

**ARBITRATION RULES OF THE
LUSAKA INTERNATIONAL ARBITRATION CENTRE**



Lusaka International Arbitration Centre

LIAC RULES
1ST EDITION, 5TH APRIL 2024

Table of Contents

	Page
Article 1: Scope of Application and Interpretation.....	3
Article 2: Notice and Calculation of Periods of Time.....	5
Article 3: Notice of Arbitration	7
Article 4: Response to the Notice of Arbitration	8
Article 5: Representation and Assistance	9
Article 6: Decision not to proceed with the arbitral proceedings.....	10
Article 7: Number of Arbitrators and Constitution of Arbitral Tribunal	11
Article 8: Appointment of a Sole Arbitrator	12
Article 9: Appointment of Three Arbitrators	13
Article 10: Multi-Party Appointment of Arbitrator(s).....	13
Article 11: Qualifications of Arbitrators.....	14
Article 12: Challenge of Arbitrator(s)	15
Article 13: Notice of Challenge of Arbitrator(s).....	15
Article 14: Decision on Challenge	16
Article 15: Replacement of an Arbitrator	17
Article 16: Conduct of the Proceedings	19
Article 17: Place of Arbitration	20
Article 18: Language	20
Article 19: Statement of Claim	21
Article 20: Statement of Defence	21
Article 21: Further Written Statements.....	22
Article 22: Amendments to the Parties' Claims, Defences, Counterclaims and Other Submissions	23
Article 23: Pleas as to the Jurisdiction and Authority of the Arbitral Tribunal.....	23
Article 24: Interim Measures	24
Article 25: Security for Costs	26
Article 26: Evidence	27
Article 27: Hearings	27
Article 28: Experts appointed by the Arbitral Tribunal.....	28
Article 29: Default.....	29
Article 30: Closure of Proceedings.....	30
Article 31: Waiver of Right to Object.....	30
Article 32: Awards and Decisions	31
Article 33: Form and Effect of any Award	31

Article 34:	Applicable Law, amiable compositeur	32
Article 35:	Settlement or other grounds for Termination	33
Article 36:	Interpretation of the Award.....	33
Article 37:	Correction of the Award.....	34
Article 38:	Additional Award	34
Article 39:	Arbitration Costs	35
Article 40:	Party’s Legal and Other Costs	35
Article 41:	Registration fee	36
Article 42:	Administrative Fees.....	36
Article 43:	Fees of the Arbitral Tribunal	37
Article 44:	Deposits of the Arbitration Costs.....	37
Article 45:	Payment of Costs	39
Article 46:	Expenses.....	39
Article 47:	Joinder of Additional Parties	41
Article 48:	Consolidation	43
Article 49:	Early Dismissal of Claims and Defences	46
Article 50:	Third-Party Funding.....	47
Article 51:	Confidentiality	47
Article 52:	Exclusion of Liability.....	48
Article 53:	Retrieval and Destruction of Documents.....	48
Annex 1:	Schedule of Fees	49
Annex 2:	Emergency Arbitrator Rules	53
Annex 3:	Expedited Arbitration Rules	60
Annex 4:	Criteria for Listing on the LIAC Panels of Arbitrators	62
Annex 5:	Terms of Engagement of Arbitrators	65
Annex 6:	Model Arbitration Clauses	66
Annex 7:	Constitution of the Lusaka International Arbitration Centre (LIAC) Arbitration Court.....	66

Preamble

These LIAC Arbitration Rules entered into force on 1st June 2024 are the first edition of such rules. These rules govern cases referred to LIAC from its founding on 5th April 2024 onwards, unless and until any further edition of arbitration rules is adopted by the LIAC.

SECTION

I

INTRODUCTORY RULES AND COMMENCEMENT OF ARBITRATION

Article 1: Scope of Application and Interpretation

1. Where Parties have agreed, howsoever made or evidenced in writing (whether signed or not) that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the Rules of Arbitration of the Lusaka International Arbitration Centre (the “LIAC Arbitration Rules” or the “Rules”), then the Parties shall be deemed to have agreed that any arbitration between them shall be conducted pursuant to and administered by the LIAC in accordance with these Rules, subject to such modification as the Parties may agree. These Rules comprise the Preamble, the Articles and the Table of Contents, together with the Annexes which from time to time may be separately included or amended by the LIAC.
2. Where the Parties have agreed to submit their disputes to arbitration under the Rules, they shall be deemed to have submitted to the Rules, or such amended rules as LIAC may have adopted hereafter, in effect on the date of commencement of the arbitration proceedings, unless agreed otherwise, and to have agreed that such LIAC Arbitration Rules form part of their agreement.
3. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the Parties cannot derogate, that provision shall prevail.
4. In these Rules:
 “Award”: includes, *inter alia*, a partial, interim, final, or additional award and an award of an Emergency Arbitrator;

“Centre” or “LIAC”: means the Lusaka International Arbitration Centre;

“Court”: means the Court of Arbitration of LIAC and includes a Committee of the Court;

“Domestic Arbitration” means an arbitration which is not an international arbitration.

“Emergency Arbitrator” means an arbitrator appointed in accordance with paragraph 3 of Annex 2;

“International Arbitration” means an arbitration in which;

- (a) the parties to an arbitration agreement have, at the time of the conclusion of that agreement, their places of business in different States; or
- (b) one of the following places is situated outside the State in which the parties have their places of business:
 - (i) the place of arbitration if as determined in, or pursuant to the arbitration agreement;
 - (ii) any place where a substantial part of the obligations of the commercial relationship is to be performed or the place with which the subject-matter of the dispute is most closely connected; or
- (c) the parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one country.
- (d) For the purposes of paragraph (c) of this article:
 - (i) if a Party has more than one place of business, the place of business is that which has the closest relationship to the arbitration agreement.
 - (ii) if a Party does not have a place of business, reference is to be made to his habitual residence.

“Rules”: means the Arbitration Rules of the Lusaka International Arbitration Centre;

“Party” or “Parties”: include claimant(s), respondent(s) or additional parties; and

“Tribunal” or “Arbitral Tribunal”: includes a sole arbitrator (including, where appropriate, an emergency arbitrator) or all the arbitrators where more than one arbitrator is appointed.

Any pronoun in these Rules shall be understood to be gender-neutral. Any singular noun shall be understood to refer to the plural in the appropriate circumstances.

5. The Centre may publish guidelines, through Practice Notes, to guide the users on best practices under these Rules.

6. The following Annexes constitute an integral part of the Rules:
- Annex 1 – Schedule of Fees;
 - Annex 2 – Emergency Arbitrator Rules;
 - Annex 3 – Expedited Arbitration Rules;
 - Annex 4 – Criteria for Listing on the LIAC Panel of Arbitrators
 - Annex 5 – Terms of Engagement of Arbitrators
 - Annex 6 – Model Arbitration Clauses.
 - Annex 7- Constitution of the Lusaka International Arbitration Centre (LIAC) Arbitration Court
 - Annex 8- Declaration Form

Article 2: Notice and Calculation of Periods of Time

1. A notice, including a notification, communication, submission or proposal, may be transmitted by delivery against receipt, registered post, courier, email or any other means of communication that provides or allows for a record of its transmission.
2. If an address has been designated by a Party specifically for this purpose or authorized by the Arbitral Tribunal, any notice shall be delivered to that Party at that address, and if so delivered shall be deemed to have been received. Delivery by electronic means such as facsimile or email may only be made to an address so designated or authorized.
3. In the absence of such designation or authorization, a notice is deemed to be received if:
 - a) It is physically delivered to the addressee or to its representative;
 - b) It is delivered at the place of business, habitual residence or mailing address of the addressee;
 - c) If it is delivered to any address or email address agreed for notice by the Parties;
 - d) If it is delivered to any relevant location mentioned in any contract or other legal instrument out of or in relation to which the dispute arises; or
 - e) If it is delivered at the email address which the addressee holds out to the public at the time of such communication.

4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3 of this Article, a notice is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means that provides a record of delivery or of attempted delivery.
5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4 of this Article or attempted to be delivered in accordance with paragraph 4 of this Article. A notice transmitted by electronic means is deemed to have been received on the day it reaches the addressee's electronic address.
6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, communication or proposal is deemed to have been delivered in accordance with paragraph 5 of this Article. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period. Unless the Centre or the Tribunal determines otherwise, any period of time under these Rules is to be calculated in accordance with Central African Time (CAT; UTC +2).
7. Any notice, including a notification, communication, submission or proposal sent or filed by a Party, as well as all documents annexed thereto, shall be submitted either in soft copy via the designated electronic platform or in a number of copies equal to the number required to provide one copy for each arbitrator, one copy for each of the remaining Parties and one copy for the Centre.
8. The Parties may use electronic means of communication, that provides a record of its transmission, unless otherwise ordered by the Arbitral Tribunal as the case may be, and the Centre shall receive a copy of such electronic communications.
9. Except as otherwise permitted by the Arbitral Tribunal:
 - a) All communications addressed to the Arbitral Tribunal by a Party shall be filed with the Centre for notification to the Arbitral Tribunal and a copy delivered to the other Party(s);

- b) All communications addressed from the Arbitral Tribunal to the Parties shall be filed with the Centre for notification to the Parties.

10. Except as provided in these Rules, the Centre may at any time extend or abbreviate any time limits prescribed under these Rules pursuant to a reasoned request from the Tribunal, the Parties or on its own initiative if the Centre decides that it is necessary to do so.

Article 3: Notice of Arbitration

1. Any Party wishing to commence an arbitration under these Rules (the “Claimant”) shall file with the Centre a written notice of arbitration (the “Notice of Arbitration”). The Claimant shall, at the same time as it files the Notice of Arbitration with the Centre, send a copy of the Notice of Arbitration to the Respondent(s) and shall notify the Secretary General that it has done so, specifying the mode of service employed and date of service.
2. The Notice of Arbitration shall include the following:
 - a) a demand that the dispute be referred to arbitration;
 - b) the name(s), nationalities, address(es), telephone number(s), facsimile number(s) and electronic mail address(es), if known, of the Parties to the arbitration and their representatives, if any;
 - c) a reference to the arbitration agreement invoked and a copy of the arbitration agreement;
 - d) a reference to the relevant contract(s) or other instrument(s) out of or in relation to which the dispute arises and, where possible, a copy of such contracts or other instrument(s) or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - e) a brief statement describing the nature and circumstances of the dispute, specifying the relief or remedy claimed and, to the extent possible, an initial estimate of the amounts of any quantified claims;
 - f) a statement of any procedural matters (such as the arbitral place, the language(s) and seat of the arbitration, the number of arbitrators and their identities) which the Parties have previously agreed in writing as to the conduct of the arbitration or, if not specified in the arbitration agreement, proposal of such by the Claimant;

- g) unless otherwise agreed by the Parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
 - h) any comment as to the applicable rules of law;
 - i) confirmation of payment of the requisite registration fee under these Rules;
 - j) where the Claimant is funded by a non-party (Third-Party), the information required under Article 50 of the Rules.
3. In case the Claimant fails to comply with any of the requirements under paragraph 1 of this Article, the Centre may request the Claimant to comply with such requirements.
 4. Unless the Parties have agreed otherwise, the arbitral proceedings shall be deemed to commence on the date on which the Notice of Arbitration is received by the Centre. For the avoidance of doubt, the Notice of Arbitration is deemed to be received when all requirements of Article 3 (2) are fulfilled or when the Centre determines that there has been substantial compliance with such requirements. The Centre shall notify the parties of the commencement of the arbitration in this regard.
 5. The Notice of Arbitration may also include the Statement of Claim referred to in Article 19(2).
 6. The constitution of the Tribunal shall not be hindered by any controversy with respect to the sufficiency of the Notice of Arbitration, which shall be finally resolved by the Tribunal.

Article 4: Response to the Notice of Arbitration

1. Within 28 days of the receipt of the Notice of Arbitration, the Respondent shall file with the Centre a response to the Notice of Arbitration (the “Response”). The Respondent shall at the same time as it files the Response with the Centre, send a copy of the Response to the Claimant, and shall notify the Secretary General that it has done so, specifying the mode of service employed and the date of service.
2. The Response shall include:
 - a) The name(s) in full, nationality, addresses and other contact details of the Respondent(s);

- b) The name(s) in full, description, address(es), contact details and proof of authority of any person(s) representing the Respondent in the arbitration (if any);
 - c) A Response to the statements set forth in the Notice of Arbitration, pursuant to Article 3, paragraph 3(c) to (h) of the Rules; and
 - d) Where the Respondent is funded by a Third-Party, the information required by Article 50 of the Rules.
3. The Response may also include:
- a) Any plea that a Tribunal to be constituted under these Rules lacks jurisdiction;
 - b) A brief statement describing the nature and circumstances of counterclaims including claims for the purpose of a set-off, if any. Such claims shall be submitted pursuant to Article 3, paragraph 3 (c) to (e). Where counterclaims are made under more than one arbitration agreement, there shall be an indication of the arbitration agreement(s) under which each counterclaim is made; and
 - c) A Notice of Arbitration in accordance with Article 3 of the Rules in case the Respondent formulates a claim against a Party to the arbitration agreement other than the Claimant.
4. In case the Respondent fails to comply with any of the requirements under paragraph 1 of this Article, the Centre may request the Respondent to comply with such requirements.
5. The Response may also include the Statement of Defence and a Statement of Counterclaim, as referred to in Article 20(3) and Article 20(4).
6. The constitution of the Tribunal shall not be hindered by any controversy with respect to the Respondent's failure to communicate a Response, or an incomplete or late response to the Notice of Arbitration, which shall be finally resolved by the Tribunal.

Article 5: Representation and Assistance

1. Each Party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to the Centre. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a Party, the Tribunal, or the Emergency Arbitrator, on its own initiative

or at the request of any Party, may at any time require proof of authority granted to the representative in such a form as the Tribunal may determine.

2. Any change at any time or addition by a Party to its representatives shall be promptly communicated in writing to the other Party(s), the Tribunal and the Centre. Any such change shall only take effect subject to the approval of the Arbitral Tribunal.
3. The Tribunal may, once constituted and after it has afforded an opportunity to the Parties to comment in writing within a reasonable period of time, take any measure necessary to avoid a conflict of interest of an arbitrator arising from a change or addition in Party representation, including the exclusion of new Party representatives from participating, in all or in part, in the arbitral proceedings.

Article 6: Decision not to proceed with the arbitral proceedings.

1. The arbitration shall proceed only if and to the extent that the Centre is satisfied, prima facie, that an arbitration agreement under the Rules may exist, or that the arbitration has been properly commenced under Article 3 of the Rules.
2. The Centre may, upon the approval of the Court, decide not to proceed with the arbitral proceedings, in whole or in part, if:
 - a) It prima facie lacks jurisdiction; or
 - b) In the case of multiple arbitration agreements, the arbitration agreements are manifestly incompatible, or the Centre cannot proceed with a single arbitration.
3. In all cases, if the Centre intends to proceed with the arbitral proceedings, it is not required to seek the approval of the Court before taking such decision.
4. Any decision by the Centre that the arbitration shall proceed is without prejudice to the power of the Tribunal to rule on its own jurisdiction.

CONSTITUTION OF THE ARBITRAL TRIBUNAL

Article 7: Number of Arbitrators and Constitution of Arbitral Tribunal

1. A sole arbitrator shall be appointed in any arbitration under these Rules unless the Parties have otherwise agreed in writing; or if it appears to the Court, giving due regard to any proposals by the Parties, that the complexity, the quantum involved or other relevant circumstances of the dispute, warrants the appointment of three arbitrators.
2. If the Parties have agreed that any arbitrator is to be appointed by one or more of the Parties, or by any third person including an appointing authority or the arbitrators already appointed, that agreement shall be deemed an agreement to nominate an arbitrator under these Rules.
3. In all cases, any arbitrator nominated by the Parties, or by any third person including by an appointing authority or the arbitrators already appointed, shall be subject to appointment by the Court in its discretion.
4. The Court shall appoint the Tribunal as soon as practicable. Any decision by the Court to appoint any arbitrator under these Rules shall be final and binding.
5. The terms of appointment of each arbitrator shall be fixed by the Centre in accordance with these Rules.
6. The Centre shall transmit the case file to any arbitrator once appointed in accordance these Rules, provided that any requested deposit on account of costs has been paid by the Parties in accordance with Article 44.

Article 8: Appointment of a Sole Arbitrator

1. If a sole arbitrator is to be appointed, either Party may propose to the other Party the names of one or more persons to serve as the sole arbitrator. Where the Parties have reached an agreement on the nomination of a sole arbitrator, Article 7.3 shall apply.
2. If within 21 days after the date of commencement of the arbitration, or within the period otherwise agreed by the Parties or set by the Centre, the Parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the Court shall proceed with the appointment of the sole arbitrator in accordance with these rules.
3. In making the appointment, the Court shall use the following procedure, unless the Parties agree that such procedure should not be used or unless the Centre determines in its discretion that the use of such procedure is not appropriate for the case:
 - a) The Centre shall communicate to each of the Parties an identical list containing at least three names;
 - b) Within 7 days after the receipt of this list, each Party shall return the list to the Centre after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;
 - c) After the expiration of the above period of time, the Court shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the Parties; and
 - d) If for any reason the appointment cannot be made according to this procedure, the Court may exercise its discretion in appointing the sole arbitrator.
4. In making the appointment of the sole arbitrator, the Court shall have regard to such considerations as are likely to secure the appointment of an available, independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the Parties in case they are not of a common nationality. The Court shall also take into account the arbitrator(s) qualifications and the ability of the arbitrator(s) to conduct the arbitration in accordance with the Rules, as well as considerations of diversity.

Article 9: Appointment of Three Arbitrators

1. If three arbitrators are to be appointed, each Party shall nominate one arbitrator.
2. If a Party fails to make a nomination of an arbitrator within 14 days after receipt of a Party's nomination of an arbitrator, or within the period otherwise agreed by the Parties or set by the Centre, the Court shall proceed to appoint an arbitrator on its behalf.
3. Unless the Parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the Parties or within 21 days of nomination of the second arbitrator, the Court shall appoint the third arbitrator, who shall be the presiding arbitrator.
4. Where the Court is required to appoint the third arbitrator in accordance with Articles 9(2) and 9(3) above, in making the appointment of the third arbitrator, the Court shall have regard to the considerations as listed in Article 8(4).

Article 10: Multi-Party Appointment of Arbitrator(s)

1. Where there are more than two Parties to the arbitration, and a sole arbitrator is to be appointed, the Parties may agree to jointly nominate the sole arbitrator. In the absence of such joint nomination having been made within 21 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Centre, the Court shall appoint the sole arbitrator.
2. Where there are more than two Parties to the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be appointed in accordance with Article 9 paragraph 3. If Claimant(s) or Respondent(s) fail to make a nomination of an arbitrator within 28 days after receipt of a Party's nomination of an arbitrator, or within the period otherwise agreed by the Parties or set by the Centre, the Court shall proceed to appoint an arbitrator on its behalf. In the absence of both such joint nominations having been made within 21 days of the due date for the Response under Article 4 of the Rules, or within the

period otherwise agreed by the Parties or set by the Centre, the Court shall appoint all three arbitrators and shall designate one of them to be the presiding arbitrator.

Article 11: Qualifications of Arbitrators

1. Any arbitrator appointed in an arbitration under these Rules, whether or not nominated by the Parties, shall be and remain at all times independent and impartial.
2. In appointing an arbitrator under these Rules, the Court shall have due regard to any qualifications required of the arbitrator by the agreement of the Parties and to such considerations that are relevant to the impartiality or independence of the arbitrator.
3. The Court shall also consider whether the arbitrator has sufficient availability to determine the case in a prompt and efficient manner that is appropriate given the nature of the arbitration.
4. A nominated arbitrator shall disclose in writing, in the format specified by the Centre to the Parties and to the Centre any facts and circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality or be of such a nature as to call into question the arbitrator's independence in the eyes of the Parties, as soon as reasonably practicable and in any event before his appointment. Such duty shall be continuing until the arbitral proceedings are finally concluded.
5. An arbitrator shall immediately disclose in writing to the Parties, to the other arbitrators and to the Centre any facts and circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality or be of such a nature as to call into question the arbitrator's independence that may be discovered or arise during the arbitration.
6. No Party or person acting on behalf of a Party shall have any ex parte communication relating to the case with any arbitrator or with any candidate for appointment as Party-nominated arbitrator, except to advise the candidate of the general nature of the controversy and of the anticipated proceedings; to discuss the candidate's qualifications, availability or independence in relation to the Parties; or to discuss the suitability of candidates for selection as the presiding arbitrator where the Parties or Party-nominated arbitrators are to participate in that selection.

7. No Party or person acting on behalf of a Party shall have any ex parte communication(s) relating to the case with any candidate for presiding arbitrator.

Article 12: Challenge of Arbitrator(s)

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess any requisite qualification(s) on which the Parties have agreed.
2. A Party may challenge the arbitrator nominated by it only for reasons of which it becomes aware after the nomination was made.

Article 13: Notice of Challenge of Arbitrator(s)

1. A Party that intends to challenge an arbitrator shall file a notice of challenge with the Centre in accordance with the requirements of paragraph 2 within 14 days after receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances upon which a party seeks to rely on to challenge the appointment of the arbitrator became known or should have reasonably been known to that Party.
2. The notice of challenge shall state the reasons for the challenge. The date of receipt of the notice of challenge by the Centre shall be deemed to be the date the notice of challenge is filed. The Party challenging an arbitrator shall, at the same time as it files a notice of challenge with the Centre, send the notice of challenge to the other Party, the arbitrator who is being challenged and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator(s)), and shall notify the Centre that it has done so, specifying the mode of service employed and the date of service.
3. The Party making the challenge shall pay the requisite challenge fee under these Rules in accordance with the applicable Schedule of Fees. If the Party making the challenge fails to pay the challenge fee within the time limit set by the Centre, the challenge shall be considered as withdrawn.

4. After receipt of a notice of challenge under paragraph 2, the Centre may order a suspension of the arbitral proceedings until the challenge is resolved. Unless the Centre orders the suspension of the arbitral proceedings pursuant to this paragraph 4, the challenged arbitrator shall be entitled to continue to participate in the arbitration pending the determination of the challenge by the Court in accordance with Article 14.
5. Where an arbitrator is challenged by a Party, the other Party may agree to the challenge, and the Court shall remove the arbitrator if all Parties agree to the challenge. The challenged arbitrator may also voluntarily withdraw from office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
6. If an arbitrator is removed or withdraws from office in accordance with paragraph 5, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced. This procedure shall apply even if, during the process of appointing the challenged arbitrator, a Party failed to exercise its right to nominate an arbitrator. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of receipt of the agreement of the other Party to the challenge or the date of the challenged arbitrator's notification to the Centre and the Parties of his or her withdrawal from office.

Article 14: Decision on Challenge

1. If, within 7 days of receipt of the notice of challenge under Article 13, another Party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily from office, the Court shall decide the challenge. The Court shall provide the other Parties, the challenged arbitrator and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator) a reasonable opportunity to provide comments in writing on the challenge, and set a schedule for such comments to be made.
2. If the Court accepts the challenge of an arbitrator, the Court shall remove the arbitrator, and a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced at Article 15 of the Rules. The time

limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of the Centre's notification to the Parties of the decision by the Court.

3. If the Court rejects the challenge to an arbitrator, the challenged arbitrator shall continue with the arbitration.
4. The Court's decision on any challenge to an arbitrator under this Article 14 shall be made in writing and reasoned, unless otherwise agreed by the Parties, and a copy of the decision shall be issued to the Parties, the challenged arbitrator and other members of the Tribunal by the Centre. Any such decision on any challenge by the Court shall be final and binding.

Article 15: Replacement of an Arbitrator

1. Except as otherwise provided in these Rules, in the event of the death, resignation, withdrawal or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed in accordance with the procedure provided for in these Rules applicable to the nomination and appointment of the arbitrator being replaced.
2. Subject to Article 16, in the event that an arbitrator refuses or fails to act or perform his functions in accordance with the Rules or within prescribed time limits, or in the event of any *de jure* or *de facto* impossibility by an arbitrator to act or perform his functions, the procedure for challenge and replacement of an arbitrator provided in Article 12 to Article 14 and Article 15 paragraph 1 shall apply.
3. When an arbitrator has been replaced, the Tribunal shall, after consultation with the Parties, and once the Tribunal has been reconstituted, decide if and to what extent the hearings are to be repeated before the reconstituted Tribunal.

Article 16: Majority Power to Continue Deliberations

1. Where an arbitrator without good cause refuses or persistently fails to participate in the deliberations of an Arbitral Tribunal, the remaining arbitrators jointly may give written notice of such refusal or failure to the Court, the parties and the absent arbitrator. In exceptional

circumstances, the remaining arbitrators may decide to continue the arbitration (including the making of any Award) notwithstanding the absence of that other arbitrator, subject to the written approval of the Court.

2. In deciding whether to continue the arbitration, the remaining arbitrators shall take into account the stage of the arbitration, any explanation made by or on behalf of the absent arbitrator for his or her refusal or failure to participate, the likely effect upon the legal recognition or enforceability of any Award at the place of the arbitration and such other matters as they consider appropriate in the circumstances. The reasons for such decision shall be stated in any Award made by the remaining arbitrators without the participation of the absent arbitrator.
3. In the event that the remaining arbitrators decide at any time after giving written notice of such refusal or failure not to continue the arbitration without the participation of the absent arbitrator, the remaining arbitrators shall notify in writing the parties and the Court of such decision; and, in that event, the remaining arbitrators or any party may refer the matter to the Court for the revocation of the absent arbitrator's appointment and the appointment of a replacement arbitrator under Article 15.

ARBITRAL PROCEEDINGS**Article 16: Conduct of the Proceedings**

1. Subject to these Rules, the Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the Parties are treated with equality and that at an appropriate stage of the proceedings each Party is given a reasonable opportunity of presenting its case.
2. As soon as practicable after its constitution and after inviting the Parties to express their views, the Arbitral Tribunal shall provide the Parties with the provisional timetable of the arbitration.
3. The Arbitral Tribunal may, at any time, after inviting the Parties to express their views, adopt such procedural measures as it considers appropriate, including to extend or abridge any period of time prescribed under these Rules, any other agreement of the Parties or any order made by the Tribunal. The Arbitral Tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the Parties' dispute.
4. The Arbitral Tribunal may, after inviting the Parties to express their views and taking into account the circumstances of the case, utilize any technological means as it considers appropriate to conduct the proceedings.
5. The Tribunal may, in its discretion, direct the order of proceedings, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence and direct the Parties to focus their presentations on issues the decision of which could dispose of all or part of the case.
6. Unless otherwise agreed by the Parties, the presiding arbitrator, with the prior agreement of the other members of the Tribunal, may make procedural rulings alone.

7. At all times, the Parties shall act in good faith and shall also make every effort to cooperate towards the efficient conduct of the proceedings and to avoid unnecessary delay and expense. The Parties undertake to comply with any order, decision or ruling made by the Arbitral Tribunal without delay.
8. If at an appropriate stage of the proceedings any Party so requests, the Arbitral Tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the Arbitral Tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.
9. All communications to the Arbitral Tribunal, the Court and/or the Centre by one Party shall be communicated by that Party to all other Parties. Such communications shall be made at the same time, except as otherwise permitted by the Arbitral Tribunal.
10. The Arbitral Tribunal may, after consulting with the Parties, appoint a secretary to the Arbitral Tribunal. The Arbitral Tribunal may seek reimbursement from the parties of the secretary's justified reasonable personal disbursements for hearings and meetings. The Tribunal Secretary shall not charge any additional fees.

Article 17: Place of Arbitration

1. The Parties may agree on the seat of the arbitration. Failing such agreement, the seat of the arbitration shall be determined by the Tribunal, having regard to all circumstances of the case.
2. The Tribunal may hold hearings and meetings by any means it considers expedient or appropriate (including virtually) and at any locations it considers convenient and appropriate.

Article 18: Language

1. The Parties may agree on the language to be used in the arbitration. Failing such agreement, the Tribunal shall, promptly after its full constitution, determine the language or languages to be used in the proceedings having regard to the circumstances of the case.

2. The Tribunal may order that any documents submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages of the arbitration as defined under Article 19.1.
3. Until the Tribunal is fully constituted, the Centre shall determine the initial language to be used in the proceedings, after taking into account all relevant circumstances including the language of the arbitration agreement.

Article 19: Statement of Claim

1. The Claimant shall communicate its Statement of Claim in writing to the Arbitral Tribunal and all other Parties within a period of time to be determined by the Arbitral Tribunal. The Claimant may elect to treat its Notice of Arbitration referred to in Article 3 of the Rules as a Statement of Claim, provided that the Notice of Arbitration also complies with the requirements of paragraphs 2 and 3 of this Article.
2. The Statement of Claim shall include the following particulars:
 - a) The names and contact details of the Parties and their representatives;
 - b) A statement of the facts supporting the claim;
 - c) The points at issue;
 - d) The relief or remedy sought with the amount of all quantifiable claims against all other Parties; and
 - e) The legal grounds or arguments supporting the claim.
3. The Statement of Claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the Claimant.

Article 20: Statement of Defence

1. The Respondent shall communicate its Statement of Defence in writing to the Claimant and to each of the arbitrators within a period of time to be determined by the Arbitral Tribunal. The Respondent may elect to treat its Response to the Notice of Arbitration referred to in Article 4 as

a Statement of Defence, provided that the Response to the Notice of Arbitration also complies with the requirements of Article 20.2.

2. The Statement of Defence shall reply to the particulars (b) to (e) (set out in Article 20.2) of the Statement of Claim. The Statement of Defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent.
3. In its Statement of Defence, or at a later stage in the arbitral proceedings if the Arbitral Tribunal decides that the delay was justified under the circumstances, the Respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the Arbitral Tribunal has jurisdiction over it.
4. The provisions of Article 19, paragraphs 2 and 3, shall apply to a counterclaim, a claim under Article 4, paragraph 2 (c), and a claim relied on for the purpose of a set-off.
5. If a Statement of Counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Defence to Counterclaim setting out in full detail:
 - a) a statement of facts supporting its defence to the Statement of Counterclaim;
 - b) the legal grounds or arguments supporting such defence; and
 - c) the relief claimed.

Article 21: Further Written Statements

The Arbitral Tribunal shall decide which further written statements, in addition to the Statement of Claim and the Statement of Defence, shall be required from the Parties or may be presented by them and shall fix the periods of time for transmitting such statements. All such submissions may be accompanied by copies of all supporting documents which have not previously been submitted by any Party.

Article 22: Amendments to the Parties' Claims, Defences, Counterclaims and Other Submissions

1. The Tribunal shall have the power, upon the application of any Party or upon its initiative, but in either case only after giving the Parties a reasonable opportunity to state their views, to allow a Party to supplement, modify or amend its claim, defence, counterclaim, including a Notice of Arbitration, Response or any other written submission submitted by such Party unless the Tribunal considers it inappropriate to allow such amendment(s) having regard to all the relevant circumstances of the case, including, but not limited to, the delay in making the suggested amendment(s) or prejudice to the other Party. However, a claim or counterclaim may not be amended in such a manner that the amended claim or counterclaim falls outside the scope of the arbitration agreement.

Article 23: Pleas as to the Jurisdiction and Authority of the Arbitral Tribunal

1. The Arbitral Tribunal shall have the power to rule upon its own jurisdiction, including any objections with respect to the initial or continuing existence, validity, effectiveness or scope of the arbitration agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Tribunal that the underlying contract is null, non-existent, invalid or ineffective shall not entail automatically the nullity, non-existence, invalidity or ineffectiveness of the arbitration clause.
2. A plea that the Arbitral Tribunal does not have jurisdiction shall be raised as soon as possible but no later than in the statement of defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A Party is not precluded from raising such a plea by the fact that it has nominated, or participated in the appointment of an arbitrator, subject to Article 12(2).

A plea that the Arbitral Tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings.

The Arbitral Tribunal may, in either case, admit a later plea if it considers the delay is justified having regard to the circumstances of the case.

3. The Arbitral Tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an Award on the merits, as it considers appropriate in the circumstances. The Arbitral Tribunal may continue the arbitral proceedings and make an Award, notwithstanding any pending challenge to its jurisdiction before a Court, and unless the proceedings are suspended by the Centre.

Article 24: Interim Measures

1. Subject to contrary provisions of applicable law, and unless otherwise agreed by the Parties, the Arbitral Tribunal may, at the request of any Party, grant interim measures. In case the arbitration has not commenced, or the Arbitral Tribunal is not fully constituted, an Emergency Arbitrator may, at the request of a Party, be appointed, to determine the requested interim relief as per Annex 2.
2. An interim measure, whether in the form of an order or Award or in any other form, is any temporary measure by which, at any time prior to the issuance of the Award by which the dispute is finally decided, the Arbitral Tribunal orders a Party, for example and without limitation, to:
 - a) Maintain or restore the status quo pending determination of the dispute;
 - b) Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself;
 - c) Provide a means of preserving assets out of which a subsequent Award may be satisfied;
or
 - d) Preserve evidence that may be relevant and material to the resolution of the dispute.
3. Subject to applicable law, an interim measure under paragraphs 2 (a) to (c) shall only be granted by the Arbitral Tribunal where it is satisfied that:
 - a) The Party requesting the interim measure will likely suffer irreparable harm which would not adequately be compensated by an award of damages, and such harm substantially outweighs the harm that is likely to result to the Party against whom the measure is directed if the measure is granted; and

- b) There is a reasonable possibility that the requesting Party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the Arbitral Tribunal in making any subsequent determination.
4. With regard to a request for an interim measure under paragraph 2 (d), the requirements in paragraphs 3 (a) and (b) shall apply only to the extent the Arbitral Tribunal considers appropriate.
 5. The Arbitral Tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any Party or, in exceptional circumstances and upon prior notice to the Parties, on the Arbitral Tribunal's own initiative.
 6. The Arbitral Tribunal may require the Party requesting an interim measure to provide appropriate security in connection with the measure.
 7. The Arbitral Tribunal may require any Party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.
 8. The Party requesting an interim measure may be liable for any costs and damages caused by the measure to any Party if the Arbitral Tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The Arbitral Tribunal may award such costs and damages at any point during the proceedings.
 9. The power of the Arbitral Tribunal under this Article 24 shall not prejudice any party's right to apply to any competent judicial authority for interim or conservatory measures prior to the constitution of the Arbitral Tribunal, and in appropriate circumstances, after the constitution of the Arbitral Tribunal.
 10. A request for interim measures addressed by any Party to a judicial authority shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the Arbitral Tribunal. Any such application and any measures taken by the judicial authority must be notified without delay to the Centre and the Tribunal.

Article 25: Security for Costs

1. Upon request of a party, the Tribunal may order any party asserting a claim or counterclaim to provide security for costs by way of deposit, bank guarantee or in any other manner and upon such terms as the Arbitral Tribunal considers appropriate in the circumstances.
2. The following procedure shall apply:
 - a) the request shall include a statement of the relevant circumstances and the supporting documents;
 - b) the Tribunal shall fix time limits for submissions on the request;
 - c) the Tribunal shall issue its decision on the request within 28 days of the last submission on the request.
3. In determining whether to order a party to provide security for costs, the Tribunal shall consider all relevant circumstances, including:
 - a) that party's ability to comply with an adverse decision on costs;
 - b) that party's willingness to comply with an adverse decision on costs;
 - c) the effect that providing security for costs may have on that party's ability to pursue its claim or counterclaim; and
 - d) the conduct of the parties.
4. The Tribunal shall consider all evidence adduced in relation to the circumstances in paragraph (3), including the existence of third-party funding.
5. The Tribunal shall specify any relevant terms in an order to provide security for costs and shall fix a time limit for compliance with the order.
6. If a party fails to comply with an order to provide security for costs, the Tribunal may suspend the proceedings. If the proceedings are suspended for more than 84 days, the Tribunal may, after consulting with the parties, terminate the proceedings.
7. A party shall promptly disclose any material change in the circumstances upon which the Tribunal ordered security for costs.

8. The Tribunal may at any time modify or revoke its order on security for costs, on its own initiative or upon a party's request."

Article 26: Evidence

1. Each Party shall have the burden of proving the facts relied on to support its claim or defence.
2. The Tribunal may require the Parties to give notice of the identity of witnesses, including expert witnesses, whom the Parties intend to produce, the subject matter of their testimony and its relevance to the issues.
3. Witnesses, including expert witnesses, who are presented by the Parties to testify to the Arbitral Tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a Party to the arbitration or in any way related to a Party. Unless otherwise directed by the Arbitral Tribunal, statements by witnesses, including expert witnesses may be presented in writing and signed by them.
4. Subject to Article 28 paragraph 3, any Party may request that such a witness should attend for oral examination. If the witness fails to attend for oral examination, the Tribunal may place such weight on the written testimony as it thinks fit, disregard such written testimony, or exclude such written testimony altogether.
5. At any time during the arbitral proceedings the Arbitral Tribunal may require the Parties to produce documents, exhibits or other evidence within such a period of time as the Arbitral Tribunal shall determine.
6. The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Article 27: Hearings

1. Unless the parties have agreed on a documents-only arbitration or as otherwise provided in these Rules, the Tribunal shall, if either party so requests or the Tribunal so decides, hold a hearing for

the presentation of evidence and/or for oral submissions on the merits of the dispute, including an issue as to jurisdiction.

2. In the event of an oral hearing, the Arbitral Tribunal shall organize the conduct of any hearing in advance, in consultation with the Parties and give the Parties adequate advance notice of the date, time, duration, form, content, procedure and geographical place (if applicable) thereof. Any hearing may be held in person or virtually by videoconference, conference call or using other appropriate means, or in a hybrid form, as decided by the Arbitral Tribunal after consulting with the Parties. The Tribunal may require the Parties to address specific questions or issues arising from the Parties' dispute. Subject to the general duties of the Tribunal set out in Article 17, the Tribunal may also limit the extent to which questions or issues are to be addressed.
3. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the Arbitral Tribunal.
4. Hearings shall be held in private unless the Parties agree otherwise. The Arbitral Tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of such other witnesses, except that a witness, including an expert witness, who is a Party to the arbitration shall not, in principle, be asked to retire.
5. The Arbitral Tribunal may direct that witnesses, including expert witnesses, be examined through means of telecommunication that do not require their physical presence at the hearing (such as video conference).

Article 28: Experts appointed by the Arbitral Tribunal

1. After consultation with the Parties, the Arbitral Tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the Arbitral Tribunal. A copy of the expert's terms of reference, established by the Arbitral Tribunal, shall be communicated to the Parties.
2. The expert shall be and remain impartial and independent of the Parties; and before accepting appointment, submit to the Arbitral Tribunal and to the Parties a description of his or her

qualifications and a statement of his or her impartiality and independence. Within the time ordered by the Arbitral Tribunal, the Parties shall inform the Arbitral Tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The Arbitral Tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a Party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the Party becomes aware after the appointment has been made. The Arbitral Tribunal shall decide promptly what, if any, action to take.

3. The Parties shall give the expert, the Arbitral Tribunal and the other Party any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a Party and such expert as to the relevance of the required information or production shall be referred to the Arbitral Tribunal for decision.
4. Upon receipt of the expert's report, the Arbitral Tribunal shall communicate a copy of the report to the Parties, which shall be given the opportunity to express, in writing, their opinion on the report. A Party shall be entitled to examine any document on which the expert has relied in his or her report.
5. At the request of any Party, the expert, after delivery of the report, may be heard at a hearing where the Parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any Party may present expert witnesses in order to testify on the points at issue. The provisions of Article 27 shall be applicable to such proceedings.
6. The fees and expenses of any expert appointed by the Arbitral Tribunal under this Article 28 shall form part of the costs of the arbitration under Article 39(e).

Article 29: Default

1. If, within the period of time fixed by these Rules or the Arbitral Tribunal, without showing sufficient cause:
 - a) The Claimant has failed to communicate its Statement of Claim, the Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining

matters that may need to be decided and the Arbitral Tribunal considers it appropriate to do so;

- b) The Respondent has failed to communicate its Response to the Notice of Arbitration or its Statement of Defence, the Arbitral Tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the Claimant's allegations; the provisions of this subparagraph also apply to a Claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.
2. If a Party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the arbitration.
 3. If a Party, duly invited by the Arbitral Tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the Arbitral Tribunal may make the Award on the evidence before it.

Article 30: Closure of Proceedings

1. As soon as possible after the last hearing concerning matters to be decided in an award or the filing of the last authorized submissions concerning such matters, which is later, the Arbitral Tribunal shall:
 - a) Declare the proceedings closed with respect to matters to be decided in the award; and
 - b) Inform the Centre and the parties of the date by which it expects to submit its draft award to the Court for approval pursuant to Article 33.
2. After proceedings are closed, no further submissions or argument may be made or evidence produced with respect to the matters to be decided in the award, unless requested or authorized by the arbitral tribunal.

Article 31: Waiver of Right to Object

A failure by any Party to object promptly to any non-compliance with these Rules, or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such Party to make such an objection.

THE AWARD**Article 32: Awards and Decisions**

1. When the Arbitral Tribunal is composed of more than one arbitrator, any Award or other decision of the Arbitral Tribunal shall be made by a majority of the arbitrators. Failing a majority decision, the presiding arbitrator alone shall make the Award for the Tribunal.

Article 33: Form and Effect of any Award

1. The Arbitral Tribunal may make separate Awards on different issues at different times.
2. Where an Application for Joinder is granted under Article 47, an Arbitral Tribunal may make a single Award or several Awards in respect of all Parties so involved in the Arbitration.
3. Unless otherwise agreed by the parties, an arbitral tribunal may award-
 - (a) in the case of an international arbitration, simple or compound interest, in accordance with the law applicable to the arbitration; or
 - (b) in the case of a domestic arbitration, simple or compound interest in accordance with the law applicable in Zambia to judgement debts.
4. An Award may be expressed in any currency, unless the Parties have agreed otherwise.
5. Before making any Award, the Tribunal shall submit such Award in draft form to the Court. Unless the Court extends the period of time or unless otherwise agreed by the Parties, the Tribunal shall submit the draft Award to the Court not later than 42 days from the date on which the Tribunal declares the proceedings closed. The Court may, as soon as practicable, suggest modifications as to the form of the Award and, without affecting the Tribunal's liberty to decide the dispute, draw the Tribunal's attention to points of substance. No Award shall be made by the Tribunal until it has been approved by the Court as to its form.

6. All Awards shall be made in writing and shall be final and binding on the Parties. The Parties shall comply with all Award without delay.
7. The Arbitral Tribunal shall state the reasons upon which the Award is based, unless the Parties have agreed that no reasons are to be given.
8. An Award shall be signed by the arbitrators, and it shall contain the date on which the Award was made and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the Award shall state the reason for the absence of the signature.
9. The Centre shall communicate the Award to the Parties as soon as practicable after affixing its seal to the Award, provided that the Costs in accordance with Article 40, paragraph 2 of the Rules have been fully paid to the Centre by the Parties or by one of them.
10. Additional certified copies of the Award shall be made available by the Centre on request and at any time to the Parties or their authorized representatives. The Centre shall collect a fixed fee for providing this service.
11. An Award may be made public with the consent of all Parties or where and to the extent disclosure is required of a Party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.

Article 34: Applicable Law, amiable compositeur

1. The Arbitral Tribunal shall apply the rules of law designated by the Parties as applicable to the substance of the dispute. Failing such designation by the Parties, the Arbitral Tribunal shall apply the rules of law which it determines to be appropriate.
2. The Arbitral Tribunal shall decide as amiable compositeur or ex aequo et bono only if the Parties have expressly authorized the Arbitral Tribunal to do so.
3. In all cases, the Arbitral Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

Article 35: Settlement or other grounds for Termination

1. If, before the Award is made, the Parties agree on a settlement of the dispute, the Arbitral Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the Parties and accepted by the Arbitral Tribunal, record the settlement in the form of an arbitral Award on agreed terms. The Arbitral Tribunal is not obliged to give reasons for such an Award. Whenever an arbitral award on agreed terms is made, the provisions of Article 33, shall apply *mutatis mutandis*.
2. If, before the Award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the Arbitral Tribunal shall inform the Parties of its intention to issue an order for the termination of the proceedings. The Arbitral Tribunal shall have the power to issue such an order where the Arbitral Tribunal considers it appropriate to do so.
3. The order for termination of the arbitral proceedings may be signed by the presiding arbitrator alone, unless otherwise agreed by the Parties, and shall be communicated to each of the Parties through the Centre.

Article 36: Interpretation of the Award

1. Within 28 days after the receipt of the Award, a Party, with notice to the other Party(s) and the Centre, may request that the Arbitral Tribunal give an interpretation of the Award. The Arbitral Tribunal shall invite the other Party(s) to comment on the said request within 14 days.
2. The interpretation shall be given in writing within 14 days after the expiry of the period for comments on the request. The interpretation shall form part of the Award and the provisions of Article 33 shall apply.
3. The Court may, if necessary, extend the period of time within which the Tribunal shall make an interpretation of an Award under this Article.

Article 37: Correction of the Award

1. Within 28 days after the receipt of the Award, a Party, with notice to the other Parties, may request the Arbitral Tribunal to correct in the Award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. The Arbitral Tribunal shall invite the other Party(s) to comment on the said request within 14 days. If the Arbitral Tribunal considers that the request is justified, it shall make the correction within 28 days of receipt of the request.
2. The Arbitral Tribunal may within 28 days after the communication of the Award make such corrections on its own initiative.
3. Such corrections shall be in writing and shall form part of the Award. The provisions of Article 32 and 33 shall apply.
4. The Court may, if necessary, extend the period of time within which the Tribunal shall make a correction of an Award under paragraph 1.

Article 38: Additional Award

1. Within 28 days after the receipt of the termination order or the Award, a party, with notice to the other Parties and the Centre, may request the Arbitral Tribunal to make an Award or additional Award as to claims presented in the arbitral proceedings but not decided by the Arbitral Tribunal in any previous Award. The Arbitral Tribunal shall invite the other Party(s) to comment on the said request within 14 days.
2. If the Arbitral Tribunal considers the request for an Award or additional Award to be justified, it shall render or complete its Award within 28 days after the expiry of the period for comments on the request. The Arbitral Tribunal may extend, if necessary, the period of time within which it shall make the Award.
3. When such an Award or additional Award is made, the provisions of Article 33 shall apply.

COSTS OF THE ARBITRATION**Article 39: Arbitration Costs**

1. In all cases, the Arbitration Costs shall be finally determined by the Centre at the conclusion of the proceedings. The term “**Arbitration Costs**” includes:
 - a) A registration fee to be determined in accordance with Article 41 of the Rules (the “Registration Fees”);
 - b) The administrative fees to be determined in accordance with Article 42 of the Rules (the “Administrative Fees”);
 - c) The fees of the Arbitral Tribunal to be determined in accordance with Article 43 of the Rules (the “Fees of the Arbitral Tribunal”);
 - d) Any other fees that may be payable by a party as provided by Annex 1.
 - e) The reasonable travel and other expenses incurred by the arbitrators;
 - f) The reasonable costs of the Arbitral Tribunal appointed experts pursuant to Article 29 of the Rules and of other assistance (translation, case reporting, etc) required by the Arbitral Tribunal;
And
 - g) Any fees and expenses of the appointing authority in case the Centre is not designated as the appointing authority.

2. Unless otherwise agreed by the parties, the Arbitral Tribunal shall specify Arbitration Costs in the final Award and, if it deems appropriate, in another decision. The Tribunal shall determine the apportionment of the Arbitration Costs among the parties.

Article 40: Party’s Legal and Other Costs

1. The Arbitral Tribunal shall have the power to decide by an order or Award that all or part of the legal or other expenses incurred by a Party (the “**Legal Costs**”) be paid by another Party.

2. The Arbitral Tribunal shall decide the amount of such Legal Costs on such reasonable basis as it thinks appropriate. The Arbitral Tribunal shall not be required to apply the rates or procedures for assessing such costs practiced by any state court or other legal authority.
3. The Arbitral Tribunal shall make its decisions on the general principle that costs should reflect the parties' relative success and failure in the award or arbitration or under different issues, except where it appears to the Arbitral Tribunal that in the circumstances the application of such a general principle would be inappropriate under the Arbitration Agreement or otherwise. The Arbitral Tribunal may also take into account the conduct of the parties and that of their authorised representatives in the arbitration, including any cooperation in facilitating the proceedings as to time and cost and any non-cooperation resulting in undue delay and unnecessary expense.

Article 41: Registration fee

1. Upon filing the Notice of Arbitration, the Claimant shall pay a Registration Fee in accordance with the Schedule in Annex 1.
2. The Respondent shall pay a Registration Fee in respect of any counterclaim and set-offs under the Rules.
3. If the Registration Fee is not paid upon filing the Notice of Arbitration or the counterclaim, the Centre shall not register the case, the counterclaim or the set-off.
4. The Registration Fee is non-refundable.

Article 42: Administrative Fees

1. The Administrative Fees shall be determined by the Centre based on the sum in dispute in accordance with Table 1 of Annex 1 to the Rules.
2. The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs, save for the cases where the Centre fixes separate Administrative Fees for the claims and the counterclaims in accordance with Article 45, paragraph 2 of the Rules.

3. Where the sum in dispute cannot be ascertained, the Centre shall determine the Administrative Fees taking all relevant circumstances into account.
4. In exceptional circumstances, the Centre may deviate from the amounts set out in Table 1 of Annex 1 to the Rules.

Article 43: Fees of the Arbitral Tribunal

1. The Fees of the Arbitral Tribunal shall be fixed by the Centre in accordance with the applicable Schedule of Fees in Annex 1, and the stage of the proceedings at which the arbitration concluded. In exceptional circumstances, the Centre may determine that an additional fee over that prescribed in the applicable Schedule of Fees shall be paid.
2. The sum in dispute shall be the aggregate value of all claims, counterclaims and set-offs, save for the cases where the Centre fixes separate Fees of the Arbitral Tribunal for the claims and the counterclaims in accordance with Article 45, paragraph 2 of the Rules.
3. Where the sum in dispute cannot be ascertained, the Centre shall determine the Fees of the Arbitral Tribunal taking all relevant circumstances into account.
4. In relation to interpretation, correction or completion of any Award under Articles 36, 37 or 38 of the Rules, the Arbitral Tribunal may charge its expenses referred to in Article 40, paragraph 2 (d) and e) of the Rules, but no additional fees.

Article 44: Deposits of the Arbitration Costs

1. The Parties shall pay the deposit towards the Arbitration Costs within 14 days after the receipt of the request for payment made by the Centre.
2. If the deposit of the Arbitration Costs are not paid in accordance with paragraph 1 of this Article, the Centre shall so inform the Parties in order that one or more of them may make the required payment within a specified period of time set by the Centre. If such payment is not made, the Centre may suspend or terminate the arbitral proceedings if the Arbitral Tribunal has not yet been

fully constituted, or if it has not yet commenced the conduct of the proceedings, otherwise the Centre may request the Arbitral Tribunal to make such suspension or termination of the arbitral proceedings.

3. Save for the Registration Fee under Article 41 of the Rules, unless otherwise agreed by the Parties, the deposits of the Arbitration Costs are payable in equal shares by the Parties. Where counterclaims or set-offs are submitted, the Centre may, at the request of a Party, decide that each Party shall pay deposits of the Arbitration Costs corresponding to its claims, taking into consideration the relevant circumstances of the case.
4. The amount of any deposits of the Arbitration Costs fixed by the Centre may be subject to re-adjustment at any time during the course of the arbitration based on the change in the aggregate value of the claims, counterclaims and set-offs. The Arbitral Tribunal shall inform the Centre of any change in the sum in dispute. If the relevant payment relating to the re-adjustment is not made within the specified period of time set by the Centre, the Centre may request the Arbitral Tribunal to suspend or terminate the arbitral proceedings with respect to the re-adjusted sum claimed, counterclaimed or subject of a set-off.
5. Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the Arbitration Costs shall be made by the Centre. Such estimate may be based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available.
6. The Centre may from time-to-time direct Parties to make further deposits towards the Arbitration Costs.
7. The Parties are jointly and severally liable to the Centre for the Administrative Fees and the Fees of the Arbitral Tribunal. Any Party is free to pay the whole of the deposits towards the Arbitration Costs should the other Party fail to pay its share.
8. In all cases, the Arbitration Costs shall be finally determined by the Centre at the conclusion of the proceedings. If the claim and/or counterclaim is not quantified, the Centre shall finally determine

the Arbitration Costs, as set out in Article 40, in its discretion. The Centre shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration concluded. In the event that the Arbitration Costs determined are less than the deposits made, there shall be a refund in such proportions as the Parties may agree, or failing an agreement, in the same proportions as the deposits were made.

9. All deposits towards the Arbitration Costs shall be made to and held by LIAC. Any interest which may accrue on such deposits shall be retained by LIAC.

Article 45: Payment of Costs

1. Before awarding the Costs of the Arbitration, the Arbitral Tribunal shall request that the Centre provides a statement relating to the deposits made by the Parties and, to the extent applicable, request from the Parties their Legal Costs incurred in relation to the arbitration.
2. The Arbitration Costs shall be paid by the Parties to the Centre in accordance with the Centre's directions. However, the Arbitral Tribunal shall decide the proportions in which the parties shall bear such Arbitration Costs. If the Arbitral Tribunal decides that all or any part of the Arbitration Costs shall be borne by a party other than a party which has already covered such costs by way of payment to the Centre, the latter shall have the right to recover the appropriate amount from the former party.
3. The Parties shall remain jointly and severally liable to pay to the Centre and the Arbitral Tribunal the Arbitration Costs.

Article 46: Expenses

In addition to the Administrative Fees and the Fees of the Arbitral Tribunal, the Centre shall fix an amount to cover any reasonable travel and other expenses referred to in Article 39, paragraph 2 (d) – (f) of the Rules. Such expenses shall be payable in equal shares by the Claimant(s) and the Respondent(s). If such expenses are not paid in full within 14 days after the receipt of the request of payment made by the Centre to the Parties, the Centre shall so inform the Parties in order that

one or more of them may make the required payment. If such payment is not made, the Centre may request that the Arbitral Tribunal suspends or terminates the arbitral proceedings.

OTHER PROVISIONS**Article 47: Joinder of Additional Parties**

1. Prior to the constitution of the Tribunal, a Party or non-Party to the arbitration may file an application with the Centre for one or more additional Parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent (the “Application for Joinder”), provided that any of the following criteria is satisfied:
 - a) the additional Party to be joined is prima facie bound by the arbitration agreement; or
 - b) all Parties, including the additional Party to be joined, have consented to the joinder of the additional Party.

2. An Application for Joinder under Article 47.1 shall include:
 - a) the case reference number of the pending arbitration;
 - b) the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all Parties, including the additional Party to be joined, and their representatives, if any, and any arbitrators who have been nominated or appointed in the pending arbitration;
 - c) whether the additional Party is to be joined as a Claimant or a Respondent;
 - d) the information specified in Article 3 paragraph 1 (b) and (c) ;
 - e) if the application is being made under Article 47.1(b), identification of the relevant agreement and, where possible, a copy of such agreement; and
 - f) a brief statement of the facts and legal basis supporting the application.

The Application for Joinder is deemed to be complete when all the requirements of this paragraph 2 are fulfilled or when the Centre determines that there has been substantial compliance with such requirements. The Centre shall notify all Parties, including the additional Party to be joined, when the Application for Joinder is complete.

3. The Party or non-Party applying for joinder under Article 47.1 shall, at the same time as it files an Application for Joinder with the Centre, send a copy of the application to all Parties, including the

additional Party to be joined, and shall notify the Centre that it has done so, specifying the mode of service employed and the date of service.

4. The Court shall, after considering the views of all Parties, including the additional Party to be joined, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any Application for Joinder under Article 47.1. The Court's decision to grant an application for joinder under this Article 47.4 is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Court's decision to reject an Application for Joinder under Article 47.4, in whole or in part, is without prejudice to any Party's or non-Party's right to apply to the Tribunal for joinder pursuant to Article 47.8.
5. Where an Application for Joinder is granted under Article 47.4, the date of receipt of the complete Application for Joinder shall be deemed to be the date of commencement of the arbitration in respect of the additional Party.
6. Where an Application for Joinder is granted under Article 47.4, the Court may revoke the appointment of any arbitrators appointed prior to the decision on joinder. Unless otherwise agreed by all Parties, including the additional Party joined, Article 7 to Article 10 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Court's decision under Article 47.4.
7. The Court's decision to revoke the appointment of any arbitrator under Article 47.6 is without prejudice to the validity of any act done or order or Award made by the arbitrator before his or her appointment was revoked.
8. After the constitution of the Tribunal, a Party or non-Party to the arbitration may apply to the Tribunal for one or more additional Parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:
 - a) the additional Party to be joined is prima facie bound by the arbitration agreement; or
 - b) all Parties, including the additional Party to be joined, have consented to the joinder of the additional Party. Where appropriate, an application to the Tribunal under this Article 47.8 may be filed with the Centre.

9. Subject to any specific directions of the Tribunal, the provisions of Article 47 paragraph 2 shall apply, mutatis mutandis, to an application for joinder under Article 47.8.
10. The Tribunal shall, after giving all Parties, including the additional Party to be joined, the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder under Article 47.8. The Tribunal's decision to grant an Application for Joinder under Article 47.10 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.
11. Where an Application for Joinder is granted under Article 47.10, the date of receipt by the Tribunal or the Centre, as the case may be, of the complete Application for Joinder shall be deemed to be the date of commencement of the arbitration in respect of the additional Party.
12. Where an Application for Joinder is granted under Article 47.4 or Article 47.10, any Party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such Party to challenge an arbitrator pursuant to Article 12.
13. Where an Application for Joinder is granted under Article 47.4 or Article 47.10, the requisite Registration Fee and any other Arbitration Costs under these Rules shall be payable for any additional claims or counterclaims.

Article 48: Consolidation

1. Prior to the constitution of any Tribunal in the arbitrations sought to be consolidated, a Party may file an application with the Centre to consolidate two or more arbitrations pending under these Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:
 - a) all Parties have agreed to the consolidation;
 - b) all the claims in the arbitrations are made under the same arbitration agreement; or
 - c) the arbitration agreements are compatible, and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal

contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

2. An application for consolidation under Article 48.1 shall include:
 - a) the case reference numbers of the arbitrations sought to be consolidated;
 - b) the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all Parties and their representatives, if any, and any arbitrators who have been nominated or appointed in the arbitrations sought to be consolidated;
 - c) the information specified in Article 3 paragraph 1 (c) and (d);
 - d) if the application is being made under Article 48.1(a), identification of the relevant agreement and, where possible, a copy of such agreement; and
 - e) a brief statement of the facts and legal basis supporting the application.
3. The Party applying for consolidation under Article 48.1 shall, at the same time as it files an application for consolidation with the Centre, send a copy of the application to all Parties and shall notify the Centre that it has done so, specifying the mode of service employed and the date of service.
4. The Court shall, after considering the views of all Parties, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for consolidation under Article 48.1. The Court's decision to grant an application for consolidation under this paragraph is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Court's decision to reject an application for consolidation under this paragraph, in whole or in part, is without prejudice to any Party's right to apply to the Tribunal for consolidation pursuant to Article 48.5. Any arbitrations that are not consolidated shall continue as separate arbitrations under these Rules.
5. Where the Court decides to consolidate two or more arbitrations under Article 48.4, the arbitrations shall be consolidated into the arbitration that is deemed by the Centre to have commenced first, unless otherwise agreed by all Parties or the Court decides otherwise having regard to the circumstances of the case.

6. Where an application for consolidation is granted under Article 48.4 the Court may revoke the appointment of any arbitrators appointed prior to the decision on consolidation. Unless otherwise agreed by all Parties, Article 7 to Article 10 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Court's decision under Article 48.4.

7. After the constitution of any Tribunal in the arbitrations sought to be consolidated, a Party may apply to the Tribunal to consolidate two or more arbitrations pending under these Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:
 - a) all Parties have agreed to the consolidation;
 - b) all the claims in the arbitrations are made under the same arbitration agreement, and the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s); or
 - c) the arbitration agreements are compatible, the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s), and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

8. Subject to any specific directions of the Tribunal, the provisions of paragraph 2 shall apply, mutatis mutandis, to an application for consolidation under Article 48.7.

9. The Tribunal shall, after giving all Parties the opportunity to be heard, and having regard to the circumstances of the case (including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed), decide whether to grant, in whole or in part, any application for consolidation under Article 48.7. The Tribunal's decision to grant an application for consolidation under this paragraph 9 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision. Any arbitrations that are not consolidated shall continue as separate arbitrations under these Rules.

10. Where an application for consolidation is granted under Article 48.9, the Court may revoke the appointment of any arbitrators appointed prior to the decision on consolidation.
11. The Court's decision to revoke the appointment of any arbitrator under paragraph 6 or paragraph 10 is without prejudice to the validity of any act done or order or Award made by the arbitrator before his appointment was revoked.
12. Where an application for consolidation is granted under Article 48.4 or paragraph 9, any Party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such Party to challenge an arbitrator pursuant to Article 12.

Article 49: Early Dismissal of Claims and Defences

1. A Party may apply to the Tribunal for the early dismissal of a claim or defence (including any counterclaim, cross-claim, defence to counterclaim or defence to cross-claim) on the basis that:
 - a) a claim or defence is manifestly without legal merit; or
 - b) a claim or defence is manifestly outside the jurisdiction of the Tribunal.
2. An application for the early dismissal of a claim or defence under this Article 49.1 shall state in detail the facts and legal basis supporting the application. The Party applying for early dismissal shall, at the same time as it files the application with the Tribunal, send a copy of the application to the other Party, and shall notify the Tribunal that it has done so, specifying the mode of service employed and the date of service.
3. The Tribunal may, in its discretion, allow the application for the early dismissal of a claim or defence under Article 49.1 to proceed. If the application is allowed to proceed, the Tribunal shall, after giving the Parties the opportunity to be heard, decide whether to grant, in whole or in part, the application for early dismissal under Article 49.1.

4. If the application is allowed to proceed, the Tribunal shall make an order or Award on the application, with reasons, which may be in summary form. The order or Award shall be made within 60 days of the date of filing of the application, unless, in exceptional circumstances, the Centre extends the time.

Article 50: Third-Party Funding

1. A Party that is funded by a non-Party (“Third Party”) in relation to the proceedings and its outcome shall promptly disclose to the Centre the existence of the funding and the identity of the funder at the commencement of and throughout the arbitral proceedings. If the Third-Party providing funding is a juridical person, the disclosure shall include the names of the person and entities that own and control that juridical person.
2. The Centre shall transmit the notice of Third-Party funding and any notification of changes to the information in such notice to the Parties, and to any arbitrator proposed for appointment or appointed.

Article 51: Confidentiality

1. Unless the Parties expressly agree in writing to the contrary, the Parties undertake to keep confidential all Awards and decisions (of the Arbitral Tribunal Centre or Court) as well as all materials created for the purpose of the arbitral proceedings, including those submitted by the other Parties, not otherwise in the public domain, save and to the extent that a disclosure may be required of a Party according to a legal duty, to protect or pursue a legal right or to enforce or challenge an Award in legal proceedings before a judicial authority. This undertaking also applies to all those that are involved in the arbitral proceedings, including but not limited to the arbitrators, Emergency Arbitrators, the appointed experts, the secretary of the Arbitral Tribunal and the Centre.
2. The discussions and deliberations of the Tribunal shall be confidential, save and to the extent that a disclosure may be required by a court decision.

3. The Centre undertakes not to publish any decision or Award or any part thereof that reveals the identity of any of the Parties without the prior written consent of all Parties.

Article 52: Exclusion of Liability

1. Any arbitrator, including any Emergency Arbitrator, any person appointed by the Tribunal, including any administrative secretary and any expert, the Centre, members of the Court, and any directors, officers and employees of LIAC, shall not be liable to any person for any negligence, act or omission in connection with any arbitration administered by LIAC in accordance with these Rules, except to the extent such limitation of liability is prohibited by applicable law.
2. To the extent permitted by applicable law, LIAC, including the members of the Court, directors, officers, employees or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not be under any obligation to make any statement in connection with any arbitration administered by LIAC in accordance with these Rules. To the extent permitted by applicable law, no Party shall seek to make the Centre, any member of the Court, director, officer, employee of LIAC, or any arbitrator, including any emergency arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, act as a witness in any legal proceedings in connection with any arbitration administered by LIAC in accordance with these Rules.

Article 53: Retrieval and Destruction of Documents

1. The Party that submits original documents to the Centre shall request in writing the retrieval of such documents within 12 months after the date of communicating a copy of the Award to it. The Centre shall not be liable for any of such documents upon the lapse of the said period.
2. All copies of documents (including electronic copies) submitted by the Parties or the arbitrators to the Centre and vice versa may be destroyed upon the lapse of 12 months after the date of communicating a copy of the award to the Parties.

Annex 1: Schedule of Fees

Sums stated are in US dollars for international arbitrations and Zambian Kwacha for domestic arbitrations and are exclusive of value-added tax or other taxes (if payable).

This Schedule of Fees is effective as of 5th April 2024 and is applicable to all arbitrations commenced on or after 5th April 2024.

Registration Fee (Non-Refundable)

USD 250 (International)

ZMW 1,000 (Domestic)

Administrative Fees

The Administrative Fee calculated in accordance with the Schedule below applies to all arbitrations administered by LIAC and is the maximum amount payable to LIAC. The registration fee will be considered as an advance on the administration fee.

Table 1a: Administration Fees (International)

Sum in Dispute (US\$)	Administration Fees (US\$)
Up to 200,000	750
200,001 to 500,000	750 + 0.75% excess over 200,000
500,001 to 1,000,000	3,000 + 0.60% excess over 500,000
1,000,001 to 2,000,000	6000 + 0.40% excess over 1,000,000
2,000,001 to 5,000,000	10,000 + 0.2% excess over 2,000,000
5,000,001 to 10,000,000	16,000 + 0.1% excess over 5,000,000
10,000,001 to 50,000,000	20,000 + 0.0125% excess over 10,000,000
Above 50,000,000	25,000

Table 1b – Administrative Fees (Domestic)

Sum in Dispute (ZMW)	Administration Fees (ZMW)
Non-monetary or up to 5,000,000	10,000
Above 5,000,000	10,000 + 0.06% excess of 5,000,000 to a maximum of 50,000

The Administrative Fee does not include the following:

- Fees and expenses of the Tribunal;
- Usage cost of facilities and support services for and in connection with any hearing (e.g. hearing rooms and equipment, transcription, courier services, and interpretation services).

LIAC may from time to time establish schemes for particular sectors with different scales of administrative fees.

Fees of the Arbitral Tribunal

For arbitrations conducted pursuant to and administered under these Rules, the fee calculated in accordance with the Schedule below is the maximum amount payable to each arbitrator.

Table 2: Fees of the Arbitral Tribunal (International)

Sum in Dispute (US\$)	Arbitrator's Fees (US\$)
Up to 50,000	1,000
50,001 to 1,000,000	1,000+ 2.5% excess over 50,000
1,000,001 to 2,000,000	24,750 + 1.5% excess over 1,000,000
2,000,001 to 5,000,000	39,750 + 1.25% excess over 2,000,000
5,000,001 to 10,000,000	77,250 + 0.700% excess over 5,000,000
10,000,001 to 50,000,000	112,250 + 0.075% excess over 10,000,000
50,000,001 to 80,000,000	142,250 + 0.05% excess over 50,000,000
80,000,001 to 100,000,000	157,250 + 0.025% excess over 80,000,000
100,000,001 to 500,000,000	162,250 + 0.02% excess over 100,000,000
Above 500,000,000	242,250 + 0.020% excess over 500,000,000 up to a maximum of 300,000

Table 2: Fees of the Arbitral Tribunal (Domestic)

Sum in Dispute (ZMW)	Arbitrator's Fees (ZMW)
Non-monetary or up to ZMW 5,000,000	20,000
5,000,001 to 50,000,000	20,000 + 1.5% excess over 5,000,000
50,001 to 100,000,000	675,000 + 1.25% excess over 50,000,000
100,000,000 to 200,000,000	1,300,000 + 0.7% excess over 100,000,000
200,000,000 to 500,000,000	2,000,000 + 0.25% excess over 200,000,000
Above 500,000,000	2,750,000 + 0.020% excess over 500,000,000 up to a maximum of 5,000,000

Emergency Interim Relief Fees

The following fees shall be payable in an application for emergency interim relief under Article 24 and Annex 2 to these Rules:

An application under Article 24 and Annex 2 must be accompanied by a payment of the following:

1. Administration Fee for Emergency Arbitrator Applications (Non-Refundable): **US\$500**
2. Emergency Arbitrator's Fees and Deposits: The deposits towards the Emergency Arbitrator's fees and expenses shall be fixed at **US\$5,000**, unless the Centre determines otherwise pursuant to Annex 2 to these Rules. The Emergency Arbitrator's fees shall be fixed at **US\$5,000**, unless the Centre determines otherwise pursuant to Annex 2 to these Rules.

Challenge Fee (Non-Refundable)

A Party submitting a notice of challenge shall make payment of the following challenge fee pursuant to Article 12:

US\$2,000 for international arbitrations

ZMW25,000 for domestic arbitrations

Other Fees

Appointment Fees (Non-Refundable)

The appointment fee is payable where a request for appointment of arbitrator(s) is made in an ad hoc case. The fee is payable by the Party requesting the appointment. A request for appointment must be accompanied by payment of the appointment fee prescribed below.

International – US\$2,000 per arbitrator

Domestic – ZMW5,000 per arbitrator

Payment Information

1. Payments may be made by a local cheque payable to “Lusaka International Arbitration Centre”. All cheques should be sent directly to: **Lusaka International Arbitration Centre**
2. Payments may also be made by bank transfer to our bank account (please absorb bank charges). Details are as follows:

Account Name / Beneficiary	:	Lusaka International Arbitration Centre
Bank Account No. ZMW	:	5969810500144
Bank Account No. USD	:	5969810500245
Bank Name	:	Stanbic Manda Hill
Swift Code	:	ZNCOZMLU
Bank Branch Code	:	010078
Branch:	:	Mulungushi

For easy identification of the remittance, Parties are required to include in their remittance details “Case Reference Number – Claimant or Respondent”. To help us with tracking the deposits, we request that you

send us a copy of the remittance record as soon as the funds are transferred. Please note that LIAC's policy is to accept payments from the Party or its authorised representative (e.g., the Party's counsel).

Parties are advised to check with LIAC for the latest bank account details before making any bank transfer.

Annex 2: Emergency Arbitrator Rules

Article 1: Emergency Arbitrator

1. Concurrent with or following the filing of a Notice of Arbitration, but before the constitution of the Arbitral Tribunal, a Party initiating recourse to an Emergency Arbitrator pursuant to Article 24, paragraph 1 of the LIAC Arbitration Rules shall submit its application for urgent interim measures (the “Urgent Application”) to the Centre.
2. The powers of the Emergency Arbitrator shall be those set out in Article 24, paragraphs 1, 2, 6 and 7 of the LIAC Arbitration Rules. Such powers terminate when an Emergency Decision, as defined in Article 8, paragraph 1 of this Annex, ceases to be binding according to Article 9, paragraph 4 of this Annex.

Article 2: Urgent Application for the appointment of an Emergency Arbitrator

1. The Urgent Application shall include the following:
 - a) The name in full, description, address and other contact details of each of the Parties;
 - b) The name in full, address and other contact details of any person(s) representing the applicant;
 - c) A description of the circumstances giving rise to the Urgent Application and of the underlying dispute referred or to be referred to arbitration;
 - d) A statement of the urgent measures sought;
 - e) The reasons why the applicant needs urgent measures that cannot await the constitution of an Arbitral Tribunal;
 - f) Any relevant agreements and, in particular, the arbitration agreement;
 - g) Any agreement as to the place of the arbitration, the applicable rules of law or the language of the arbitration;
 - h) Proof of payment of the amount referred to in Article 11, paragraph 1 of this Annex; and
 - i) Any Notice of Arbitration and any other submissions in connection with the underlying dispute, which have been filed with the Centre by any of the Parties to the Emergency Arbitrator proceedings prior to the making of the Urgent Application.

2. The Urgent Application shall be drawn up in the language of the arbitration if agreed upon by the Parties or, in the absence of any such agreement, in the language of the arbitration agreement.
3. The Urgent Application shall be submitted in a number of copies equal to the number required to provide one copy for the Emergency Arbitrator, one copy for each of the remaining Parties and one copy for the Centre.
4. The Centre shall terminate the Emergency Arbitrator proceedings if a Notice of Arbitration has not been received by the Centre from the applicant within [(10)] days of the Centre's receipt of the Urgent Application, unless the Emergency Arbitrator or the Centre determines that a longer period of time is necessary.

Article 3: Communication of the Urgent Application to the other Party

As soon as an Urgent Application for the appointment of an Emergency Arbitrator has been submitted and accepted by the Centre, the Centre shall communicate the Urgent Application to the other Party provided that the proof of payment of the amount referred to in Article 11, paragraph 1 of this Annex has been submitted to the Centre.

Article 4: Appointment, challenge and replacement of the Emergency Arbitrator

1. The Centre shall appoint an Emergency Arbitrator within as short a time as possible, normally within 2 days from the Centre's acceptance of the Urgent Application.
2. An Emergency Arbitrator shall not be appointed if the Centre prima facie lacks jurisdiction over the dispute.
3. The appointment of an Emergency Arbitrator shall be completed only upon the acceptance of his or her mission. A prospective Emergency Arbitrator shall sign a statement of acceptance, availability, impartiality and independence communicated by the Centre. The Centre shall provide a copy of such statement to the Parties.
4. Every Emergency Arbitrator shall be and remain impartial and independent of the Parties involved in the dispute.

5. A Party that intends to challenge the Emergency Arbitrator shall file with the Centre a written notice of its challenge within 2 days after it has been notified of the appointment of the challenged arbitrator, or within 2 days after the circumstances justifying the challenge became known to that Party. The notice of challenge shall state the reasons for the challenge. The Centre shall communicate the notice of challenge to all other Parties and to the Emergency Arbitrator who is challenged.
6. If within 2 days from the date of communicating the notice of challenge to all Parties the Parties do not agree to remove the challenged arbitrator or the latter does not withdraw, the challenge shall be decided by the Court after the Centre has afforded an opportunity for the Emergency Arbitrator and the other Party or Parties to provide comments in writing within a suitable period of time.
7. Where an Emergency Arbitrator has to be replaced during the course of the emergency arbitral proceedings, a substitute Emergency Arbitrator shall be appointed as per paragraph 1 of this Article. If the Emergency Arbitrator is replaced, the proceedings shall resume at the stage where the Emergency Arbitrator was replaced or ceased to perform his or her functions, unless the substitute Emergency Arbitrator decides otherwise. However, in the event that the replacement takes place and a hearing has been held, another hearing shall be held in the presence of the substitute arbitrator.
8. An Emergency Arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Urgent Application and in respect of which he or she has acted.

Article 5: Place of the Emergency Arbitrator proceedings

1. If the Parties have agreed upon the seat of the arbitration, such seat shall be the place of the Emergency Arbitrator proceedings. In the absence of such agreement, the seat of the proceedings for emergency interim relief shall be Lusaka, without prejudice to the determination of the seat of the arbitration pursuant to Article 17, paragraph 1 of the LIAC Arbitration Rules.

2. Any meetings with the Emergency Arbitrator may be conducted remotely or in person at any location the Emergency Arbitrator considers appropriate.

Article 6: Referral to the Emergency Arbitrator and written communications

Once an Emergency Arbitrator has been appointed, the Centre shall promptly refer the Urgent Application, and any other documents or information relating to the Urgent Application, to the Emergency Arbitrator. Thereafter, all written communications from the Parties shall be submitted directly to the Emergency Arbitrator with a copy to the other Party and the Centre. A copy of any written communications from the Emergency Arbitrator to the Parties shall be submitted to the Centre.

Article 7: Conduct of the Emergency Arbitrator proceedings

1. The Emergency Arbitrator may conduct the proceedings in such a manner as he or she considers appropriate, taking into account the urgency inherent in such proceedings and ensuring that each Party has a reasonable opportunity to be heard on the Urgent Application.
2. The Emergency Arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings within as short a time as possible, normally within three days from the transmission of the relevant documents to the Emergency Arbitrator.

Article 8: Emergency Decision

1. The Emergency Arbitrator's decision on the Urgent Application, whether in the form of an order or award or in any other form, shall be referred to as (the "Emergency Decision").
2. The Emergency Decision shall be made within 14 days from the date on which the Centre transmitted the Urgent Application pursuant to Article 6 of this Annex, and any other documents or information relating to the Urgent Application to the Emergency Arbitrator. This time limit may be extended by agreement of the Parties or, in exceptional circumstances, by the Court.
3. The Emergency Decision shall:
 - a) be made in writing;

- b) contain the date when it was made, the arbitration agreement invoked, the place of the Emergency Arbitrator proceedings and the reasons upon which the Emergency Decision is based, including a determination on the Emergency Arbitrator's own jurisdiction; and
 - c) be signed by the Emergency Arbitrator.
4. Within the time limit established pursuant to paragraph 2 of this Article, the Emergency Arbitrator shall send the Emergency Decision to the Parties, with a copy to the Centre.
 5. The Emergency Arbitrator may make the Emergency Decision subject to such conditions as he or she thinks fit, including requiring the provision of appropriate security.
 6. The Emergency Decision may be made even if in the meantime the Arbitral Tribunal has been fully constituted.

Article 9: Binding effect of the Emergency Decision

1. An Emergency Decision shall be binding on the Parties when rendered and shall have the same effect as an interim measure granted pursuant to Article 24 of the LIAC Arbitration Rules.
2. At the reasoned request of a Party made prior to the constitution of the Arbitral Tribunal, the Emergency Arbitrator may modify, suspend or terminate the Emergency Decision.
3. By agreeing to arbitration under the LIAC Arbitration Rules, the Parties undertake to comply with any Emergency Decision without delay.
4. The Emergency Decision ceases to be binding if:
 - a) The Emergency Arbitrator, pursuant to paragraph 2 of this Article, or an Arbitral Tribunal so decides;
 - b) The Court upholds a challenge against the Emergency Arbitrator pursuant to Article 4 of this Annex;
 - c) An Arbitral Tribunal makes a final award, unless the Arbitral Tribunal expressly decides otherwise;

- d) The case is not referred to an Arbitral Tribunal within 90 days from the date of the Emergency Decision. This time limit may be extended by agreement of the Parties or, in appropriate circumstances, by the Centre.
 - e) The challenge against the Emergency Arbitrator is accepted by Court, pursuant to Article 4, paragraphs 6 and 7 of this Annex ; or
 - f) There is a withdrawal of all claims or upon the termination of the arbitral proceedings before the rendering of a final award.
5. For the avoidance of doubt, once constituted an Arbitral Tribunal is not bound by the decision(s) and reasons of the Emergency Arbitrator.

Article 10: Possibility of resorting to competent judicial authority

The Emergency Arbitrator provisions are not intended to prevent any Party from seeking urgent interim or conservatory measures from a competent judicial authority. Any request for such measures from a competent judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Article 11: Costs of the Emergency Arbitrator proceedings

1. The Party applying for the appointment of an Emergency Arbitrator shall pay the costs set out in Annex 1 upon filing the Urgent Application. In appropriate cases, the Centre may increase the amount of the deposits requested from the Party making the application. If the additional deposits are not paid within the time limit set by the Centre, the Urgent Application shall be considered as withdrawn.
2. The costs of the Emergency Arbitrator proceedings shall be finally determined by the Centre taking into account, inter alia, the nature of the case and the nature and amount of work performed by the Emergency Arbitrator, the Court, and the Centre, and shall include:
 - a) The fee of the Emergency Arbitrator; and
 - b) The Administrative Fee.

3. At the request of a Party, the Emergency Arbitrator shall in the Emergency Decision apportion the costs of the proceedings, including the reasonable costs incurred by the Parties, and costs for legal representation, between the Parties, subject to the power of the Arbitral Tribunal to finally determine the apportionment of such costs.

4. In the event that the proceedings do not take place pursuant to this Annex or are otherwise terminated prior to the making of an Emergency Decision, the Centre shall determine the amount to be reimbursed to the applicant, if any.

Annex 3: Expedited Arbitration Rules

1. By agreeing to arbitration under the Rules, the parties agree that the Expedited Arbitration Rules contained in this Annex 3 shall take precedence over any contrary terms of the arbitration agreement.
2. Prior to the constitution of the Tribunal, a Party may file an application with the Centre for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule, provided that any of the following criteria is satisfied:
 - a) the amount in dispute does not exceed the equivalent amount of US\$2,000,000, representing the aggregate of the claim, counterclaim and any defence of set-off;
 - b) the Parties so agree; or
 - c) in cases of exceptional urgency.

The application should specify which of the three criteria is being relied upon and set out the specific grounds for exceptional urgency (if applicable). The Party applying for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule shall, at the same time as it files an application for the proceedings to be conducted in accordance with the Expedited Procedure with the Centre, send a copy of the application to the other Party and shall notify the Centre that it has done so, specifying the mode of service employed and the date of service.

3. The Expedited Procedure Rules shall not apply if:
 - a) the Parties have agreed to opt out of the Expedited Procedure Rules; or
 - b) the Court, upon the request of a Party before the constitution of the Arbitral Tribunal or on its own motion, determines that it is inappropriate in the circumstances to apply the Expedited Procedure Rules.
4. Where a Party has filed an application with the Centre under paragraph 2, and where the Centre determines, after considering the views of the Parties, and having regard to the circumstances of the case, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:

- a) the Centre may abbreviate any time limits under these Rules;
 - b) the case shall be referred to a sole arbitrator, unless the Centre determines otherwise;
 - c) the Tribunal may, in consultation with the Parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required for the examination of any witness and expert witness as well as for any oral argument;
 - d) the final Award shall be made within six months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Centre extends the time for making such final Award; and
 - e) the Tribunal may state the reasons upon which the final Award is based in summary form, unless the Parties have agreed that no reasons are to be given.
5. Upon application by a Party, and after giving the Parties the opportunity to be heard, the Tribunal may, having regard to any further information as may subsequently become available, and in consultation with the Centre, order that the arbitral proceedings shall no longer be conducted in accordance with the Expedited Procedure. Where the Tribunal decides to grant an application under this paragraph 5, the arbitration shall continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

Annex 4: Criteria for Listing on the LIAC Panels of Arbitrators

Article 1: Minimum standards for LIAC Panel of Domestic Arbitrators

Applicants wishing to apply to be admitted to the to the LIAC Panel of Domestic Arbitrators must demonstrate an appropriate level of expertise and experience in international arbitration and be of good standing and character. In general, applicants will be required to meet the minimum standards set out below:

1. Educational degree(s) and/or professional license(s) appropriate to the applicant's field of expertise
2. At least five (5) years post qualification experience;
3. Have undertaken a recognized course of study in the law and practice of arbitration and have been at least qualified to the Full Membership of the Chartered Institute of Arbitrators or any comparable professional arbitration Institute.
4. Experience as an arbitrator or counsel in two or more arbitration cases
5. Membership in a professional association(s)
6. Aged between 30 and 70 years.

Article 2: Minimum standards for LIAC Panel of International Arbitrators

Applicants wishing to apply to be admitted to the LIAC Panel of International Arbitrators must demonstrate an appropriate level of expertise and experience in international arbitration and be of good standing and character. In general, applicants will be required to meet the minimum standards set out below:

1. Educational degree(s) and/or professional license(s) appropriate to your field of expertise;
2. At least ten (10) years post qualification experience or senior-level business or professional experience;
3. Be a Fellow of Chartered Institute of Arbitrators or any comparable professional arbitration institute;
4. Experience as an arbitrator or counsel in five or more cases;
5. Membership in a professional association(s)

Article 3: Admission

Application for admission to the LIAC Panel of Arbitrators shall be made in writing to the Centre.

The Centre reserves the right, in its absolute discretion, to admit or to refuse the admission of any person to the Panel.

In exercising its discretion, Centre will have regard to the qualifications, experience and standing of an applicant as well as to the number of arbitrators currently on the Panels from the country in which the applicant is resident.

LIAC will retain the applicant’s personal information to the extent one or more of the purposes described in this Annex for which it was collected remains valid and for other legal or purposes for which LIAC is required to retain such information, always in accordance with Zambian law.

LIAC also reserves the right, in its absolute discretion, to remove any person from the Panel at any time.

Article 4: Application fee

The application fee to the LIAC Panels of domestic and international arbitrators is shown in Table 3.

Table 3: Application fee for LIAC Panels of Arbitrators

Status	Domestic Arbitration Panel (US\$)	International Arbitration Panel (US\$)	Both Panels (US\$)
Resident *	100	200	300
Non- Resident	150	250	350

Payment of the application fee to LIAC shall be by local cheque or bank transfer to the LIAC account specified by the Centre.

(*) Resident is defined as being a resident in Zambia.

Article 5: Annual fee

Retention on the LIAC Panel of Domestic Arbitrators and/or the LIAC Panel of International Arbitrators shall be subject to payment of an annual fee to be determined by the Board of Directors from time to time.

Annex 5: Terms of Engagement of Arbitrators

1. The Arbitrator's fees shall be determined by the Centre in accordance with the Schedule in Annex 1 to the LIAC Arbitration Rules.
2. The reasonable expenses of the Arbitrator as provided for under Article 39 (1) (d) and (e) of the LIAC Arbitration Rules shall be determined by the Centre after consultation with the Arbitrator.
3. The Arbitrator shall not directly or indirectly enter into agreements with the Parties or their representatives with respect to his or her fees or expenses.
4. The Fees of the Arbitral Tribunal shall be paid to the Arbitral Tribunal upon rendering its final award signed by it. An advance, not exceeding half of the deposited Fees of the Arbitral Tribunal, may be paid before rendering the final award at the request of the Arbitral Tribunal, taking into consideration the work performed by the Arbitral Tribunal and other relevant circumstances.
5. The reasonable expenses of the Arbitral Tribunal shall be reimbursed upon provision of proof of incurring of expenses.
6. Should changes in the composition of the Arbitral Tribunal occur due to the death of an arbitrator, the Centre, in consultation with the re-constituted Arbitral Tribunal, shall determine the fees of the arbitrator who has died after accepting his or her mission and before rendering the award, having regard to the work he or she has performed and all other relevant circumstances.
7. The arbitrator who is removed according to Article 13 of the LIAC Arbitration Rules or successfully challenged according to Article 14 of the Rules shall not be entitled to any fees, save for any fees already paid to such arbitrator in accordance with paragraph 4 of this Annex.
8. The arbitrator who resigns shall not be entitled to any fees, unless the Centre decides, after consulting the re-constituted Arbitral Tribunal, to deduct an amount out of its fees for the said arbitrator, having regard to the work performed before his or her resignation, any fees already paid in accordance with paragraph 4 of this Article and other relevant circumstances.

Annex 6: Model Arbitration Clauses

LIAC Arbitration Clause

Any dispute, controversy or claim arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Lusaka International Arbitration Centre (LIAC) in accordance with the LIAC Arbitration Rules for the time being in force, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be [one/three] unless the parties agree otherwise in writing.

The seat, or legal place, of arbitration shall be Lusaka, [Zambia].

The language to be used in the arbitration proceedings shall be [English].

The governing law of the contract shall be the law of [Zambian].

Existing Dispute

A dispute having arisen between the parties concerning [.....], the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration administered by the Lusaka International Arbitration Centre (LIAC) in accordance with the LIAC Arbitration Rules for the time being in force.

The number of arbitrators shall be [one/three].

The seat, or legal place, of arbitration shall be Lusaka, [Zambia].

The language to be used in the arbitration proceedings shall be [English].

The governing law of the contract shall be the law of [Zambia].

Annex 7. Constitution of the Lusaka International Arbitration Centre (LIAC) Arbitration Court

(Adopted in 2024)

ARTICLE 1: THE COURT

1. The Court does not itself decide the merits of disputes submitted to LIAC under the Rules. It supervises the administration of the resolution of disputes by arbitral tribunals and performs its functions accordance with the Rules.
2. The functions of the Court under the Rules shall be performed in its name by either (i) the President of the Court; or (ii) any of its Vice-Presidents; or (iii) by a division of three or more members of the Court appointed by its President.
3. The Court is assisted in its work by the Secretariat. All communications in the arbitration to the Court shall be addressed to the Secretary-General.
4. Except as provided in these Rules, the decisions of the President, the Court and the Secretary General with respect to all matters relating to an arbitration shall be conclusive and binding upon the parties and the Tribunal and the parties waive any right of appeal or review in respect of any decisions of the President, the Court and the Secretary General to any State court or other judicial authority.
4. The President, the Court and the Secretary General shall not be required to provide reasons for such decisions, unless the Court determines otherwise or as may be provided in these Rules.

ARTICLE 2: COMPOSITION

1. The Arbitration Court (“the Court”) shall, subject to Article 2(3), consist of up to Twenty-Five members appointed by the Board of Directors of the Lusaka International Arbitration Centre (LIAC) (“the Board”) of whom no more than seven shall be of the same nationality.

2. The members of the Court shall serve for a five-year term. Save in exceptional circumstances, they shall not be re-appointed to consecutive terms.

3. The Court shall make recommendations to the Board to fill appointments arising from retirements or casual vacancies and on other issues relating to the composition of the Court from time to time as appropriate.

Article 2. OFFICERS OF THE COURT

1. The Officers of the Court shall consist of:

(a) a President appointed by the Board on the recommendation of the Court, to serve for a period of up to three years, and to be eligible for reappointment; and

(b) Up to seven Vice Presidents appointed by the Court, to serve for a period of five years, automatically extending their terms as members of the Court for such five-year period, unless their term as a member of the Court has previously been extended in which case they will serve until the expiry of such extended term..

2. At the request of the President or, if not available, of the Secretary General or a Deputy Secretary General, any Vice President shall be entitled to exercise any of the functions and powers of the President.

3. Former Presidents will be invited by the Court to attend and to vote at Court meetings as Honorary Vice Presidents, for as long as they wish, and are not deemed to be ordinary members for the purposes of the number of members prescribed by Article A.1, though they shall be eligible for appointment for the purposes of Article 4(3).

Article 3. SECRETARY GENERAL AND DEPUTY SECRETARY GENERAL

1. There shall be a Secretary General and such number of Deputy Secretary General(s) as the Board may determine who shall be appointed by the Board.

2. There may be additional Secretary Generals and/or Deputy Secretary Generals appointed by the Board, or by the board of directors of LIAC to fulfil such roles pursuant to such rules and/or procedures as the Court and the Board may publish from time to time.

Article 4. FUNCTIONS OF THE COURT

1. The Court shall have power to do anything which it may consider appropriate for the proper performance of its functions, and in particular:

(a) to act as appointing authority under the LIAC Rules, the UNCITRAL Rules, and in any other case where an agreement provides for appointments by LIAC;

(b) to perform the functions conferred on it by any applicable rules of arbitration, mediation or conciliation, whether the LIAC Rules, any rules or procedures published by LIAC, the UNCITRAL Rules, or any other arbitration, mediation or conciliation rules;

(c) to keep the LIAC Rules, and any rules or procedures published by LIAC, and their associated schedules of costs, under review;

(d) to make recommendations to the Board as appropriate concerning the introduction of new general or specialist rules; and

(e) to promote the objectives of the LIAC and of international commercial arbitration generally.

2. All appointments of arbitrators and mediators shall be made in the name of the Court by the President or by a Vice President.

3. All other functions of the Court under Articles 4 (1) (a) and 4 (1) (b) shall be performed in the name of the Court:

(a) by the President or a Vice President; or

(b) by an Honorary Vice President, or a former Vice President of the Court, appointed by the President or a Vice President; or

(c) by 3 or 5-member divisions of the Court appointed by the President or a Vice President, and chaired by the President, a Vice President, an Honorary Vice President, or a former Vice President of the Court; or

(d) in the case of administrative functions by a Secretary General or Deputy Secretary General pursuant to Article 7(i).

4. For the purpose of performing specific tasks in relation to the functions of the Court under Articles 4(1) (c) to 4(1) (e), the President may set up ad hoc sub-committees of the Court chaired by any member appointed by the President, which shall report back to the Court.

5. In the performance of its functions under this Constitution, the Court, its Officers, its members and its former Vice Presidents shall at all times act independently of the Board.

6. No member or former member of the Court who has a connection with an arbitration in relation to which the LIAC exercises any functions of any kind may participate in or influence any decision of the Court relating to such arbitration.

Article 5. MEETINGS OF THE COURT

1. The Court shall meet as often as required and at least once a year.

2. Meetings shall be chaired by the President or a Vice President. A quorum shall be seven. The Chairman of the meeting shall have a casting vote.

Article 6. APPOINTMENT OF COURT MEMBERS AS ARBITRATORS

1. All members of the Court shall be eligible for appointment as arbitrators. However:

(a) the President shall only be eligible to serve as an arbitrator if the parties agree to nominate him as sole arbitrator or as Chairman; and

(b) the Vice Presidents shall only be eligible to serve as arbitrators if nominated by a party or the parties.

2. The President or Vice Presidents so nominated shall take no part in the appointment of an arbitral tribunal to which they have been nominated, or in any other function of the Court relating to such arbitration.

Article 7. FUNCTIONS OF THE SECRETARY GENERAL AND DEPUTY SECRETARY GENERAL(S)

The Secretary General and the Deputy Secretary shall:

(i) carry out in the name of the Court such day to day operations of the Court and administrative functions under any applicable arbitration, mediation or conciliation rules or procedures as may be authorised by the President from time to time; and

(ii) service the Court and any division or sub-committee set up under Article 4(3).

Article 8. CONFIDENTIALITY

The work of the Court is of a confidential nature which must be respected by everyone who participates in that work in whatever capacity. The Court lays down the rules regarding the persons who can attend the meetings of the Court and its Committees and who are entitled to have access to materials related to the work of the Court and its Secretariat.

Article 9. SCRUTINY OF ARBITRAL AWARDS

When the Court scrutinizes draft awards in accordance with the Rules, it considers, to the extent practicable, the requirements of mandatory law at the place of the arbitration.

Article 10. PLACE OF DECISION

The decisions of the Court shall be deemed to be made in Lusaka, Zambia.

Article 11. AMENDMENTS

The provisions of this Constitution may only be amended with the mutual consent of the Court and the Board.
