



**CAM-CCIMC
CAM-CCIMA**

COURT OF ARBITRATION AND MEDIATION
OF THE CAMEROON CHAMBER OF COMMERCE,
INDUSTRY, MINES AND CRAFTS

CAM-CCIMA RULES

- ⦿ Arbitration rules and annexes
- ⦿ Mediation rules
- ⦿ Rules of the Court as appointing authority
- ⦿ Code of ethics
- ⦿ Model clauses

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CAM-CCIMA RULES

Court of Arbitration and Mediation
of the cameroon chamber of commerce,
industry, mines and crafts

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ARBITRATION RULES

CHAPITRE I : **GENERAL PROVISIONS**

Article 1: Purpose

1. The present rules govern the arbitration procedure before the Court of Arbitration and Mediation of the Cameroon Chamber of Commerce, Industry, Mines and Crafts (CAM-CCIMA).
 2. The Annexes relating to the Emergency Arbitrator, the Expedited Procedure and the Expedited Debt Collection form part of the Arbitration Rules.
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Article 2 : The Court

1. The Court of Arbitration and Mediation (“CAM” or the “Court”) of the Chamber of Commerce, Industry, Mines and Crafts, abbreviated to “CCIMA”, is an independent body of the latter in charge of the administration of arbitration proceedings.
2. Cases are referred to the Court based on an arbitration agreement in the form of an arbitration clause or a separate arbitration agreement.
3. The Court may also be seized by virtue of an instrument relating to investments.
4. The Court does not settle disputes itself. It administers the settlement by a sole arbitrator or three arbitrators, in accordance with the CAM Arbitration Rules, hereinafter referred to as “the Rules”.
5. The Court consists of a Governing Board, a Technical Committee and a Permanent Secretariat. However, only the Technical Committee and the Permanent Secretariat are involved in the administration of arbitration proceedings.

6. Members of the Governing Board, the Technical Committee and the Permanent Secretariat may not act as arbitrators, secretaries to the Arbitral Tribunal or counsel to the parties in arbitration proceedings administered by the Court.
7. Decisions taken by the Court for the administration of arbitration proceedings have no judicial character and are not subject to appeal. However, the grounds for such decisions may be communicated to the parties involved in the arbitration if so requested by at least one of them before the said decisions have been taken.
8. Recourse to an arbitration procedure administered by the Court implies an undertaking by the parties to enforce the forthcoming award.

Article 3 : Notifications and Deadlines

1. All pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be submitted in as many copies as there are parties, plus one for each arbitrator and one for the Permanent Secretariat.
A copy of all notifications or communications from the Arbitral Tribunal to the parties shall be sent to the Permanent Secretary.
2. All notifications or communications from the Permanent Secretariat and the Arbitral Tribunal shall be made to the last address of the party to whom they are addressed or of its representative, as communicated by that party or by the other party, as the case may be. Notification or communication may be made by delivery with acknowledgement of receipt, by registered letter, by courier service, by electronic means or by any other means of telecommunication in writing.
3. Pleadings, letters and communications emanating from the Permanent Secretariat, the Arbitral

Tribunal or the parties shall be validly transmitted if they are delivered with acknowledgement of receipt or notified by any postal or electronic means in writing.

4. The burden of proof of receipt of any document on the due date lies with the sender.
5. The time limits specified in the Rules begin to run on the day following that on which the notification or communication is deemed to have been made in accordance with article 3, paragraph 3.
6. When, in the country where the notification or communication was deemed to have been made on a certain date, the day following that date is a public holiday or a non-business day, the time limit shall start running on the first business day thereafter.
7. Public holidays and non-business days are included in the calculation of time limits. If the last day of the time limit is a public holiday or a non-business day in the country where the notification or communication was deemed to have been made, the time limit expires at the end of the first following business day.

Article 4 : Binding force of the Rules

1. Unless otherwise agreed by the parties, the Rules and Schedule of Arbitrators' Fees applicable to proceedings administered by the Court shall be those in force on the date of filing of the Request for Arbitration. On the other hand, the Schedule of Administrative Fees is always that in force on the date of filing of the Request for Arbitration.
2. By referring the case to the Court, the parties undertake to abide by the provisions of its Rules of Arbitration, its Annexes and its Rules of Procedure; they may not derogate from them without the Court's written consent. In the event of a conflict between the Rules and a mandatory provision of the law applicable to the arbitration, the latter shall prevail.

CHAPITRE II :

INTRODUCTION OF ARBITRATION PROCEEDINGS

SECTION 1 : INTRODUCTORY PLEADINGS AND JURISDICTION OF THE COURT

Article 5 : Request for Arbitration

1. Any party wishing to have recourse to “CAM” arbitration shall address its request for arbitration (the “Request”) to the Permanent Secretariat by any written means.
2. The Request must contain:
 - a) the full names, capacities, addresses and other contact details of each party;
 - b) the full names, addresses and other contact details of any person(s) representing the Claimant in the arbitration;
 - c) a statement of the nature and circumstances of the dispute giving rise to the claims and the grounds on which they are based;
 - d) the decisions sought as well as the amounts of any quantified claims and, if possible, an estimate of the monetary value of any other claims;
 - e) the relevant agreements, including the arbitration agreement(s) or the legal instrument relating to investments relied on to bring the case before

the Court;

f) if the claims are made pursuant to more than one arbitration agreement, the reference to the arbitration agreement or the investment legal instrument relied on to refer the case to the Court under which each of the claims is made;

g) observations relating to the number of arbitrators and their selection in accordance with the provisions of Articles 13 and 14 of the Rules, as well as any appointment of arbitrators required as a result;

h) any relevant information and any observations or proposals concerning the place of arbitration, the applicable law and the language of arbitration.

3. The claimant is entitled to submit documents in support of his claim.

4. The claimant shall send his request in as many copies as provided for in article 3.1 of the Rules. The request must be submitted together with payment by the claimant of the registration fees set out in Appendix I relating to the schedule of fees.

5. If the claimant does not comply with these obligations, the Permanent Secretariat may set a time limit of a maximum of three (3) months, at the end of which the claim will be dismissed, without this precluding the reintroduction of the same arbitration claim at a later date.

6. The Permanent Secretary acknowledges receipt of the request and, if it complies with the Rules, notifies it without delay to the Claimant(s) and Respondent(s). The Rules and their Annexes, the Rules of Procedure and the list of CAM arbitrators are sent to each of the parties.

Article 6 : Response to the Request

1. The Respondent shall submit, within thirty (30) days of receipt of the Request communicated by the Permanent Secretary, a response hereinafter referred to as the «Response») containing the following:

a) their full names and denominations, titles, addresses and other contact details;

b) the full names and names, addresses, and other contact details of any person(s) representing the Respondent in the arbitration;

c) their comments on the nature and circumstances of the dispute giving rise to the claims and on the basis of them;

d) their position on the decisions requested;

e) comments on the number of arbitrators and their choice in consideration of the proposals made by the claimant and in accordance with the provisions of Articles 13 and 14 of the Rules, as well as any appointment of arbitrators required as a result;

f) observations relating to the place of arbitration, the applicable law and the language of arbitration.

2. The Respondent may submit with the Response any other document or element that they consider appropriate or likely to contribute to an effective resolution of the dispute.

3. The Permanent Secretary may grant the Respondent an extension of time to submit the Response, provided that the request for extension contains the Respondent's observations on the number of arbitrators and their selection, and if necessary, under Articles 13 and 14 of the Rules, an appointment of ar-

bitrator. Failing that, the Court will proceed in accordance with the Rules.

4. The Response shall be submitted to the Permanent Secretary in as many copies as provided for in Rule 2.1 of the Rules of Procedure.

5. The Permanent Secretary shall communicate the Response and the attachments to all other parties.

Article 7 : Counterclaim, Additional Note

1. All counterclaims filed by a defendant must be filed with the Response and contain:

a) a statement of the nature and circumstances of the dispute giving rise to the counterclaims and the basis for them;

b) an indication of the decisions sought as well as the amounts of any quantified counterclaims, and if possible, an estimate of the pecuniary value of any other counterclaims;

c) any relevant agreements, including the arbitration agreement(s) or legal instrument relating to investments invoked to refer the matter to the Court;

d) where counterclaims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim is made or the investment instrument invoked to that effect.

2. The Respondent may submit with the counterclaims any other document or evidence deemed appropriate or likely to contribute to an efficient resolution of the dispute.

3. The Claimant may submit a reply to the counterclaims within thirty (30) days of receipt of the counterclaims from the Permanent Secretary. Before handing

over the file to the Arbitral Tribunal, the Permanent Secretary may extend this period.

Article 8 : Challenge to jurisdiction

1. Where one or more party(ies) raise(s) one or more grounds relating to the jurisdiction of the Court, the existence, validity or scope of the arbitration agreement or the investment instrument invoked by one or more party(ies), the Permanent Secretary shall refer the matter to the Technical Committee for a decision on whether or not to initiate arbitration proceedings under the auspices of the Court.
2. Where the arbitral tribunal has already received the file at the time when one of these objections is raised, it shall have exclusive jurisdiction to rule on them.
3. The other party(ies) shall have a period of fifteen (15) days from notification of the challenge by the defendant(s) to the Permanent Secretary to present any observations they may have on the challenges raised or on the jurisdiction of the Arbitral Tribunal.
4. Where the Technical Committee finds, prima facie, the existence, validity or applicability of an arbitration agreement or of the legal instrument relating to investments invoked by one or more parties, without prejudice to the admissibility or merits of such grounds, it may decide that arbitration shall take place. In this case, it will be for the Arbitral Tribunal to decide on its own jurisdiction.
5. Where one of the parties refuses or abstains from participating in the arbitration or at any stage thereof, the arbitration shall proceed notwithstanding such refusal or abstention.

SECTION 2: COMPLEX PROCEDURES

Article 9 : Intervention

Article 9-1 : Forced intervention

1. The party who wishes to have a third party join the arbitration, hereinafter referred to as the «Intervening Party», shall submit to the Permanent Secretariat a Request for Arbitration against the that Party (the «Request for Intervention»). The date of receipt of the Request for Intervention by the Permanent Secretary shall be considered, for all purposes, as the date of commencement of arbitration against the intervening party.
2. The request for intervention must be made before the Arbitral Tribunal is set up; it is decided by the Technical Committee.
3. Where the request for intervention is made after the setting up of the Arbitral Tribunal, the intervention shall be declared inadmissible, unless the parties and the intervening party agree otherwise and the Arbitral Tribunal admits it, taking into account the progress of the arbitral proceedings.
4. The request for intervention shall contain the same information as that provided in Article 5 of the Rules in respect of the request for arbitration, together with the file reference of the proceedings in which the said intervention is requested.
5. The admissibility of an Application for intervention is subject to the payment of the registration fees provided for in Article 5-4 of the Rules and Annex I relating to the Schedule of Fees.
6. The request for intervention shall be forwarded to the parties by the Permanent Secretariat, bearing in mind that the intervening party shall have a period of thirty (30) days from the notification by the Permanent Secretariat to send it a reply in accordance with the

provisions of Article 5 of the Rules of Procedure. The intervening party's reply shall be forwarded to the applicant for any comments it may have within a short period of time to be fixed by the Permanent Secretary. In addition, the other parties to the arbitral proceedings may also comment on both the request for intervention and the response of the intervening party.

7. The file shall then be forwarded to the Technical Committee or to the Arbitral Tribunal if it has already been set up. The request for intervention must be processed within a maximum period of thirty (30) days from its communication by the Permanent Secretariat. When the decision to admit or reject the request for forced intervention is issued by the Arbitral Tribunal, it can only take the form of a procedural order.

8. Where the request for intervention is found to be well-grounded, any party to the arbitration proceedings shall be free to bring any claim against the forced intervening party. At the same time, the forced intervening party has the right to bring any claim against any party to the proceedings. The filing of an additional claim following a request for intervention, whoever the author may be, may generate an additional provision for arbitration costs by the Permanent Secretary.

9. Where the request for intervention is granted, any arbitrator must update his declaration of independence with regard to the intervening party. Where the admission of a request for intervention results in an arbitrator ceasing to be independent, the request shall be rejected unless all the parties and the other arbitrators agree that the arbitrator should be replaced.

Article 9-2 : Voluntary intervention

1. The request for voluntary intervention shall not be made before the Arbitral Tribunal has been set up.

2. After the constitution of the arbitral tribunal, any vo-

luntary intervention in an arbitration proceeding shall be subject to the prior approval of the parties and the Arbitral Tribunal.

3. Except for the time at which it must be filed, a request for voluntary intervention is subject to the same requirements as a request for forced intervention.

Article 10 : Multi-party proceedings

1. Arbitration between more than two (2) parties may be conducted under the auspices of the Technical Committee.

2. In such multiparty arbitration, each party may bring claims against the other, provided that, in accordance with article 30.7 and article 12.3 of the Rules, no new claim is brought after the Terms of Reference have been signed by the Arbitral Tribunal or approved, as the case may be, by the Court.

3. Any party filing a request in accordance with paragraph 9.1 of the Rules shall provide the information required in Article 5, paragraph 2, subparagraphs c, d, e, and f of the Regulation.

4. Before the file is transferred to the Arbitral Tribunal, the Permanent Secretary must make sure that the parties have submitted their claims in as many copies as there are parties and that the registration fees and the advance for arbitration costs have been paid.

The Permanent Secretary shall also ensure that, *mutatis mutandis*, the counterclaim requirements have been met.

Once a case has been referred to the Arbitral Tribunal, it will determine the procedure to be followed for filing a request.

Article 11: Plurality of contracts

Claims arising out of or in connection with more than

one contract may be filed in the same arbitration proceeding, provided that they are filed pursuant to one or more arbitration agreements relating to the Rules.

Article 12 : Joinder of proceedings

1. The Court may, at the request of one of the parties, join in a single arbitration proceeding, several ongoing arbitrations, subject to the Rules:

a) where the parties have agreed to join, or

b) whether all the claims made in these arbitrations were made under the same arbitration agreement(s), or

c) if, where the claims were not made under the same arbitration agreement(s), the arbitrations involve the same parties and relate to disputes arising out of the same legal relationship, and if the Technical Committee considers that the arbitration agreements are compatible.

2. In deciding on a request for joinder, the Technical Committee may take into account any circumstances it deems relevant, including whether one or more arbitrators have already been confirmed or appointed in several ongoing arbitrations and, where applicable, whether or not the confirmed or appointed arbitrators are the same.

3. Where arbitration proceedings are joined, they shall be joined in the proceedings which were initiated first, unless all parties agree otherwise. However, new Terms of Reference must be issued to ensure that claims from the other arbitration procedure(s) are not considered as new claims.

SECTION 3 : ARBITRAL TRIBUNAL

Article 13: Constitution of the Arbitral Tribunal

Article 13-1 : Procedures for the constitution of the arbitral tribunal

Disputes are settled by one or three arbitrators in accordance with the will of the parties.

- a) Where the parties have not fixed the number of arbitrators and have not reached agreement on the number of arbitrators, the Technical Committee shall propose a sole arbitrator unless the dispute appears to require a three-member Arbitral Tribunal.
- b) In the latter case, the Claimant(s), as well as the Respondent(s), shall appoint an arbitrator within twenty (20) days of notification of the Technical Committee's decision. If either party fails to appoint a co-arbitrator within the above-mentioned period, such co-arbitrator shall be appointed by the Technical Committee.
- c) When the Technical Committee, in the absence of agreement between the parties, decides that the dispute will be settled by three arbitrators, it appoints the third arbitrator who shall act as presiding Arbitrator of the Arbitral Tribunal, unless all parties expressly agree otherwise. The other two arbitrators shall be appointed by the parties in accordance with the provisions of paragraph 2 of this Article 13-1.

Article 13-2 : Sole arbitrator

When the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may appoint such arbitrator by mutual agreement, subject to confirmation by the Technical Committee. In the absence of agreement between the parties within twenty (20) days of receipt of notification of the request to the other party or parties, or within any further period

granted by the Permanent Secretary, the sole arbitrator shall be appointed by the Technical Committee.

Article 13-3 : Collegial tribunal

a) When the parties have agreed that the dispute will be resolved by three (3) arbitrators, each of the parties, respectively in the Request and in the Response, shall appoint one arbitrator for confirmation. If one of the parties fails to do so and if twenty (20) days after notification by the Permanent Secretary of an invitation to appoint an arbitrator such party is still silent, the appointment shall be made by the Technical Committee.

b) When the dispute is referred to three (3) arbitrators, the third arbitrator, who shall preside over the Arbitral Tribunal, shall be appointed by the Technical Committee, unless the parties have agreed on another procedure, in which case the appointment shall be subject to confirmation in accordance with the provisions of Article 15 of the Rules.

c) If no appointment has been made within the twenty (20) days of the confirmation or appointment of the co-arbitrators or any other period as may be agreed upon by the parties or set by the Technical Committee, the third arbitrator shall be appointed by the Technical Committee.

d) In the event of multiple Claimants or Respondents and if the dispute is submitted to three (3) arbitrators, the Claimants jointly and the Respondents jointly shall appoint an arbitrator for confirmation, in accordance with Article 15 of the Rules.

e) In the event of multi-party arbitration and where the parties' claims do not allow them to be grouped into a homogeneous block of Claimants and Respondents, the entire Arbitral Tribunal is appointed by the Technical Committee, unless all the parties agree otherwise.

f) When the arbitration involves an intervening

party and the dispute is submitted to three arbitrators, if the Arbitral Tribunal has not yet been constituted, the intervening party may, jointly with the Claimant(s) or the Respondent(s), appoint an arbitrator for confirmation in accordance with Article 15 of the Rules.

Article 14: Independence and impartiality of the arbitrator

1. Every arbitrator must be and remain impartial and independent of the parties involved.
2. Before his appointment or confirmation, the prospective arbitrator signs a declaration of acceptance, availability, impartiality and independence. He shall inform the Permanent Secretary in writing of any facts or circumstances which might be of such a nature as to call into question his independence in the minds of the parties, as well as any circumstances which might give rise to reasonable doubts as to his impartiality.
3. The Permanent Secretary shall communicate this information in writing to the parties and set a deadline for them to submit any observations.
4. The arbitrator shall immediately inform the Permanent Secretary and the parties in writing of any facts or circumstances of the same nature as those referred to in article 14 (2) of the Rules concerning his impartiality or independence which may arise during the arbitration.
5. By accepting his mission, the arbitrator undertakes to carry it out until its completion in accordance with the Rules.
6. In order to enable prospective or confirmed arbitrators to make an accurate declaration of independence, each party must, as soon as possible, inform the Permanent Secretariat, the Arbitral Tribunal and the other parties of the existence and identity of any third party having entered into an agreement for the

financing of its claims or defenses and under which it would have an economic interest in the outcome of the arbitration.

Article 15: Appointment and Confirmation of Arbitrators by the Technical Committee

1. For the purpose of appointing or confirming an arbitrator, the Technical Committee shall take into account the arbitrator's place of residence and any connection with the parties and other arbitrators, as well as the arbitrator's availability and suitability to conduct the arbitration in accordance with the Rules. The Technical Committee also takes into account any reservations expressed by the parties.
 2. Where the Technical Committee appoints the sole arbitrator or the presiding arbitrator of the Arbitral Tribunal and the parties are of different nationalities, that sole arbitrator or presiding arbitrator shall not have the nationality of one of the parties. However, if the circumstances warrant it and neither of the parties objects within the time limit set by the Permanent Secretary, the sole arbitrator or the president of the arbitral tribunal may be a national of the same country as one of the parties.
 3. If the arbitration is based on or arises from an investment protection instrument, and unless otherwise agreed by the parties, no arbitrator may have the same nationality as a party to the arbitration.
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Article 16 : Challenge of arbitrators

1. A request for recusal based on an alleged lack of impartiality or independence or on any other ground shall be made by submitting to the Permanent Secretary a written statement specifying the facts and circumstances on which the request is based.
2. Such request must be submitted by a party, under penalty of foreclosure, either within fifteen

(15) days of receipt by the party of notification of the appointment or confirmation of the arbitrator, or within fifteen (15) days after the date on which the party introducing the recusal was informed of the facts and circumstances relied on in support of its request for recusal, if this date is subsequent to receipt of the above-mentioned notification.

3. The Technical Committee shall rule on the admissibility and, where appropriate, on the merits of the request for recusal, after the Permanent Secretary has given the arbitrator concerned, the other parties and any other member of the Arbitral Tribunal, if any, the opportunity to submit their observations in writing within the time limit he has set. These observations are communicated to the parties and the arbitrators.

Article 17 : Replacement of arbitrators

1. An arbitrator may be replaced in the event of death, resignation, recusal or a request by all parties accepted by the Technical Committee.

2. An arbitrator may also be replaced on the initiative of the Technical Committee, if it finds that the arbitrator is prevented de jure or de facto from fulfilling his duties, or that the arbitrator is not fulfilling his duties in accordance with the Rules or within the prescribed time limits.

3. Where the replacement of an arbitrator is an initiative of the Technical Committee, the Technical Committee shall not take its decision until it has allowed the arbitrator concerned, the parties and the other members of the Arbitral Tribunal to submit their observations in writing within a reasonable time. These comments shall be communicated to the parties, the arbitrators and the Permanent Secretary.

4. In the event of the replacement of an arbitrator, the appointment of the new arbitrator shall be made in accordance with the method initially used to appoint the arbitrator replaced, the Technical Committee

being able to intervene only in a supplementary capacity in the event of disagreement between the parties or inertia on the part of one of them, as the case may be.

5. Once reconstituted, the Arbitral Tribunal shall decide, after inviting the parties to submit their observations, whether and to what extent the previous proceedings shall be resumed.

Article 18: Arbitral Secretary

1. The Arbitral Tribunal may, by unanimous vote of its members, at any stage of the arbitral proceedings, submit to the Parties its intention to appoint an Arbitral Secretary, whose identity it shall specify and whose mission shall be determined in advance.

2. The Arbitral Secretary must complete a declaration of independence and impartiality, and his appointment must be expressly accepted by the Parties in writing.

3. The dismissal or replacement of the Secretary of the Arbitral Tribunal shall take place under the same conditions as those applicable to the arbitrator, i.e. in accordance with Article 17.

4. The Secretary of the Arbitral Tribunal may only perform the administrative tasks delegated to him by the Arbitral Tribunal. He acts under the sole responsibility of the Arbitral Tribunal and has no jurisdictional function.

5. The Secretary of the Arbitral Tribunal may attend all hearings but may not make any speeches unless requested to do so by the President of the Arbitral Tribunal. He may not attend any deliberations.

6. For the sole purpose of accomplishing his mission, he may contact the Parties and/or their counsel on the instructions of the President of the Arbitral Tribunal.

7. The fees of the Arbitral Secretary shall be fixed by mutual agreement between the Arbitral Tribunal and the Arbitral Secretary, and the amount thereof shall be communicated to the Permanent Secretary.

8. The costs incurred by the Arbitral Secretary with the agreement of the Arbitral Tribunal in carrying out his mission as well as his fees shall be paid to him directly by the Arbitral Tribunal. They shall be borne by the Arbitral Tribunal.

9. The fees and expenses of the Secretary of the Arbitral Tribunal shall not be included in the costs of the arbitration.

10. The Arbitral Tribunal shall continue its mission without delay and until its completion notwithstanding any difficulty or impediment concerning the Arbitral Secretary.

SECTION 4 : DEPOSIT FOR ARBITRATION COSTS

Article 19 : Definition of Arbitration Costs

Arbitration costs refer to all costs incurred in connection with the arbitration proceedings, in particular the registration fees for the Request for Arbitration, the fees of the Arbitral Tribunal, the administrative costs of the Court, the disbursements incurred by the Arbitral Tribunal and the Court in the performance of their duties, any disbursements of witnesses, the fees and disbursements of experts and counsel for the Parties, and the costs relating to the registration and enforcement of the award.

Article 20 : Setting the deposit for arbitration costs

1. The Permanent Secretary, after consulting the Technical Committee, shall determine the amount of the deposit required to cover the arbitrators' fees,

disbursements and administrative expenses incurred in connection with the claims submitted to him, in accordance with the schedule of fees set out in Annex I.

2. This deposit may be adjusted if the financial stakes of the dispute increase or if new elements justify it. In such a case, the Permanent Secretary, after consulting the Technical Committee, will set an additional provision.

3. If a party raises a set-off objection to a claim, this set-off objection is taken into account in calculating the deposit for arbitration costs, in the same way as a separate claim, when it is likely to lead the Arbitral Tribunal to examine additional issues.

Article 21 : Payment of the deposit for arbitration costs

Article 21-1 : Common provisions

a) Deposits shall be made with the Permanent Secretariat of the Court, which will issue a receipt.

b) The deposit is due in equal shares by the Claimant and the Respondent. If there is more than one Claimant or Respondent, the share payable by the Claimant and Respondent shall be divided equally between them, unless the Parties agree otherwise.

c) In the presence of several Claimants or Respondents, payment of the advance for one of these groups may be made by only one of the members of said group.

d) Where one of the Parties fails to pay its share of the deposit, one or more of the other Parties shall substitute for such failure and pay the said share.

e) Where a Party is unable to pay the full amount of the deposit, it may submit to the Technical Committee for its consideration, the constitution of a personal or real security, the realization of which may be used to

pay the balance.

Article 21-2 : Separate provisions

- a) Separate provisions for the main claim and for the counterclaim(s) may be fixed by the Court if a Party so requests.
 - b) In this case, the Parties are only required to pay the deposit corresponding to their request.
 - c) Only claims for which the deposit has been paid may be forwarded to the Arbitral Tribunal. Similarly, only additional claims for which the additional deposit has been paid may be examined by the Arbitral Tribunal.
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Article 22 : Failure to pay the deposit

- 1. The payment of the deposit is a prerequisite for the submission of the file to the Arbitral Tribunal.
- 2. When a demand for a provisional payment related to one or more requests is not satisfied, the Permanent Secretariat may, after consulting the Arbitral Tribunal, invite the Tribunal to suspend its activities and set a time limit which may not be less than fifteen (15) days, at the end of which the requests to which this provision corresponds shall be considered withdrawn.
- 3. Where the party concerned intends to object to this measure, it must request, within the above time limit, that the matter be examined by the Technical Committee.
- 4. Such withdrawal does not deprive the party concerned of the right to reintroduce the same application at a later date in another procedure. The costs of registering the request shall be retained by the Court.

CHAPITRE III :

INTRODUCTION OF ARBITRATION PROCEEDINGS

SECTION 1 : ORGANISATION OF THE ARBITRATION PROCEDURE

Article 23 : Referral of the file to the Arbitral Tribunal

The case is referred to the Arbitral Tribunal after full payment of the deposit(s).

Article 24 : Representation of the Parties

1. The parties may be represented by any person they consider suitable to defend their rights. Each party must, as soon as possible, inform the Permanent Secretariat, the Arbitral Tribunal and the other parties of any change in its representation.
2. Once constituted, and after having given the parties the opportunity to comment in writing within a suitable period of time, the Arbitral Tribunal or the Technical Committee may take any measure necessary to prevent a change in a party's representation from exposing an arbitrator to a conflict of interest, including the exclusion of new representatives of parties from participating in all or part of the arbitral proceedings.
3. At any time after the commencement of the arbitration, the Arbitral Tribunal or the Permanent Secretariat may require proof of the power of authority of any party's representative.

Article 25 : Seat of Arbitration

1. The seat of arbitration shall be determined in the arbitration agreement or by subsequent agreement. In the absence of agreement between the parties, the seat of arbitration shall be determined by the Technical Committee.
2. The Arbitral Tribunal may, after consulting the parties, hold hearings and meetings at any other place it deems appropriate, unless the parties have agreed otherwise.
3. The Arbitral Tribunal may deliberate at any place it considers appropriate.

Article 26 : Language of the Arbitration

The language of the arbitration shall be chosen by the parties, and in the absence of agreement between the parties, the Arbitral Tribunal shall choose the language or languages of the arbitral proceedings, taking into account all relevant circumstances, including the language of the contract.

Article 27 : Rules applicable to the procedure

Proceedings before the Arbitral Tribunal are governed by the Rules and, in the absence of such Rules, by the rules determined by the parties or, failing that, by the Arbitral Tribunal, with or without reference to a national procedural law applicable to the arbitration.

Article 28 : Rules applicable to the merits

1. The parties are free to choose the rules of law that the Arbitral Tribunal should apply to the merits of the dispute. In the absence of a choice by the parties of the applicable rules of law, the Arbitral Tribunal

shall apply the rules of law it deems appropriate.

2. The Arbitral Tribunal shall take into account the provisions of the contract between the parties, if any, and all relevant trade practices.
3. The Arbitral Tribunal shall not rule as amiable compositeur, or decide ex aequo et bono, unless the parties have agreed to invest him with such powers.

Article 29 : Conduct of the Arbitration

1. The Arbitral Tribunal and the parties shall make every effort to conduct the arbitration proceedings expeditiously and cost-effectively, having regard to the complexity and stakes of the dispute.
2. To ensure the efficient management of the proceedings and after consulting the parties, the Arbitral Tribunal shall adopt procedural measures as it deems appropriate.
3. At the request of a party, the Arbitral Tribunal may make orders concerning the confidentiality of the proceedings or any other matter relating to the arbitration and take any measure to protect trade secrets and confidential information.
4. In all cases, the Arbitral Tribunal shall conduct the proceedings in a fair and impartial manner and shall ensure that each party has had an opportunity to be sufficiently heard.

The parties undertake to comply with any order made by the Arbitral Tribunal.

Article 30 : Terms of Reference

1. From the date of receipt of the file, the Arbitral Tribunal shall convene the parties to a pre-hearing conference within thirty (30) days, during which it shall draw up the Terms of Reference. The Technical Committee may, upon a justified request from the

Arbitral Tribunal, or on its own initiative if it deems it necessary, extend this time limit.

2. After consulting the parties, the Arbitral Tribunal will decide whether the pre-hearing conference will be held in person, by teleconference or by videoconference.

3. The Terms of Reference shall include the following:

a) the full names, capacities, addresses and other contact details of each of the parties and of any person(s) representing a party in the arbitration;

b) the addresses where any notifications or communications may validly be made during the arbitration;

c) the full names, addresses and other contact details of each of the arbitrators;

d) the place of arbitration;

e) the language of the arbitration;

f) details of the rules applicable to the proceedings;

g) details of the rules applicable to the merits of the case, including, where applicable, a reference to the powers granted to the Arbitral Tribunal to rule as amiable compositeur or to decide ex aequo et bono ;

h) rules of evidence;

i) a summary of the parties' claims and the decisions requested by each of them, as well as the amount of any quantified claim and, as far as possible, an estimate of the pecuniary value of any other claim;

- j) the list of contentious issues to be resolved;
 - k) the provisional timetable for the proceedings, setting out the dates for the submission of any briefs deemed necessary, the date(s) for the hearing of witnesses and the date of the hearing;
 - l) the sanctions to be applied by the Arbitral Tribunal in the event of failure to comply with the time limits set out in the Provisional Timetable, which may be amended by the Arbitral Tribunal after obtaining the parties' observations;
 - m) the signature of the members of the Arbitral Tribunal and of the parties or their representatives, if any, on the Terms of Reference.
4. The Arbitral Tribunal shall transmit a draft Terms of Reference to the Parties and to the Permanent Secretariat for their respective observations within a period of eight (8) days prior to the holding of the pre-hearing conference.
5. The Parties or their duly authorized representatives are also invited to sign the Terms of Reference, on which they may mention any reservations. The Terms of Reference shall be signed by all members of the Arbitral Tribunal or by the President of the Arbitral Tribunal if he has received a delegation of powers from one or more of the co-arbitrators for this purpose.
6. Where one of the parties refuses to participate in the drawing up of the Terms of Reference or to sign them, they shall be submitted to the Technical Committee for approval. Once the Terms of Reference have been signed in accordance with this article or approved by the Technical Committee, the arbitration procedure shall continue.
7. Once the Terms of Reference have been signed, or approved by the Technical Committee, the parties may not make any new claims outside the scope of

the Terms of Reference, unless authorized by the Arbitral Tribunal, which shall take into account the nature of such new claims, the progress of the proceedings and any other relevant circumstances.

Article 31 : Confidentiality

1. Arbitral proceedings conducted under the Rules are confidential, except where the Court is seized under a legal instrument relating to investments prescribing public proceedings or subject to another enactment providing for such public proceedings.
2. When the Court is seized on the basis of an investment instrument, third parties to the proceedings, without having a right of access to the file, may submit *amicus curiae* reports in order to provide clarification to the Arbitral Tribunal. The admissibility and consideration of this report is at the discretion of the Arbitral Tribunal.
3. The work and meetings of the Court relating to the administration of the arbitral proceedings shall be subject to this confidentiality. This confidentiality applies to documents submitted to the Court or drawn up by it in the course of the proceedings it administers.
4. Unless otherwise agreed by all Parties, the Parties and their counsel, arbitrators, experts and all persons associated with the arbitration proceedings shall maintain confidentiality with respect to the existence and conduct of such proceedings. The information and documents that are produced during these proceedings as well as the arbitral awards are also covered by confidentiality.
5. Arbitral awards may be published with the written consent of the Parties.
6. Any contravention of the foregoing provisions may be the subject of a claim for compensation, without prejudice to the penalties applicable in accor-

dance with the applicable texts.

7. In the case of arbitration proceedings initiated on the basis of a legal instrument relating to investments, any party able to justify a legitimate interest may submit to the Arbitral Tribunal a motivated request for the waiver of confidentiality.

8. The Arbitral Tribunal shall give the parties a period within which to submit their observations on this request. On the expiry of that period, the Arbitral Tribunal shall decide whether to waive this confidentiality. This waiver may be total or limited to certain aspects and documents of the procedure.

9. Without seeking agreement of the parties, the Court is authorized to publish extracts from the arbitral awards without mentioning the elements that would identify the Parties, or the dispute giving rise to the award, two years after the award was rendered.

10. The Chairman of the Technical Committee may authorize researchers carrying out work of an academic nature to take cognizance of awards and other documents of general interest in an anonymous form, with the exception of memoranda, notes, communications and documents submitted by the parties in the course of arbitration proceedings.

11. The granting of such authorization is subject to the undertaking by the beneficiary to respect the confidential nature of the documents communicated, and not to proceed with any publication based on the content of these documents without having first submitted the text to the Technical Committee for approval.

SECTION 2 : CONDUCT OF THE ARBITRATION PROCEEDINGS

Article 32 : Promptness and loyalty of the parties

1. The parties undertake to act promptly and fairly in the conduct of the arbitral proceedings and to refrain from any delaying tactics.
2. Any party who knowingly continues the arbitration by failing to invoke an irregularity without delay shall be deemed to have waived the right to invoke it.

Article 33 : Examination of the case

1. The Arbitral Tribunal shall hear the case as soon as possible by all appropriate means.
2. The Arbitral Tribunal may decide to hear witnesses, experts appointed by the parties, or any other person, in the presence of the parties, or in their absence, provided that the parties have been duly summoned.
3. The Arbitral Tribunal may, either at the request of the parties or after consulting them, appoint one or more experts, define their missions and receive their reports.
4. If one of the parties so requests, that party must be given the opportunity to question any expert so appointed at a hearing.
5. At any time during the proceedings, the Arbitral Tribunal may request the parties to adduce additional evidence.
6. The Arbitral Tribunal may decide to rule on the dispute based only on documents submitted by the parties, unless one of the parties requests a hearing.

Article 34 : Hearing of the Arbitral Tribunal

1. A hearing must be held if one of the parties so requests or, failing this, if the Arbitral Tribunal decides of its own motion to hear the parties. When a hearing is to be held, the Arbitral Tribunal shall summon the parties to appear before it, within a reasonable time, on the day and at the place fixed by the Tribunal.
2. The Arbitral Tribunal may decide, after consultation with the parties and on the basis of the relevant facts and circumstances of the case, that any hearing shall be conducted physically or remotely by videoconference, telephone or other appropriate means of communication.
3. Where a party, although duly summoned, fails to appear without a valid excuse, the Arbitral Tribunal shall have the power to hold the hearing nevertheless.
4. The Arbitral Tribunal shall regulate the conduct of hearings at which all parties are entitled to be present. The parties shall appear in person or through one or more duly authorized representatives.
5. Unless agreed by the Arbitral Tribunal and the parties, hearings shall not be open to persons not involved in the proceedings, except where provided for in the investment instrument on the basis of which the case was referred to the Court. However, at the request of one or more of the parties, the Arbitral Tribunal may exclude certain elements from public hearings where this is necessary to protect a legitimate interest such as intellectual property or national defense secrets.

Article 35 : Conservatory and Interim Measures

1. Unless otherwise agreed by the parties and at the request of one of them, the Arbitral Tribunal may,

as soon as it receives the file, order any conservatory or interim measure it deems appropriate, with the exception of precautionary seizures and judicial securities. It may make them subject to the provision of adequate guarantees by the Claimant.

2. The measures provided for in this article shall be taken in the form of a motivated order or in the form of an award, as the Arbitral Tribunal deems appropriate.

3. Before the file is handed over to the Arbitral Tribunal, and even afterwards if the circumstances so require, the parties may apply to any competent judicial authority for interim or conservatory measures.

4. Application to a competent judicial authority to obtain such measures or to enforce similar measures taken by an Arbitral Tribunal does not contravene or constitute a waiver of the arbitration agreement or prejudice the jurisdiction of the Arbitral Tribunal in this respect. Such a request, as well as any measures taken by the judicial authority, shall be brought without delay to the attention of the Permanent Secretary, if the matter is not yet before the Arbitral Tribunal, and conversely directly to the attention of the latter when the matter is already before it.

Article 36 : Closure of Hearings and Submission of the Draft Award

1. At the end of the last hearing on the issues to be decided in the final award, or at the end of the presentation of the last written submissions relating to these issues, if later, the Arbitral Tribunal shall declare the proceedings closed, with the exception of the arbitration costs.

2. The Arbitral Tribunal shall also indicate the date by which it intends to submit its draft award to the Court for approval in accordance with article 42 of the Rules.

3. After the close of the hearing, no arguments or

written submissions may be made and no additional evidence may be adduced in relation to the issues to be decided in the award, except at the request or with the authorization of the Arbitral Tribunal.

4. The Arbitral Tribunal may, at the request of one or more of the parties or on its own initiative, reopen the hearings or request a note for deliberation within the time limit and in the form previously set by the Arbitral Tribunal.

5. When a party requests a postponement of the deliberations, the Tribunal must ask the other parties for their observations before making a decision.

Article 37 : Emergency Arbitrator

1. Any party seeking urgent interim or conservatory measures that cannot await the constitution of an Arbitral Tribunal («Emergency Measures») may file a request to that effect in accordance with Annex II on the Emergency Arbitrator.

2. Such a request is admissible only if the Permanent Secretariat has received it before the file is submitted to the Arbitral Tribunal in accordance with Article 22 of the Rules, whether or not a request has been filed by the Claimant.

3. The emergency arbitrator renders his decision in the form of an award. The parties undertake to comply with any decision rendered by the Emergency Arbitrator.

4. The Arbitral Tribunal shall decide any claim by a party relating to the emergency arbitrator's proceedings, including on cost-sharing, and any claim arising out of or in connection with the enforcement or non-enforcement of the award.

5. The Arbitral Tribunal is not bound by the decisions taken by the Emergency Arbitrator.

6. The Emergency Arbitrator provisions do not apply if:

- a) the parties have agreed to exclude the application of the Emergency Arbitrator provisions, or
- b) The arbitral proceedings are initiated based on a provision of an investment protection instrument.

7. The provisions relating to the Emergency Arbitrator do not prevent the parties from seeking the granting of urgent interim or conservatory measures from any competent judicial authority at any time before the submission of a request for such measures in accordance with the Rules and even thereafter if the circumstances so permit.

8. The referral to a competent judicial authority to obtain such measures does not contravene the arbitration agreement and does not constitute a waiver thereof. Such a request, as well as any measures taken by the competent judicial authority, shall be brought to the attention of the Permanent Secretary without delay.

Article 38 : Expedited procedure

1. By agreeing to have recourse to arbitration under the Rules, the parties accept that the present Article 38 of the Rules and Annex III relating to the Expedited Procedure shall prevail over any stipulation of the arbitration agreement.

2. The Expedited Procedure Rules apply if:

- a) the amount in dispute does not exceed fifty million (50,000,000) CFA francs as set by the provisions of Annex III relating to Expedited Arbitration, or;
- b) the parties agree.

3. Notwithstanding the provisions of Article 38.1 and 38.2 of the Rules, the Expedited procedure does not apply if:

a) the parties have agreed to exclude the application of the provisions relating to the expedited procedure, or;

b) the Technical Committee shall deem, at the request of a party or ex officio, before the constitution of the Arbitral Tribunal, that it is inappropriate, in the circumstances, to apply the provisions relating to the expedited procedure.

CHAPITRE IV : **THE AWARD**

Article 39: Time limit for the issuance of the award

The Arbitral Tribunal shall render its final award within forty-five (45) days from the close of the proceedings, unless extended ex officio or at the request of the Arbitral Tribunal by the Technical Committee.

Article 40 : Drafting of the award

1. In addition to the dispositive part, the arbitral award must contain the following information:

- a) the full name(s) of the arbitrator(s) who made the award;
- b) the date of the award;
- c) the seat of the Arbitral Tribunal;
- d) the full names of the parties, together with their domicile or registered office;
- e) the full names of counsel or any other person who has represented or assisted the parties, where applicable;

f) the statement of the parties' respective claims, their pleas in law and the stages of the proceedings.

2. Where the Arbitral Tribunal consists of three arbitrators, the award shall be made by majority vote.

3. The award shall be signed by all members of the Arbitral Tribunal. However, the refusal of one or more arbitrators to sign shall not affect the validity of the award.

4. Any member of the Arbitral Tribunal may submit a dissenting opinion to the Permanent Secretariat to be attached to the draft award for review by the Technical Committee. In any event, the dissenting opinion may be attached to the award if the Technical Committee deems it necessary.

5. Awards are deemed to have been made at the seat of the Arbitral Tribunal and on the date of their signature..

Article 41 : Award by consent of the parties

Where the parties settle during the arbitral proceedings, they may request the Arbitral Tribunal to have this settlement recorded in the form of an award rendered by consent of the parties, subject to enforcement.

Article 42 : Preliminary examination of the draft award

1. Any draft award, whatever its subject, shall be transmitted to the Permanent Secretariat, who shall submit it to the Technical Committee for prior examination.

2. The Technical Committee has thirty (30) days to examine the draft award and to forward any observa-

tions it may have to the Permanent Secretariat for immediate transmission to the Arbitral Tribunal. However, this period is reduced to ten (10) days for awards concerning interim and conservatory measures made by a sole arbitrator, an Arbitral Tribunal or an Emergency Arbitrator.

3. The Technical Committee may propose editorial amendments; its observations may not have the effect of altering the substance of the draft award. It may, without prejudice to the Arbitral Tribunal's freedom of decision, draw its attention to any points likely to affect the validity of the award and compliance with the Rules, as well as to any formal requirements.

4. No award shall be issued by the Arbitral Tribunal without the prior approval of the Technical Committee.

Article 43 : Decision on Arbitration Costs

1. In its final award, the Arbitral Tribunal shall decide on the amount of costs for which no deposit was made and shall liquidate those for which a deposit was made, whose amount was previously communicated to the Tribunal by the Court.

2. In its final award, the Arbitral Tribunal shall also rule on the breakdown of all costs between the parties, who shall be responsible for payment between themselves when enforcing the award.

3. When deciding on costs, the Arbitral Tribunal may take into account any circumstances it considers relevant, including the extent to which each party conducted the arbitration fairly, expeditiously and cost-effectively.

4. The Arbitral Tribunal shall also take into account the reasonableness and justification of any fees and expenses incurred by the parties' counsel.

5. Where all claims are withdrawn or the arbitration

is terminated before a final award is made, the Technical Committee shall fix the fees and expenses of the arbitrators and the administrative costs of the Court.

6. Where the parties have not agreed on sharing the costs of the arbitration or on other relevant matters relating to costs, these shall be decided by the Arbitral Tribunal.

7. If the Arbitral Tribunal has not yet been constituted at the time of the withdrawal of the claims or the termination of the arbitration, any party may request the Court to proceed with the constitution of the Arbitral Tribunal in accordance with the Rules so that it may decide on costs.

8. Where circumstances make it necessary, the Technical Committee may fix the fees of the Arbitral Tribunal at an amount higher or lower than the amount which would result from the application of the schedule, taking into account the complexity of the case and the diligence of the arbitrators.

9. Any agreement entered into between the parties and the Arbitral Tribunal, without the prior written authorization of the Technical Committee, the purpose or effect of which is to depart from the scale set out in Annex I relating to the scale of costs, shall be null and void. The arbitration costs thus fixed may not be liquidated in the final award.

10. At the end of the proceedings, the Permanent Secretary shall notify the parties of the final account of the arbitration costs and, where appropriate, return the balance to the parties.

Article 44 : Conservation and Notification of Award

1. An original of each award rendered shall be deposited with and preserved by the Permanent Secretariat of the Court.

2. The Permanent Secretary shall notify the award to the parties after ascertaining that all arbitration costs due to the Court have been paid.
3. Additional copies, certified by the Permanent Secretary, shall be delivered at any time to the parties who so request, and to the parties only.

Article 45 : Correction and Interpretation of Award

1. The Arbitral Tribunal may ex officio correct any clerical, computational or typographical error or any error of a similar nature contained in the award, provided that such correction is submitted to the Technical Committee for approval within thirty (30) days of notification of the award by the Permanent Secretary in accordance with article 44 of the Rules.
2. Any request by a party for interpretation, rectification of omissions or material errors in an award must be addressed to the Permanent Secretariat within thirty (30) days of notification of the award.
3. The Permanent Secretary shall promptly communicate this request to the Arbitral Tribunal and to the opposing parties, giving them a period of thirty (30) days in which to submit their observations to the Arbitral Tribunal and to the applicant for rectification and interpretation.
4. The Arbitral Tribunal which rendered the award subject to the request is required to rule on this request within thirty (30) days of the notification of the observations or of the expiry of the thirty (30) day period referred to above. The decision to correct or interpret the award is given in the form of an addendum, which forms an integral part of the award.
5. Any request by a party for the issuance of an additional award on claims made in the course of the proceedings and on which the Arbitral Tribunal has

failed to rule must be filed with the Permanent Secretariat within thirty (30) days of receipt of the award by that party. The decision to grant the application under paragraph 2 of this article shall be made in the form of an additional award.

6. Where it is manifestly impossible for the Arbitral Tribunal to meet, the Technical Committee shall appoint a new Arbitral Tribunal as soon as possible and after receiving observations from the Parties.

7. The draft award must be sent to the Permanent Secretary for the preliminary examination provided for in article 42 of the Rules.

8. The foregoing procedure does not entail the payment of additional fees, except in the case of the appointment of a new Arbitral Tribunal. Costs, if any, shall be borne by the requesting party if the claim is rejected in its entirety. Otherwise, they are shared between the Parties in the proportion fixed for arbitration costs in the award which is the subject of the request.

Article 46 : Enforcement of Award

1. Arbitral awards rendered pursuant to the Rules are not subject to appeal, except for those expressly provided for by the law applicable to the arbitration and which the Parties have not waived when such waiver is possible.

2. Any arbitral award is binding on the parties. By submitting their dispute to the CAM-CCIMA Arbitration Rules, the parties undertake to execute the award to be made without delay.

3. The Arbitral Tribunal may, by a motivated decision, if deemed justified and at the request of one of the parties, order provisional execution of the award.

CHAPITRE V : **FINAL PROVISIONS**

Article 47 : General rule

In all cases not expressly referred to above, the Court and the Arbitral Tribunal shall proceed on the basis of these Rules and shall make every effort to ensure that the award is subject to legal sanction.

Article 48 : Limitation of Liability

1. The Court declines all responsibility for any failure on the part of an arbitrator appointed or confirmed by the Court within the course of an arbitration administered by the arbitrator.
 2. The Court cannot be held liable for the fault committed by its organs and one of its employees in the administration of arbitration proceedings, except in the case of gross negligence.
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Article 49 : Dispute Resolution

Any dispute with the Court shall be subject to a prior attempt at mediation. If mediation fails, the dispute will be settled by the competent courts of Douala, applying Cameroonian law.

Article 50 : Amendment or revision of Regulations

The present Rules may be amended or revised whenever necessary.

Article 51: Commencement

The present Rules shall enter into force as from their adoption by the Board of Directors.



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COURT OF ARBITRATION AND MEDIATION

OF THE CAMEROON CHAMBER OF COMMERCE,
INDUSTRY, MINES AND CRAFTS

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