



**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

IN THE VERSION OF
05 NOVEMBER 2024

IMPRINT

Publisher: Court of Arbitration and Mediation of the Chamber of Commerce, Industry, Mines and Craft, Linguistic Center, Doula

Graphics: Agence Jupiter, Douala
(www.agencejupiter.com)

Of the various languages in which the CAM-CCIMA Rules were translated, the English and French versions are the only official texts.

CAM-CCIMA Rules, 2024
1st edition (November 2024)

CAM-CCIMA RULES

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

MEDIATION RULES76

CHAPITRE I : GENERAL PROVISIONS77

Article 1: Purpose.....	77
Article 2: Definitions	77
Article 3: Mission of the Court.....	77
Article 4: Scope of application	78

CHAPITRE II : MEDIATION PROCESS79

Article 6: Request for Mediation	79
Article 7: Response to the Request for Mediation.....	80
Article 8: Mediation costs.....	80
Article 9: Designation / Appointment of the mediator	81
Article 10: Terms of engagement of the mediator.....	83
Article 11: Incompatibilities	83
Article 12: Conduct of Mediation	84
Article 13: Role of the Mediator	85
Article 14: Representation and Obligations of the Parties	85
Article 15: Confidentiality	86
Article 16: Duration of mediation	87
Article 17: Termination of Mediation.....	88
Article 18: Agreement resulting from mediation	89

CHAPITRE III : MISCELLANEOUS PROVISIONS 89

Article 19 : Limitation of Liability	89
Article 20 : Dispute Resolution.....	90
Article 21: Commencement	90

ANNEX: MEDIATION FEE SCHEDULE91

RULES OF THE COURT AS APPOINTING AUTHORITY 94

Article 1: General provisions.....	95
Article 2: The request	95
Article 3: Appointment and Proposal of Arbitrators, Mediators	

or Experts	97
Article 4: Challenge/Removal of an Arbitrator, Mediator or Expert	99
Article 5: Waiver of liability.....	99
Article 6: Code of Ethics	100
Article 7: Dispute Resolution	100

CODE OF ETHICS102

Article 1 : Purpose.....	103
Article 2: Binding force and objectives of the Code	103
Article 3: Guiding Principles	104
Article 4: Independence and impartiality	104
Article 5: Confidentiality	105
Article 6: Skills and qualifications	106
Article 7: Timeliness	107
Article 8: Parties and their counsel	107
Article 9: Third-party funders	108
Article 10: Enforcement and sanctions.....	108
Article 11: Commencement	110

MODEL CLAUSES112

MODEL ARBITRATION CLAUSE.....	113
MODEL MEDIATION CLAUSE	114
MODEL CLAUSE DESIGNATING CAM-CCIMA AS APPOINTING AUTHORITY	115



RULES OF THE COURT AS APPOINTING AUTHORITY

Article 1: General provisions

1. The present Rules govern the modalities of intervention of the Court of Arbitration and Mediation of the Cameroon Chamber of Commerce, Industry, Mines and Crafts, hereinafter referred to as “the Court” or “CAM-CCIMA”, as the authority for proposing or appointing arbitrator(s), mediator(s) or expert(s).
2. The Court acts as proposing or appointing authority when so designated by an arbitration agreement, a mediation agreement or by any other act whatsoever.
3. The Court also acts as appointing authority when the request concerns the CCIMA, its President or any other CCIMA official.
4. The proposal or appointment of one or more arbitrators, mediators or experts may be made at any stage of the arbitration proceedings, including when an arbitrator, mediator or expert is replaced.
5. The Court acts as such in accordance with the agreement of the parties, a request from a court, administrative or diplomatic authority and/or the provisions of these Rules.
6. For the purposes of the present Rules, appointment refers to a designation of one or more arbitrators, mediators or experts which is binding on the parties.
7. For the purposes of the present Rules, proposal refers to a suggestion of one or more arbitrators, mediators or experts which is not binding on the parties.

Article 2: The request

1. In the cases provided for in Article 1 of these Rules, any Claimant as referred to in Article 1, paragraph 5 above who wishes the CAM-CCIMA to act as a proposing or appointing authority, must address a request (the «Request») to the Permanent Secretary

of the Court.

2. The Request shall be submitted in as many copies as there are parties, plus one for the Permanent Secretariat, and shall be sent in physical or electronic form.

3. The Request contains the following:

a) The full name(s) and denominations, capacities, address and other contact details of each of the parties;

b) The full name(s) and denominations, capacities, address and other contact details of any person(s) representing the Claimant;

c) A copy of the arbitration agreement, the mediation agreement or any other applicable act between the Parties, any other relevant agreements or any instrument used as a basis for the referral to the Court;

d) The desired profile of the arbitrator(s), mediators or experts to be proposed or appointed;

e) In the case of the appointment or proposal of arbitrator(s), mediator(s) or expert(s), information on the language, place and law of the arbitration, mediation or expertise;

f) The name of the arbitrator, mediator or expert to be replaced and the reasons for his replacement;

g) Any other useful indication or information;

h) The document confirming or supporting the payment of the registration fee by cash deposit, cheque or transfer to the Court's account. The said fees are not refundable.

4. Where the claimant party fails to comply with any of the above conditions, the Secretariat of the

Court may set a time limit within which it must comply. If one of these conditions other than the time limit is not met within the time limit, the Court will appoint or propose the arbitrator(s), mediator(s) or expert(s) according to the circumstances it deems relevant.

5. Where payment has not been made, the case will be closed, without prejudice to the claimant's right to re-file its Request at a later date.

6. Upon receipt of the Request, the Court has a period of fifteen (15) days in which to determine the case, provided that, at the time of receipt, the Request includes proof of actual payment of the fees due. Where proof of payment is provided after the Request has been filed, the fifteen-day period shall run from receipt of said proof.

7. The parties may request an urgent nomination or proposal procedure, subject to payment of the fees required for urgent procedure. In this case, the appointment or proposal period is reduced to five (5) days.

Article 3: Appointment and Proposal of Arbitrators, Mediators or Experts

1. When acting as the appointing authority of a sole arbitrator or a president of the arbitral tribunal, the Court shall make the appointment in accordance with the provisions of Articles 13 and 15 of its Arbitration Rules. As such, the arbitrator chosen must meet the conditions of independence and impartiality prescribed in Article 14 of the Court's Arbitration Rules.

2. When making an appointment on behalf of a party in default, the Court will also proceed in accordance with Articles 13 and 15 of its Arbitration Rules.

3. In appointing a mediator, the Court shall proceed in accordance with the requirements of Rules 7, 8 and 9 of its Mediation Rules.

4. When appointing an expert, the Court shall proceed in accordance with the requirements of the parties and the requirements of independence and independence provided for in its Expert Rules or Code of Ethics.
5. Where the Court is seized of a request by a party to appoint an arbitrator or mediator in the absence of an agreement giving it such jurisdiction, the court must seek the consent of the other party(ies) before acting as such. If the Court does not obtain the consent sought within ten (10) days of receipt of the request, it must decline jurisdiction.
6. In appointing an arbitrator, mediator or expert to replace another, the Court shall follow the procedure set out in the paragraphs above.
7. Before being appointed, the arbitrator, mediator or proposed expert shall sign a declaration of acceptance and a declaration of independence and shall report to the Permanent Secretariat any facts and circumstances which may raise doubts as to his independence and impartiality.
8. The present procedure shall apply mutatis mutandis to the procedure for the proposal of arbitrators, mediators or experts. However, unlike appointment, the claimant(s) in the context of a proposal procedure are not bound, unless otherwise agreed, by the proposal(s) made by the Court.
9. The consent of the party(ies) other than those who have brought the case before the Court is not required for the proposal of arbitrator(s).
10. Unless otherwise agreed by the parties, the consent of the other party(ies) other than the party(ies) who have applied to the Court for an appointment or proposal of an expert(s) is not required.
11. The decision of appointment or proposal, signed by the President of the Technical Committee

of the CAM-CCIMA, shall be notified to the Claimant(s) and to all parties by the Permanent Secretary of the Court.

Article 4: Challenge/Removal of an Arbitrator, Mediator or Expert

1. The arbitrator(s) appointed by the Court may be subject to a challenge or removal procedure based on an allegation of lack of impartiality or independence or on any other ground.
2. Where the challenge or revocation proceedings concern one or more arbitrators or one or more experts, they shall be dealt with in accordance with the provisions of article 16 of the Court's Arbitration Rules.
3. When the Court is called upon to rule on challenge or revocation requests submitted by a party or a member of the Arbitral Tribunal, the Panel of Experts or the Mediators, it shall do so after the Permanent Secretariat has given the arbitrator, the Mediator, the expert concerned, the other party or parties and the other members of the Arbitral Tribunal the opportunity to submit written comments within a reasonable time. These comments will be communicated to the parties and to the arbitrators, mediators or experts before being forwarded to the Court.
4. The instruction and examination of the challenge/revocation request are subject to the payment of the corresponding examination fees, per arbitrator, whose challenge/revocation is requested.

Article 5: Waiver of liability

The Court, the members of its organs and its staff shall not be liable for any act or omission in connection with any service rendered under the present Rules or for the acts or omissions of an arbitrator, mediator or expert appointed or proposed, unless it is shown that the act or omission constitutes an intentional wrong-

ful act or gross negligence on his part.

Article 6: Code of Ethics

When implementing the present Rules, the Court, the members of its organs, its staff and any arbitrator, mediator or expert appointed or proposed shall be subject to the provisions of the Code of Ethics of the Court, which shall apply without reservation.

Article 7: Dispute Resolution

Any dispute with the Court concerning the application of the present Rules shall be subject to a prior attempt at mediation. Where mediation fails, the dispute shall be resolved by the competent courts of Douala, which shall apply Cameroonian law.

Article 8: Commencement

These Regulations were adopted by the Board of Directors at its session on November 6, 2024, and enter into force from that date.



CODE OF ETHICS

Article 1 : Purpose

The purpose of this Code of Ethics is to guarantee the integrity, impartiality and transparency of arbitration, mediation or expert opinion proceedings or other alternative methods.

Article 2: Binding force and objectives of the Code

1. This code of ethics is intended to guarantee the integrity, impartiality and transparency of arbitration, mediation, expertise and other alternative dispute resolution procedures.
2. The parties may not derogate from this code by special agreements of any kind whatsoever.
3. The present code applies, without being exhaustive, to any person or institution involved in the conduct of proceedings administered by the Court, such as arbitrators, mediators, parties, their counsel, administrative secretaries, witnesses, experts and third-party funders.
4. The latter must, in all circumstances, act with loyalty, good faith, conscience, diligence, competence, honesty, probity and courtesy, and comply with the ethical obligations of their profession.
5. Any breach of the provisions of the present Code shall render the actor in question directly liable to the parties and to the Court.
6. The CAM-CCIMA Board of Directors and Technical Committee shall ensure that the present Code is applied and shall set up monitoring mechanisms to detect and sanction any violation of the present Code.
7. Any person may bring to the attention of the Steering Committee, the Technical Committee or the Permanent Secretariat of the Court, information relating to one or more violations of the principles laid

down in the present Code. All reports will be examined accordingly.

Article 3: Guiding Principles

1. The CAM-CCIMA acts independently and impartially towards all parties in the administration of proceedings. Neither the Consular Institution (CCIMA) nor any member of any organ of the Court may, by reason of his position, violate in any way the principles laid down in this Code and no sanction may be taken against any agent of the Court for the observance or application of these principles. Any sanction taken against a member or servant of the Court as a result of the application of these principles is null and void, constitutes an abuse of authority and engages the responsibility of its authors.
 2. The arbitrators, mediators and experts acting under the aegis of the CAM-CCIMA undertake to respect and ensure compliance with the relevant regulations of the CAM-CCIMA.
 3. Arbitrators, mediators and experts must carry out their mission in compliance with the laws and regulations applicable to their respective mandates, particularly in tax matters, and to this end provide the Court with all relevant documentation.
-

Article 4: Independence and impartiality

1. The arbitrator, mediator or expert must disclose to the parties any conflict of interest of any kind that he may have in a dispute, whether in his relationship with the parties, their counsel or with the interests involved.
2. Before accepting an appointment, the arbitrator, mediator or expert must disclose to the parties any interest in the dispute at issue, as well as any relationship, function or relationship that he has or has had with a party involved in the dispute for which his appointment is under consideration or for which he

has been previously appointed by one or more parties.

3. The arbitrator, mediator or expert must also disclose any proximity of a subjective nature to the parties and/or their counsel, which may cast a reasonable doubt on his impartiality.
4. An arbitrator, mediator or expert who was unaware of a special situation or circumstance and who would normally have required disclosure from him before accepting his appointment, shall immediately bring it to the attention of the parties as soon as he discovers it.
5. The arbitrator, mediator or expert may not accept any gift of any kind from a party in the course of the proceedings. The same shall apply within twelve (12) months of its award rendered in the context of a dispute involving a party.
6. The CAM-CCIMA arbitrator shall not have the right to transmit his draft award or the award to the parties.
7. An arbitrator, mediator or expert may not participate in any way in the enforcement of a decision arising from a proceeding in which he has intervened.
8. An arbitrator, mediator or expert has the right to intervene and defend his professional integrity in any legal proceeding involving a decision rendered by him.

Article 5: Confidentiality

1. Any information relating to proceedings administered by the Court is confidential, except with the express consent of the owners of such information and subject to legal and regulatory obligations or the investigation of legal actions arising from such proceedings.

2. No actor may reveal to any third party, except in the context of the performance of his mission or if the third party is involved in the conduct of the procedure, the existence or content of a dispute or a procedure. Informed third parties are bound by the same obligation of confidentiality as the arbitrator, mediator or expert.

Article 6: Skills and qualifications

1. The arbitrator, mediator or expert carries out his mission in complete independence from the Court and its organs, including the CCIMA. It cannot be bound by an instruction from a body of the State of Cameroon, a foreign State, or an international body.

2. The arbitrator, mediator or expert shall settle the dispute in accordance with the mission entrusted to him by the parties and in compliance with the fundamental guarantees of fair justice.

3. The arbitrator, mediator or expert must refuse an appointment if he finds, before being appointed, that it concerns a technical matter which exceeds his competence.

4. When, in the course of the instruction of the case, the arbitrator finds that the object of the dispute exceeds his competence, he may, with the permission of the parties, resign in a diligent manner to avoid an inappropriate extension of the procedure.

5. The work of the arbitrator, mediator or expert must objectively reflect the various scientific or doctrinal positions relating to his field of expertise and intervention within the framework of the mission entrusted to him. His final opinion will thus be objectively demonstrated and will reflect the solution he considers to be the most appropriate to the dispute, in accordance with his experience and qualifications in his field of expertise.

6. The CAM-CCIMA arbitrator, mediator or expert may not disclose a decision or expert report before having communicated it to the Technical Committee through the Permanent Secretariat.
 7. CAM-CCIMA arbitrators, mediators and experts must undergo continuous training in order to keep abreast of changes in legislation and case law.
-

Article 7: Timeliness

1. The arbitrator, mediator or expert is required to carry out his mission within the prescribed time limits. He may be liable to the Court or to the parties in the event of unjustified non-compliance with this provision.
 2. In the event of unavailability, the arbitrator, mediator or expert is required, before accepting an assignment, to make his constraints known to the Court.
 3. Where it is not possible for the arbitrator to render a decision within the prescribed time limit, the arbitrator, mediator or expert must immediately notify the parties in writing of the situation and request an extension of the time limit.
-

Article 8: Parties and their counsel

1. The parties and their counsel must act in good faith and avoid any abusive or delaying tactics to delay or disrupt the proceedings. The parties and their counsel undertake not to exert any pressure or influence, direct or indirect, on the arbitrator, mediator or expert.
2. The parties and their counsel shall maintain the confidentiality of arbitration, mediation, or otherwise, and of any information relating to the arbitration, unless otherwise stipulated. The parties' counsel is also bound by professional secrecy within the limits of the legal and regulatory obligations that govern them.

3. The parties and their counsel must not disclose to any third party the existence, content or any element of the dispute and the arbitral proceedings, except in the context of the performance of their mission or if the third party is involved in the conduct of the proceedings.
4. The Court reserves the right to prosecute in criminal and civil liability any party or counsel who engages in acts of corruption, bribery or who violates the principles laid down in this Code.

Article 9: Third-party funders

1. Any third-party funding must be disclosed by the parties.
2. The third-party funder must behave ethically. It shall not interfere with the application of this Code.
3. Under no circumstances may third-party funding provide the parties, arbitrators or other mediating experts with grounds for exemption from the rules laid down in the present Code.
4. The third-party funder must take care to avoid placing arbitrators, mediators or experts in a situation of conflict of interest.
5. The third-party funder must avoid any intervention in the choice of arbitrators or mediators. It must not interfere with the procedures.
6. The third-party funder must respect the confidentiality of the proceedings, as well as that governing the relationship between the funded party and its counsel.

Article 10: Enforcement and sanctions

1. The principles and rules of this Code are mandatory. No arbitrator, mediator or expert practising in a proceeding administered by the Court may be

exempt from it. The same applies to any member of an organ of the Court or an employee of the Permanent Secretariat.

2. Any action carried out in violation of this Code of Ethics is likely to result, in addition to legal proceedings, in disciplinary sanctions, in particular suspension or removal from the list of experts, arbitrators or mediators or dismissal, if the perpetrator is an employee of the Court.

3. Where an arbitrator, mediator or expert of the Court is accused of casting doubt on his or her credibility, the Technical Committee may, subject to confirmation, provisionally strike off the arbitrator, mediator or expert in question, until such time as the allegations are clarified.

4. Any member of an organ of the Court, in particular the Technical Committee or any interested person, is responsible for ensuring the proper implementation of this Code of Ethics. Complaints are addressed to the Court's Executive Office.

5. The Board of Directors decides on all questions relating to ethics, in strict compliance with the adversarial principle, including when a member of the Technical Committee or the Board of Directors is involved.

6. The Board of Directors shall take any measures it deems necessary to terminate any breach of the Court's ethics or good repute. It may also commission audits to assess the level of application of the principles laid down in the present Code.

7. At the end of each year, a report of all complaints recorded and the outcome of each one is drawn up by the Permanent Secretary and submitted to the Steering Committee. The Board of Directors comments on the report or takes note of the report by means of a formal resolution.

Article 11: Commencement

This Code was adopted by the Board of Directors at its session on November 6, 2024, and shall enter into force from that date.



MODEL CLAUSES

MODEL ARBITRATION CLAUSE

For Future Disputes

«Any dispute, controversy, or claim arising out of or in connection with this contract, including any subsequent amendments thereto, or related to it, shall be submitted for settlement to arbitration in accordance with the Arbitration Rules of the CCIMA Arbitration and Mediation Court (CAM-CCIMA) and/or its annexes. The same shall apply to all matters related to the conclusion, validity, effects, interpretation, execution, or termination of this contract, its amendments, annexes, or any other related documents.»

The arbitral tribunal shall be composed of (a sole arbitrator or three arbitrators).

The place of arbitration shall be (to be specified);

The language of the arbitration proceedings shall be (to be determined);

The seat of arbitration is

The applicable law to the dispute and any claims shall be the law of

Existing Disputes

Between Party A,
.....
.....

And Party B,
.....
.....

It has been agreed that, to resolve the dispute relating to the following facts/issues:

.....
.....
.....
.....
.....

The parties hereby convene to submit that dispute to

arbitration by the CCIMA Arbitration and Mediation Court (CAM-CCIMA), in accordance with its Arbitration Rules (and/or its annexes, if applicable).

The proceedings shall be conducted in accordance with the provisions of the CAM-CCIMA Arbitration Rules.

The dispute shall be settled by a sole arbitrator or an arbitral tribunal. The sole arbitrator shall be selected by the parties, or each party shall appoint one arbitrator, and the two so-appointed arbitrators shall appoint a third arbitrator, who shall act as the president of the arbitral tribunal.

The dispute shall be resolved in accordance with law / equity (to be specified);

The place of arbitration is

The language of the arbitration proceedings is

The dispute shall be governed by law / equity .

Done at, On

« Signatures »

MODEL MEDIATION CLAUSE

«The parties agree that any dispute arising from this contract or related to it, which is not resolved amicably, shall be submitted to a mediation process under the auspices of the Arbitration and Mediation Court of the CCIMA (CAM-CCIMA), in accordance with the Mediation Rules of said Institution. The mediation shall be conducted by a mediator appointed in accordance with these rules. If the mediation does not result in an agreement within a period of [number of days] days from the request for mediation, the parties may resort to arbitration in accordance with the arbitration rules of the CAM-CCIMA.»

MODEL CLAUSE DESIGNATING CAM-CCIMA AS APPOINTING AUTHORITY

«In the context of resolving disputes arising from the application of this contract or agreement or its annexes, the parties agree to designate the CCIMA Arbitration and Mediation Court as the appointing authority for arbitrators, mediators, or experts in the event of a disagreement between the parties regarding the appointment of said arbitrators, mediators, or experts. This designation shall be made in accordance with the CAM-CCIMA Rules acting as appointing authority.»



CAM-CCIMC
CAM-CCIMA

COURT OF ARBITRATION AND MEDIATION

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

-
-  www.cam-ccima.com
 -  info@cam-ccima.com
 -  (+237) 6 89 64 70 51 / 6 52 59 36 70 /
233 429 882
 -  ONZFI Building, Centre Linguistique
street, Bonanjo, Douala, Cameroon