counselors will be established for the purposes of their duties within the Center.

Chapter Twenty Two

Retrieval of Exhibits

Article389: All records and files pertaining to parties' disputes should be kept at the Center's registry for twenty years as from the date of award on the main issue or from the date of latest summary award rendered thereon , or from the date of any awards for reconsideration.

Article390: Any party of the Arbitration Agreement may personally or through a proxy claim retrieval of his/her exhibits in the state they are.

Article391: The heirs or the assigns of a deceased may retrieve the exhibits pertaining to that deceased within the period prescribed by Article 389 above and under the circumstances specified by this Article, provided they prove the subrogation capacity or the proxy authority of a heir acting on behalf of the other heirs, if any.

Article392: Any natural individual or corporate body, to whom any such right would have devolved from an assignor party, may claim retrieval of assignor's exhibits within the period contemplated by Article 389 above and under the

circumstances specified by Article 399 hereof, provided they prove the assignment fact or the proxy of any party acting on behalf of the others, if any.

Article 393: Except the minutes of arbitration proceedings attesting the attendance of the parties and setting the term of hearing, the Center's Secretariat General will allow either the parties themselves or their successors or assigns to take copies of writs made by arbitration board in the dispute, or undertaken by the Center's Secretariat General, in their normal state, according to the administrative service schedule, or after being certified genuine, whenever so required.

Article 394: The Center's Secretariat-General will, if so required, issue normal copies of all vouchers of records at the offices of judicial courts for decisions and awards, whether rendered by the Center in main issue or on summary basis.

Article 395: The Center's Secretariat-General may issue to the parties of disputes or their successors or assigns original or certified copies of decisions and awards pertaining to assignors.

Article 396: By virtue of these presents, a registry for keeping the files disputes being finally resolved or pending.

The registry's personal shall maintain and keep the documents of such files according to the statistical procedures applicable to that purpose.

Article 397: The Center's Registry Office shall in addition to the statistical record, keep another record of containing the data helping enter the capacities of the parties claiming retrieval of their exhibits, expert those documents pertaining to the acts made by the arbitration boards or by such surveyors or other minutes.

Article 398: The Center's Registry Office shall, in addition to the two records referred to above, keep two more records to enter the issuance procedures of arbitration decision and awards whether rendered in main issues or those rendered as supplemental, explanatory or righting decisions or awards, whilst specifying the identity and, signature of beneficiary as well as the date of issue.

Chapter Twenty Three

On Advertising Arbitration Decisions and Awards

Article 399: If should any party advertise a summary of a decision or award rendered in main issue by the Center, in such newspapers, he/she should submit a request for that purpose to the Center's Secretary-General, together with a copy of the text to be advertised and a translation thereof.

The Center's Secretary-General or his /her substitute will issue a decision allowing publication of said text on applicant's account where the Secretariat-General does not see any objections provided for by law or in conflict with the morals or good conduct, or likely to affect the relationships. The decision rendered in this respect should not be subjected to any payment and is not liable to appeal.

Article 400: Unless otherwise agreed by the parties, the Center's scientific unit may, through such newspapers on its researches or studies, advertise or publish a

summary for such arbitration decisions or awards rendered within the Center in its own publications together with such standard principles, in arbitration case-law or any judicial implications arising there from. Such publication should be made without reference to the persons or entities involved in such decisions or awards.

Article401: The provisions of the present By-Laws will apply to the extent they would not conflict with the trading international arbitration system or bilateral or multilateral agreements, already existing or to be concluded for the purpose, and without conflict with the basic principle of parties' freedom of action in exercising their personal rights.

Chapter Twenty Four

Arbitration fees Management Charges

Article402: Except righting, supplemental, explanatory, provisional or even preliminary arbitration awards, all disputes will be subjected to payment of arbitration fees and management charges in favor of Center's Secretariat-General as per Arbitration Fees and Management Charges Schedule, and depending on the amount of dispute whether in excess or in default.

Article403: In case should the dispute exacerbate during the arbitration proceedings as the arbitration board may deem appropriate to add such things or measures upon consideration of the dispute, the parties should not be entitled to produce any new pleas not having already been raised before the arbitration board, unless such new pleas relate to any accrued interests. In such case, the claimant should pay the extra-fees for such new pleas.

Article404: The term « **in excess** » or « **in default** » shall mean as reference to the financial amount of dispute. And even such amount is unknown, the same should be estimated in terms of money to allow final establishment of the arbitration fees based on the estimation arising from the parties' claims, or from the nature of dispute. Or through such surveys or transaction documents entered into by the parties of the Arbitration Agreement.

Article405: The term « **Management Charges** » shall mean any expenses arising from management services of typing, copying and recording of arbitration decisions and awards at the offices of judicial courts, and further management services.

Pursuant to Article **44** hereof, as to the parties' right to appoint arbitrators other than the Center's Arbitrators, the parties may agree on securing the arbitrator's fees at the Center's Secretariat-General, and on payment procedures and terms thereof, in function of the course of dispute or upon completion of arbitrator's assignment. The parties may also agree to advance such portion of fees for a given period, so as to ensure implementing such additional actions or assignments, if any.

Where should the parties have agreed on securing the arbitration fees at the Center's Secretariat-General pursuant to Article **44** hereof, such fees will be

deposited in the name of the parties in a special account at a banking institution. As such, the fees could be wholly or partially withdrawn only upon decision given by the Center's Secretariat-General in accordance with the second paragraph of this Article, after deduction of a net %5 in favor of the Center as management charges.

Article406: The Center's Secretariat-General may require in written one or all parties, as the case may be, to pay the balance of extra arbitration fees and management charges as the dispute becomes exacerbated. Should any or all the parties required to pay have refused payment, and no one of them proposed payment, the Center's Secretary-General may write to arbitration board to stay dealing with the dispute until such payment is made. Where should it be possible to request abatement of a portion or a count of the dispute pertaining to payment, the abatement request should involve only the item related to the payment.

Article407: The arbitration fees for disputes involving objection to, dismissal or replacement of arbitrators, for the Center's permanent members, are set to three Hundred Tunisian Dinars or U.S Dollars or Euros according to the exchange rate applicable on the date of claim.

Article408: The arbitration fees for emergency disputes contemplated by Chapters Sixteen and Seventeen hereof by Three Hundred Tunisian Dinars or U.S. Dollars or Euros on the date claim.

Article409: The rate specified in Articles **407** and **408** above and the Arbitration Fees and Management charges Schedule should remain valid for ten years from the effective date of these By-Laws.

Article410: In addition to the services provided by the Center's Management to the parties as specified in Chapter Twenty Two hereof, the Center's Management will also provide to the parties the services numbered from 01 to 15, free of charge, namely:

1. Full or partial payment receipt of arbitration fees.
2. Payment receipt for travel and accommodation for the arbitration board.
3. Enrolment certificate of dispute.
4. Administration certificate for abatement of arbitration proceedings.
5. Allowing the parties to take copies or photocopies of minutes or records of exhibits of dispute.
6. Allowing the parties to take copies or photocopies of minutes and records of agreements on amicable conciliation or compromise.
7. Allowing the parties to take copies or photocopies of preliminary arbitration decisions or awards.
8. Allowing the parties to take copies or photocopies of agreements on setting the arbitration proceedings.
9. Allowing the parties to take view of the Arbitration Agreement concluded within the Center.

- 10.** Allowing the parties to take copies or photocopies of surveyors or experts' reports, oaths and translations.
- 11.** Allowing the parties to obtain the reports relating to administrative investigations and shiftings made by the arbitration board.
- 12.** Allowing the parties to take copies or photocopies of decisions made by the Center's Secretariat General.
- 13.** Allowing the parties to obtain original or certified copies of arbitration awards rendered in main issues whether based on legal or regulatory rules.
- 14.** Allowing the parties to obtain original or certified copies of summary awards whether explanatory, righting or supplemental.
- 15.** Allowing the parties to obtain copies or photocopies of recording vouchers of awards in main issue or summary awards at offices of competent judicial courts.

Arbitration, Fees and Management Charges Schedule
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Amount of dispute	Arbitration Fees	Management and Service Charges
Up to TND 50.000	TND 2.000	TND 900
From TND 50.001 to TND 1000.000	TND 7.500	TND 1.200
From TND 100.001 to TND 500.000	TND 21500	TND 1.800
From TND 500.001 to TND 1.000.000	TND 46.000	TND 2.200
From TND 1.000.001 to TND 5.000.000	TND 75.000	TND 2.800
From TND 5.000.001 to TND 10.000.000	TND 112.500	TND 3.500
From TND 10.000.001 to TND 50.000.000	TND 168.750	TND 4.500
From TND 50.000.001 to TND 100.000.000	TND 253.125	TND 5.500

**Beyond One Hundred Billion Dollars, the Management Charges increase by
0.75%**

Chapter Twenty Fifth

Sponsoring System for Private International Arbitration

Article 411: Local & International Arbitration Center «Al-Insaf» Tunisia agrees and guarantees to host private arbitration boards whether composed of a sole arbitrator or a team of arbitrators, as the parties or their respective arbitrators may agree to process arbitration disputes at the Center's premises, so as to ensure safe course to the proceedings.

Article 412: The term « **agrees** » in the foregoing article shall mean the Center's agreement to that private arbitration boards decide on, and the parties attend proceedings of, the disputes within the Center's headquarters.

Article 413: The term « **guarantees** » in Article **411** hereof shall mean the Center's agreement to host formations of private international arbitration boards and to make available appropriate offices for meetings of the arbitration boards and the parties of Arbitration Agreement, so as to allow them hold their hearings, meetings or debates on the disputes entrusted to them within the Center's premises, whilst ensuring to them appropriate conditions and other management and organizational facilities for the safe course of proceedings and making any such endeavors between all parties of dispute in order to overcome any difficulties, the acts made by the arbitration boards or relating to decisions and awards whether provisional or preliminary, or rendered in main issues, providing information to the parties or their proxies on the decision taken in their disputes, providing any services for finding out any decisions or awards rendered by the arbitration boards or any information guidance during working hours, and to remove any hindrances towards the good course of the proceedings within the Center's premises.

Article 414: Unless otherwise agreed by the parties, the sole arbitrator or the arbitrator board may make resort to the Center to have either party of the Arbitration Agreement pay an advance payment or the balance of arbitration fees.

The parties may secure the arbitrator's fees at the Center's premises and may agree on payment procedures and terms, in function of the course of dispute or upon completion of the arbitration assignment. They may also agree to keep a portion of such fees for a given period to ensure performing any additional actions or assignments, if any.

In case of agreement to secure the arbitration fees at the Center's Secretariat-General as per the foregoing article, such fees will be deposited in their name in a special account at a banking institution. In such case, such fees could be withdrawn in whole or in part only upon decision made by the Center's Secretariat-General pursuant to the second paragraph of this article after deduction of five per cent thereof in favor of the Center as management and service charges.

Article415: Unless otherwise agreed by the parties, any party may make resort to the Center to claim appointment of an arbitration team if no agreement could be reached on appointing a sole arbitrator, or to have the arbitration board carry out any such acts assigned to it.

Article416: Unless otherwise agreed by the parties, any dispute to be dealt with under the umbrella of the Center in accordance with the foregoing articles should be record in an ad hoc register for private arbitration disputes.

Article417: The parties should exchange their statements through the Center's office according to the agreed or authorized procedures, unless they elected specific arbitration proceedings.

Article418: Pursuant to Article **413** above, the Center's Secretariat General will provide to the parties all possible management services as for the disputes being dealt with in the Center, and according to the information provided in their respective files. Each certificate of service should specify into caption the nature of service and in a visible manner the expression « **Sponsoring Private International Arbitration** ».

Article419: In addition to any management services as authorized by the Center's Secretariat General, the Center's Secretariat-General will also see for prevention of any circumstances which are likely to affect the parties' rights or arbitrators, and complying with the disciplinary regulations within the Center during the whole course of arbitration proceedings, whether before or after any abatement or stay thereof.

Article420: Unless otherwise agreed by the parties, the Center's Secretariat General will decide on any dispute that may arise between the parties and their arbitrators through an emergency decision not liable to appeal, as provided in the present By-Laws.

*Article421:*The parties will have full freedom in setting the number of arbitrators, provided that such number should be odd.

The parties may also agree on the procedures to be adopted for appointing, objecting to, or dismissing the arbitrators. Failure of agreement, the provisions of this Chapter shall apply.

Article422: Where should the parties have failed to agree on one of the cases contemplated by Article **421** above, or on appointing a sole arbitrator, and unless either party has appointed an arbitration board from his/her side within thirty days from receipt of request in respect from the other party, and unless the two arbitrators have agreed on the arbitrator having the casting voice to chair the arbitration board within thirty days from the date of their appointment, an appropriate arbitration board should be appointed to achieve the quorum required for the arbitration formation, upon request of either party.

Such an appointment should be made by an emergency decision rendered by the Center's Secretariat-General or by an ad hoc board appointed by it. Such emergency decision should be not liable to appeal.

In case of a sole arbitrator and should the parties have failed to agree on a sole arbitrator, the Center's Secretary-General or his/her substitute will appoint a team of arbitrators upon either party's request. Such an appointment will be made through an emergency decision not liable to appeal.

In all cases of appointments, the parties' agreement on the qualifications required for arbitrators should be complied with. Any arbitrator should be a natural individual, major of age, competent and enjoying all his / her civil rights, unbiased and independent as towards the parties.

Article 423: No party should be entitled to object to the arbitrator appointed by him/her separately or jointly with any other party, unless there are reasonable grounds that are likely to raise doubts as to the neutrality or independence of such arbitrator, or that such arbitrator was proven in lack of the agreed qualifications after being appointed.

Article 424: Subject to the provisions of third paragraph of the present Article, the parties will be free in agreeing on objection procedures.

Failure of such agreement, the party intending to object to an arbitrator should submit in written the objection grounds to the Center's Secretariat-General within fifteen days from the date such grounds have come to his/her knowledge, or from the date he/she has become aware of the causes contemplated by Article **423** above.

If the arbitrator subject of objection should have not resigned or if the other party has not agreed on the objection request, the objecting party should request from the Center's secretariat-General within fifteen days from the proposal specified in second paragraph above, to decide on the objection grounds.

The arbitration proceedings should be abated until the Center's Secretariat-General or the arbitration board appointed by it on either party's request issues an ad hoc decision not liable to appeal.

Article 425:

1- Where should the sole arbitrator or a member of the team of arbitrators have become unable de facto or de jure to carry on his assignment, or failed to carry it out within thirty days such assignment should expire by his/her own resignation, or be terminated by agreement between the parties. However, if any dispute should persist on any of such causes, either party may request from the Center's Secretariat-General to decide on dismissal of such arbitrator by an emergency award not liable to appeal.

2- Where should any member of the team of arbitrators or the sole arbitrator have resigned, or should either party agree on terminating his/her assignment as provided in first paragraph above and in Article **424**, such a fact should in no case constitute a recognition of relevance of any of the grounds or causes contemplated by this Article or by Article **423** above.

Article 426: Where should the assignment of an arbitrator end as provided in this Article or in Article **425** above, or in case of resignation of such arbitrator for any reason or by dismissal upon agreement between the parties, or under any

other termination procedure, the Center's Secretariat-General or the ad hoc board appointed by it should appoint an alternate arbitrator to carry on the same assignment and under the same procedures applicable to the replaced arbitrator. Such an appointment should be made upon request of either party, through an emergency decision not liable to appeal.

Article427: The parties should agree on the venue of arbitration within or outside the Center's premises. Failure of agreement and should the Center has been authorized to act in this respect, the Center's Secretary- General or his / her substitute should designate an appropriate venue of arbitration. Such designation should be made by an emergency decision not liable to appeal, taking into consideration the circumstances of the proceedings circumstances and parties' comfort of the parties.

Article428: Where should the private international arbitration board have failed within thirty days from receipt of the request for righting, explanation or supplementation, and unless otherwise agreed on another term, the Center's Secretariat-General should proceed directly or through an appropriate sole arbitrator, to deciding on that request within one month from the date it committed itself to deal with.

Article429: The Center's Secretariat-General will ensure recording of the originals of any decisions or awards rendered on the main issue by private arbitration formations within the Center, or any explanatory, righting or supplemental deeds thereof, at the offices of Tunis Court of Appeal, even otherwise agreed between the parties. However, the statement to be provided for that purpose should include the expression « **Sponsoring Private International Arbitration** ».

Article430: Where should the parties have failed to designate the judicial court competent in dealing with arbitration decisions and awards, such court should be designated by an emergency decision to be made by the Center's Secretary-General or his substitute upon a request of either party. Such decision should be not liable to appeal and take into consideration any international conflict or misunderstanding, if any, or the laws which are the mostly relevant for enforcement of such decision.

Article431: Where should a six-month period have elapsed from the expiry of any initial matters for the formations of private international arbitration, the Center's Secretary-General should invite the members of such formation to deal with the dispute. Failure of gathering the arbitration board appointed, the Center's Secretary-General should appoint an appropriate arbitration board to decide on extinction of the dispute without suspending payment of the arbitration fees contemplated by Article **434** of this Chapter.

Article432: All the procedures of submitting emergency requests should be governed by the provisions of Chapter Nineteen hereof.

The originals of awards rendered in emergency matters should be recorded pursuant to the procedures specified in this Chapter together with certified copies of the relevant pages of the present Chapter at the office of Tunis Court of Appeal, within fifteen days from the date of award or within thirty days from the date of final ruling if they have been rendered on the main claim.

Article433: The files of claims decided on by private international arbitration boards should be kept in the Center's Registry Office for twenty years from the award or from latest summary decision rendered in relation thereto. The retrieval of exhibits should be subjected to the same manners, rules and conditions as for the files originally belonging to the Center. Also, the Center's Management will provide to the parties free of charge the following services numbered from 1 to 13:

1. An enrolment certificate for dispute in course.
2. A certificate of abatement of arbitration proceedings.
3. Allowing the parties to take photocopies or copies of dispute exhibits.
4. Allowing the parties to take photocopies or copies of the draft compromise agreements.
5. Allowing the parties to take photocopies or copies of provisional or preliminary awards or decisions.
6. Allowing the parties to take photocopies or copies of agreements on setting the arbitration proceedings.
7. Allowing the parties to take photocopies or copies from surveyor's and translator's reports or oaths.
8. Allowing the parties to obtain reports concerning any administrative investigation, shifting or surveys made by the arbitration board.
9. Allowing the parties to obtain original or certified copies of arbitration awards on main issue and regulatory awards.
10. Allowing the parties to take photocopies or copies of recording receipts of awards rendered on main issue or summary awards whether explanatory or righting or supplemental.
11. Allowing the parties to take photocopies or copies of recording receipts of awards rendered in main issue or summary awards at the offices of competent judicial courts.
12. Allowing the parties to take photocopies of any awards rendered by the Center's Secretariat-General, if any.
13. Issuing original or certified copies of awards on objection to, dismissal or replacement of arbitrators, if any.

Article434: The arbitration fees for the disputes involving matters of sponsoring private international arbitration, as provided in the present By-Laws, are set to three Hundred Tunisian Dinars or US Dollars or Euros.

Article435: All the Center's permanent or auxiliary members will be governed by the Tunisian criminal law in all faults or infringements they may commit while performing their assignments, regardless of their nationalities and domiciles.

Article 436: The rate specified in this Article and in the attached schedule should remain valid for ten years from the effective date of the present By-Laws.

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**Schedule of Administration Fees and Services for Sponsoring Private
International Arbitration**

Amount of dispute	Management Fees
Up to TND 50.000	TND 1.200
From TND 50.001 to TND 1000.000	TND 1.600
From TND 100.001 to TND 500.000	TND 2.400
From TND 500.001 to TND 1.000.000	TND 3.400
From TND 1.000.001 to TND 5.000.000	TND 4.800
From TND 5.000.001 to TND 10.000.000	TND 5.500
From TND 10.000.001 to TND 50.000.000	TND 6.500
From TND 50.000.001 to TND 100.000.000	TND 7.500

In excess of one hundred billion dollars the administrative fees increase by 0.75 per cent.

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