



مركز الأحساء للتحكيم التجاري  
Al Ahsa Center for Commercial Arbitration

# Procedural Arbitration Rules

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# Chapter One: Preliminary Provisions

## Article (1): Definitions

1. The following words and phrases, wherever mentioned in these Rules, shall have the meanings shown next to them unless the text indicates otherwise:

**A- Center:** Al-Ahsa Center for Commercial Arbitration.

**B- Board:** Board of Directors of Al-Ahsa Center for Commercial Arbitration.

**C- Executive Director:** Head of the Center's Executive Body.

**D- Articles of Association:** Articles of Association of Al-Ahsa Center for Commercial Arbitration.

**E- Procedural Rules:** The Center's rules that explain the procedures for resolving disputes.

**F- Law of Arbitration:** Saudi Law of Arbitration.

**G- Arbitration Agreement:** An agreement between two or more parties to refer all or some of the specific disputes that have arisen or may arise between them in a specific legal relationship, whether contractual or non-contractual, to arbitration. The arbitration agreement could be in the form of an arbitration clause contained in a contract or in the form of an independent arbitration stipulation.

**H- Arbitral Tribunal:** A single arbitrator or a group of arbitrators who decide on the dispute referred to arbitration.

**I- List:** List of names of arbitrators registered in the Center.

**J- Claim:** Any claim made by a party against another party.

**K- Parties:** Parties of the dispute (claimant and respondent) in the arbitration claim.

**L- Joined Party:** Any party that is joined in the arbitration according to these rules.

**M- Intervening Party:** Any party that intervenes in the arbitration according to these rules.

**N- Disputes of Multiple Contracts:** Disputes arising from more than one contract in a single arbitration request.

**O- Interim Measure:** Any temporary measure prior to the issuance of the final arbitration decision. This may include maintaining the status quo, taking action to prevent imminent or potential harm that may affect the arbitration process itself, providing a means to protect assets that could be used to execute a subsequent decision, preserving evidence that may be crucial in resolving the dispute.

**P- Arbitration Award:** The arbitration decisions issued by the arbitrators, which are considered final and binding.

**Q- Communications:** Include notifications, memos, requests, inquiries and their answers, alerts, evidence of proof, and any documents, or attachments.



2. Singular terms used in these rules also apply to plural forms and vice versa, as the context requires.

The terms such as claimant, respondent, arbitrator, representative, party, etc. are used to refer to both genders, natural and legal persons.

#### **Article (2): Scope of Application**

These rules apply to all arbitration disputes which the parties agree to refer to the Center. The agreement to refer them is considered an acknowledgment of acceptance of all the provisions and rules in these procedural rules.

#### **Article (3): Notifications, Correspondence, and Time Periods**

1. All communications and correspondences issued from the Center are under the name of the Executive Director of the Center. All communications and correspondences intended for the Center are directed to the Executive Director of the Center. Any notice, letter, or proposal must be delivered personally or by any communication method that provides a delivery record to the intended recipient or their authorized representative.
2. All correspondence to the Center must be in Arabic, but can also be in English, regardless of the language agreed upon in the arbitration.
3. The time periods specified in these rules commence from the day following the delivery or attempted delivery of the notification, letter, or proposal. Any time period under these rules is calculated according to the time zone of the Kingdom of Saudi Arabia, unless the parties, or the Arbitral Tribunal agree otherwise.
4. Any official holiday included within any time period under these rules is counted within that period.
5. If the last day of any time period under these rules falls on an official holiday at the place of receipt, that period is extended until the first working day following the end of the holiday.

#### **Article (4): Communication with the Parties**

The Center may delegate any of its staff or any administrative office or agency to communicate with the parties to facilitate agreement on matters related to the arbitration, such as choosing arbitrators from the list and any other matters that the Center sees the need to communicate with the parties about.

#### **Article (5): Arbitration Request**

1. The claimant sends an arbitration request to the Center, and the Center notifies the respondent about the arbitration request and its receipt date.
2. The arbitration request must include the following:
  - A- Request to refer the dispute to arbitration.

- B- Names, addresses, phone and fax numbers, and email addresses of the parties to the arbitration and the claimant's representatives, if any.
  - C- Reference to the arbitration agreement relied upon by the claimant, along with a copy of the agreement.
  - D- Reference to the contracts or other legal documents from which the dispute arose, and a copy of them, if possible, or a brief description of the related legal relationship if no contract or deed exists.
  - E- A brief description of the nature of the dispute and its circumstances, and a statement of the claims and amounts, if any.
  - F- A statement of any matters on which the parties have already agreed concerning the conduct of the arbitration, or on which the claimant wishes to make a proposal.
  - G- A proposal on the number of arbitrators, the place of arbitration, and its language if it is not determined in the arbitration agreement.
  - H- Proof of payment of the registration fee specified in these rules.
3. The Center verifies the fulfillment of all the necessary documents for the validity of the arbitration proceedings. In case the forms are not fully filled, or a copy of the arbitration agreement and the supporting documents are not attached, the relevant party is notified of the necessity to complete them. A claim is not considered registered at the Center unless all documents are fulfilled.
  4. After receiving the arbitration request and the payment of the registration fee, the Center notifies the claimant of its receipt and notifies the respondent with a copy of it within (7) days from receiving the arbitration request.
  5. The date of receipt of one of the parties to the arbitration request from the other party is considered the date of the start of arbitration proceedings.

#### **Article (6): Answer to the Arbitration Request**

1. The respondent must submit an answer within (15) days from the date of receiving the arbitration request. This answer should be sent to the Center and to the claimant and includes the following:
  - A- Full name, title, and all addresses and contact information including phone, fax, and email address of the respondent and its representatives, if any.
  - B- Confirmation or denial of the claims or part of them and any counter-claims.
  - C- Any answer to the information contained in the arbitration request as per paragraph (2) of Article (5), or in connection with the matters that include that Article.
  - D- Any objection to the validity of the arbitration agreement, or any claim that the arbitration does not cover the dispute, along with the document upon which this objection is based.
2. The respondent may submit a counterclaim with the answer, which should include the same requirements for filing the original claim, and the provisions of the previous paragraph apply to the respondent's answer to the counterclaim.

3. Upon request, the Center may grant any party an additional period to deposit an answer, which should not exceed (10) days. Failure to submit a complete answer or to comply with the time period for the answer does not prevent continuing the arbitration procedures. The arbitral tribunal shall settle the dispute arising from this.

#### **Article (7): Joinder and Intervention:**

1. A request for joinder or intervention in an arbitration lawsuit can be submitted in the following cases:
  - A- If all parties to the lawsuit as well as the joined party and the intervening party agree.
  - B- If the joined party or the intervening party is a party to the same arbitration agreement or in another arbitration agreement compatible with it and the joinder or intervention arises from the same legal relationship that the dispute arose from or relates to it.
2. The application for joinder or intervention must be submitted to the Center before the formation of the arbitral tribunal, and no application for joinder or intervention is accepted after the formation unless all parties (including the joined party or the intervening party) agree, or the arbitral tribunal approves. The date of receipt of the joinder or intervention request by the joined party or the intervening party is the date of the start of arbitration for him or her.
3. The rules of the previous articles apply to the requests for joinder and intervention and they have the same effects resulting from the arbitration request and answer to it according to Articles (5) and (6) and the request for joinder or intervention must include the following:
  - A- The number of the existing arbitration lawsuit in which the joinder or intervention is requested.
  - B- The full name, title, and all addresses and contact information including phone, fax, and email of all parties and their representatives.
4. The joined party or intervening may file counterclaims or claim compensation against any party to the lawsuit after paying the dues and fees resulting from that and according to the rules specified in Articles (5) and (6).

#### **Article (8): Disputes of Multiple Contracts**

Disputes arising from more than one contract can be settled in one arbitration request if any of the following is achieved:

- A- All parties to those contracts agree to a single arbitration request that will be conducted according to these rules.
- B- The disputes arise from the same legal or economic relationship.
- C- These contracts consist of a basic contract and additional contracts.
- D- The disputes arise from a transaction or a series of related transactions.



#### **Article (9): Consolidation of Claims**

1. If no arbitral tribunal has been formed, the Center, after consulting all parties, may approve a request to consolidate two or more arbitration lawsuits subject to these rules between the same parties, whether under the same arbitration agreement or compatible arbitration agreements that can be reconciled. The decision of the Center to agree or not does not prevent the arbitral tribunal from subsequently deciding on matters that fall within its jurisdiction, including the decision of consolidation according to paragraph (2) of this article.
2. The arbitral tribunal, after consulting the parties, may approve a request to consolidate one or more arbitration lawsuit subject to these rules provided that no arbitral tribunals have been formed for the other lawsuits or if the arbitral tribunals for these lawsuits are the same in the lawsuits requested for consolidation. Consolidation requires achieving any of the following:
  - A- All parties agree to this consolidation in writing.
  - B- All claims in multiple arbitration lawsuits arise under the same arbitration agreement.
  - C- The arbitration agreements are compatible and can be reconciled, and the disputes in multiple arbitration lawsuits arise from the same legal relationship.
3. A decision by the arbitral tribunal to agree to the consolidation request does not affect its power to later decide on any matter relating to its jurisdiction arising from this decision.
4. In the event of approval of the consolidation request, any party that did not nominate an arbitrator, or did not participate in any other way in the formation of the arbitral tribunal, is considered to have waived his or her right to nominate an arbitrator or participate in the formation of the arbitral tribunal, without prejudice to this party's right to request the challenge of the arbitrator in accordance with Article (17).
5. The lawsuits for which the consolidation request has been approved are treated as a single lawsuit in terms of fees and costs, and any arbitration lawsuits that have not been consolidated continue to be considered as separate arbitration lawsuits under these rules and are subject to separate fees.

#### **Article (10): Amendment of the Claim and Defense**

1. Any party may, during the arbitration proceedings, amend or supplement his or her claim or defense, including a counterclaim or a claim for the purpose of offsetting, unless the arbitral tribunal deems such amendment or supplementation inappropriate.
2. The amendment or supplementation of the claim or defense, including the counterclaim or the claim for the purpose of offsetting, is not allowed if the amendment, supplementation, or defense would lead the amended or supplemented claim or defense outside the jurisdiction of the arbitral tribunal.



#### **Article (11): Conservatory and Interim Measures Before the Formation of the Arbitral Tribunal**

1. Any party may request any conservatory or interim measure before the formation of the arbitral tribunal, provided that a written request is submitted explaining the reasons for the request and the basis of the urgency and its documents, and the request must include a statement confirming that all parties have been notified of the required procedure and payment of the prescribed fees.
2. The request for conservatory or temporary measures is accepted if all parties to the dispute agree to resort to taking these measures through the emergency arbitrator, or there is an agreement between the parties to the jurisdiction of the Center to decide on disputes that arise between the parties.
3. The Center appoints an emergency arbitrator to take the required measures within two working days from the date of receiving the written request mentioned in paragraph (1) of this article, and the Center considers when appointing the emergency arbitrator:
  - A- The experience and academic qualifications that qualify him to take the appropriate procedures and measures.
  - B- The priority of responses to the appointment request.
4. The emergency arbitrator has the same powers as the arbitral tribunal and may conduct the proceedings by phone, video, or written memorandum instead of an in-person hearing session. He or she may also take what he or she sees as necessary conservatory or interim measures regarding the subject of the dispute, including procedures for maintaining the goods in dispute, such as ordering their deposit with a third party or selling what is perishable from them, or any other precautionary measures aimed at protecting the property or preserving it.
5. The emergency arbitrator issues his or her decision within a maximum of (15) days from the date of receiving the request, and he or she may oblige the applicant to deposit any guarantee that he or she deems appropriate with the Center. The decision is binding on the parties and has the same effect as the conservatory and interim measures according to Article (32).
6. The authority of the emergency arbitrator ends once the arbitral tribunal is formed, and the decision issued by the emergency arbitrator does not bind the competent arbitral tribunal in any matter or subject or dispute decided by this decision, and the tribunal has the power to cancel or modify it.
7. Any request by a party from the judicial authority to take conservatory or interim measures is not considered contrary to this article or to the arbitration agreement, or a waiver of the right to resort to arbitration.

#### **Article (12): Decision to Cease Arbitration Proceedings**

The Center may decide not to proceed with the arbitration proceedings if it appears to it from the papers that the Center is not competent to consider the dispute.

### **Article (13): Case Management Session**

The Center may hold a session with the parties to discuss and determine the administrative procedures preceding the arbitration process, which include determining communication channels, representation, selection of arbitrators from the list and any other matters that the Center sees the need to communicate with the parties about.

## **Chapter Two: Arbitral Tribunal**

### **Article (14): Formation of Arbitral Tribunals**

The arbitral tribunals consist of a single arbitrator or three arbitrators based on the following:

1. A single arbitrator in disputes whose value does not exceed (50,000) fifty thousand SAR.
2. Three arbitrators in disputes where the value exceeds (500,000) five hundred thousand SAR.
3. The parties have the freedom to choose the number of arbitrators in disputes that exceed (50,000 riyals) fifty thousand SAR to (500,000) five hundred thousand SAR.
4. The change in the value of the dispute after the formation of the arbitral tribunal should not affect its competence to consider the dispute.

### **Article (15): Appointment of Arbitrators**

1. The Center sends the parties a list of all the registered arbitrators who have the qualifications and controls specified by the party who has the right to choose the arbitrator, along with the letter requesting appointment.
2. In the case of forming an arbitral tribunal from a single arbitrator, the parties must agree on choosing the arbitrator or a group of arbitrators arranged in order of priority within 15 days of receiving the letter requesting appointment from the Center.
3. In the case of forming an arbitral tribunal from three arbitrators, each party selects one arbitrator, or a group of arbitrators arranged in order of priority from the list provided by the Center within 15 days of receiving the letter requesting appointment from the Center. Then the arbitrators shall coordinate with the center within 15 days from the date of appointment of the second arbitrator to appoint the third arbitrator who will chair the arbitral tribunal.
4. In the event of multiple claimants or defendants, they shall jointly exercise the right to choose the arbitrators in accordance with the provisions of this article.
5. The Center sends the appointment letter to the selected arbitrator without disclosing the party that chose them. The appointment is not considered complete until the arbitrator accepts their duties.

6. If the specified periods in this article expire without selecting the arbitrator(s) or the appointment of the presiding arbitrator, and the parties do not agree to extend these periods, the center shall be empowered to make the selection and complete the appointment procedures. Any objection to this appointment, after its completion, shall only be made through the procedures of challenging or removing the arbitrator as outlined in Articles 17 and 18.
7. The parties may agree to maintain the arbitral tribunal throughout the duration of the contract(s) executed between them to resolve any disputes that may arise between the parties. The parties shall bear all costs, fees, and expenses associated with this arrangement.

#### **Article (16): Disclosure by Arbitrators**

1. It is not permissible for any party to communicate directly with the arbitrators or the selected members of the arbitral tribunal before the formation is complete. Such communication should only take place through the Center, with notification to the other parties regarding the content and reason for such communication.
2. The arbitrator shall attach a written declaration, according to the template provided by the Center, confirming their neutrality and independence, along with their acceptance letter for the appointment. The arbitrator must disclose any circumstances that may raise doubts about their neutrality or independence.
3. If circumstances arise at any stage of the arbitration process that may raise doubts about the arbitrators neutrality and independence, the arbitrator or party must immediately disclose these circumstances to the Center. The Center shall then notify all parties of such information.

#### **Article (17): Challenge of an Arbitrator**

1. Any party may challenge the appointment of an arbitrator if circumstances arise that give rise to justifiable doubts about the arbitrators independence or impartiality, or if the arbitrator does not possess the qualifications agreed to by the parties.
2. It is not permissible for any party to challenge the arbitrator they have chosen, except for reasons that have arisen or of which they became aware only after the appointment of that arbitrator.
3. A party wishing to challenge an arbitrator must submit a written statement to the Center setting forth the reasons for the challenge within 5 days after becoming aware of the circumstances giving rise to the challenge. The requesting party must also provide a financial deposit as determined by the center, which is refunded if the arbitrator recuses themselves or if the other party agrees to accept the removal request.
4. The Center shall notify all parties, the arbitrator whose removal is requested, and the remaining arbitrators about the removal request.



5. If the requested arbitrator does not recuse themselves or if the other party does not agree to the removal request within (5) days from the date of notification, the Center shall decide on the matter within (15) days from the date of the arbitrator's refusal to recuse themselves or from the expiration of the specified deadline for the arbitrator to respond to the removal request. If the removal request is rejected, the requesting party may submit it to the competent court within thirty days from the date of rejection.
6. The recusal of the arbitrator or the parties' agreement to the removal request shall not be deemed as an implicit acknowledgment of the validity of the reasons underlying the removal request.

#### **Article (18): Revocation of an Arbitrator**

The arbitrator can be removed either by the agreement of the parties or by a judicial decision.

#### **Article (19): Replacement of an Arbitrator**

1. An arbitrator should be replaced if he or she resigns, is unable to perform his or her duties, or is revoked.
2. The substitute arbitrator is appointed according to the that were applicable to the appointment of the arbitrator being replaced.
3. If an agreement cannot be reached regarding the determination of fees for the substitute and replaced arbitrators, the Center has discretionary authority to determine their fees, taking into consideration the circumstances of the case and the stage it has reached.

#### **Article (20): Rehearing Sessions when Replacing an Arbitrator**

If the individual arbitrator or the chair of the arbitral tribunal is replaced, the hearings that have already taken place shall be repeated unless the parties agree otherwise. However, if any other arbitrator is replaced, the arbitral tribunal has discretionary authority to decide whether to repeat the hearings that have already taken place, after consulting with the parties.

#### **Article (21): Secretary Tribunal**

1. The secretary tribunal is appointed by the Center after the acceptance of all parties to the candidate, and the arbitral tribunal has the right to request the appointment of a specific secretary tribunal.
2. The secretary tribunal shall at all times act under the instructions and supervision of the arbitral tribunal and shall be responsible for their actions in relation to the arbitration.
3. The secretary tribunal shall provide, along with their acceptance letter of the appointment, a written declaration according to the form prepared by the Center, affirming their neutrality and



independence. If circumstances arise at any time after the appointment of the secretary tribunal that raise doubts about their neutrality or independence, the secretary tribunal shall disclose these circumstances to the parties, the arbitral tribunal, and the Center within (5) days from the date of becoming aware of the circumstances. In such a case, it is permissible to request the replacement of the secretary tribunal, and the arbitral tribunal is responsible for deciding on the replacement request and providing the Center with its decision in this regard.

#### **Article (22): Exemption from Liability**

1. Neither the arbitrators, the Center, its employees, nor the secretary tribunals shall be liable to any person for any act or omission in connection with the arbitration unless they are shown to have acted in bad faith.
2. It is prohibited for any party to request the appearance of the individuals mentioned in the preceding paragraph as parties or witnesses in any judicial or non-judicial proceedings relating to the subject matter of the arbitration.

## **Chapter Three: Arbitration Procedures**

#### **Article (23): Terms of Reference**

1. Upon receiving the case file from the Center, the arbitral tribunal prepares the Terms of Reference in accordance with the correspondence and documents it has received. The Terms of Reference should encompass essential information about the parties, the subject matter of the arbitration, the powers of the arbitral tribunal, and the duration of the arbitration.
2. The parties and the arbitral tribunal sign the Terms of Reference, and electronic signatures is accepted. The refusal of one party to sign does not affect the validity of the document and does not impede the arbitral tribunal from proceeding with the arbitration process.

#### **Article (24): Place of Arbitration**

Unless the arbitral tribunal decides otherwise or the parties agree otherwise, the arbitration shall take place at the Center, taking into account the circumstances of the case and the parties' interests. In all cases, the arbitral award shall be considered as issued from the Center.

2. The arbitral tribunal may convene for deliberations or for any other purpose, including holding hearings, at any location it deems appropriate unless the parties agree otherwise.
3. Arbitration hearings may be conducted using the platforms approved by the Center or through any other electronic means of communication determined by the arbitral tribunal unless the parties agree otherwise.

#### **Article (25): Language of Arbitration**

1. The arbitration proceedings shall be conducted in Arabic unless the parties or the arbitral tribunal agree on another language. This determination applies to the statement of claim, the parties' submissions, any other written statements, or reports, as well as the language(s) to be used during the hearings.
2. The arbitral tribunal may decide that any documents attached to the statement of claim or the parties' submissions, as well as any additional documents or supplemental materials presented during the proceedings, shall be submitted in their original language accompanied by a translation approved by the arbitral tribunal into the language(s) agreed upon by the parties or determined by the tribunal.

#### **Article (26): Plea of the Jurisdiction of the Arbitral Tribunal**

1. The arbitral tribunal has the authority to rule on its jurisdiction, including any objections related to the existence or validity of the arbitration agreement.
2. Objections to the jurisdiction of the arbitral tribunal or its exceeding the scope of its authority must be raised within the deadline specified for submitting the answer. Failure to do so within the specified timeframe shall be deemed as implicit acceptance of the tribunal's jurisdiction to hear the case. The arbitral tribunal may, however, accept a late submission if deemed appropriate. The party is not prevented from making such submission merely because they have appointed an arbitrator or participated in their appointment.
3. The arbitral tribunal has the power to decide on any objections mentioned in this article, either as a preliminary matter or as part of the final arbitral award. The arbitral tribunal may continue the arbitration proceedings and issue a decision disregarding any challenge to its jurisdiction that has not been resolved by the competent court yet.

#### **Article (27): Conduct of the Arbitration**

1. The arbitral tribunal and the parties shall make every effort to conduct the arbitration within the agreed-upon timeframe, in an expeditious manner, and at a reasonable cost, considering the value, difficulty, and complexity of the dispute.
2. Subject to these rules, the arbitral tribunal may conduct the arbitration in a manner it deems appropriate, provided that it acts with impartiality, independence, treats the parties equally, and ensures that each party is given a fair opportunity to present its case at any suitable stage of the proceedings. When exercising its discretionary powers, the arbitral tribunal should avoid unnecessary delays and expenses and ensure fairness and efficiency in resolving disputes between the parties.

3. The arbitral tribunal may, at any stage of the proceedings, request the parties to submit documents, attachments, or other evidence that it considers necessary or appropriate. The tribunal shall assess the admissibility, probative value, and relevance of such evidence for the resolution of the dispute.
4. The party sending communications to the arbitral tribunal shall simultaneously send copies of such communications to all other parties unless the arbitral tribunal allows otherwise.

#### **Article (28): Exchanging of Pleadings and Answers between the Parties**

The exchange of pleadings and answers between the parties, with a copy sent to the arbitral tribunal, is done according to the procedure and timeframe determined by the tribunal and they include the following:

- A- Facts and documents.
- B- Legal arguments or supporting evidence.
- C- Requests.
- D- Any other information specified by the tribunal.

#### **Article (29): Amendment of the Claim or Defense**

During the conduct of arbitration, either party may amend or supplement their claim or defense, including the counterclaim or the right asserted for set-off, if the arbitral tribunal deems it appropriate to allow such amendment or supplementation. However, none of the provisions in this article shall be enforced if the amendment, supplementation, or set-off would cause the dispute to deviate from the scope of the arbitral tribunal's jurisdiction.

#### **Article (30): Hearing Sessions**

1. The arbitral tribunal has discretion, upon the request of either party, to schedule one or more sessions to present evidence, hear witnesses, conduct oral arguments, or consider the requests of either party.
2. If the arbitral tribunal decides to hold a hearing session, it shall provide the parties with prior notice of the date, time, location, and method of the hearing, at least seven (7) days before the scheduled date.
3. If the arbitral tribunal does not decide to hold hearing sessions, the proceedings shall continue based on the exchange of pleadings and documents, according to the timeframes and deadlines determined by the tribunal.

#### **Article (31): Evidence, Proof, and Forgery**

1. Each party bears the burden of proving the facts on which it relies to support its claim or defense. The facts to be proven, as well as the documents and correspondence presented, must be relevant to the claim and admissible under the applicable law.

2. The arbitral tribunal has the discretion to adopt any procedure that are in the interest of resolving the dispute and consistent with the relevant Saudi regulations. The tribunal may request the parties, at any time during the arbitration proceedings, to submit any documents, records, or other evidence within a specified period.
3. In cases where forgery is alleged regarding any document, the arbitral tribunal may temporarily suspend the arbitration proceedings and refer the contested document to the competent legal authority for a decision. This suspension results in the suspension of the established time period for issuing the arbitral award.

#### **Article (32): Interim Measures**

1. The arbitral tribunal has the authority to issue interim measures upon the request of either party.
2. The party requesting interim measures must provide convincing reasons to the arbitral tribunal, demonstrating either:
  - A- That the failure to grant the measures is likely to cause irreparable harm that cannot be adequately compensated, and that this harm outweighs the harm that may be caused to the opposing party by granting the measures.
  - B- That there is a reasonable possibility of ruling in favor of the party seeking interim measures based on the merits of his or her claim. This determination does not affect the arbitral tribunal's discretion to make any subsequent decisions.
3. The arbitral tribunal may modify, suspend, or terminate any interim measure it has taken, whether upon the request of either party, due to exceptional circumstances, or on its own initiative. The parties shall be notified in advance of such actions.
4. The arbitral tribunal may require the party seeking interim measures to provide appropriate security in relation to those measures.
5. The arbitral tribunal may require any party to promptly disclose any material change in the circumstances relied upon in the request for interim measures or their implementation.
6. If the arbitral tribunal subsequently determines that the interim measure should not have been granted, given the prevailing circumstances at the time of the request, it may hold the party requesting the interim measure liable for any costs or damages incurred by any party as a result. The tribunal may issue a decision on compensation for such costs and damages at any time during the proceedings.
7. The request by any party to a judicial authority for interim measures shall not be considered as a waiver of the arbitration agreement or a departure from it.



### **Article (33): Testimony**

1. The arbitral tribunal shall require each party, prior to the hearing session, to provide a written notice disclosing the identity and address of each witness they intend to call, the subject matter of their testimony, and its relevance to the issues in the claim.
2. Unless otherwise agreed by the parties, the arbitral tribunal may request any party to submit written witness statements, either in the form of a signed affidavit or a similar document.
3. The arbitral tribunal may hear the testimony of experts who have previously provided their expert opinions on any matter related to the facts or technical expertise.
4. The arbitral tribunal and the parties may request the attendance of a witness whose written testimony is relied upon by either party for cross-examination in a hearing session. If the witness refuses to attend the hearing or fails to attend without justifiable reason, the arbitral tribunal may rely on the written testimony, exclude it, or disregard any part of it, depending on the circumstances of the case.
5. Any party has the right to examine any witness who gives oral testimony in a hearing session before the arbitral tribunal, and the tribunal has the authority to question the witness at any stage of their testimony.
6. The arbitral tribunal may conduct the examination of witnesses, including expert witnesses, through remote means of communication that do not require their presence in the hearing session.
7. The language which the witness gives his or her testimony shall be the language used in the arbitration proceedings unless it is impractical for any of the witnesses to speak in that language. If a written testimony is presented in a language other than the language of the arbitration, it shall be translated into the language of the arbitration.

### **Article (34): Expertise**

1. The arbitral tribunal, after consulting with the parties, may appoint one or more independent experts to provide a written report on specific issues determined by the tribunal. The parties shall be provided with a copy of the authority granted by the arbitral tribunal to such expert(s).
2. Before accepting the appointment, the expert shall submit a statement of qualifications, a declaration of neutrality, and independence. The parties shall notify the arbitral tribunal of any objections regarding the qualifications, neutrality, or independence of the expert within the time specified by the tribunal, and the tribunal shall promptly decide on the admissibility of such objections. Once the expert is appointed, a party may only challenge their qualifications, neutrality, or independence if the grounds for the challenge arose after the appointment. The arbitral tribunal shall promptly determine the appropriate measures to be taken, if necessary.

3. The parties shall provide the expert with any relevant information concerning the dispute and provide access to any documents or goods that may be requested for examination or inspection. Any dispute between a party and the expert regarding the relevance of the information, documents, or goods requested in relation to the dispute shall be referred to the arbitral tribunal for determination.
4. The arbitral tribunal shall send a copy of the expert's report to the parties upon receipt, and they shall have the opportunity to express their written opinions on the report. The parties are entitled to examine any document relied upon by the expert in his or her report.
5. Any party may request, after the submission of the report, a hearing session to hear the expert's statements, and the parties shall have the opportunity to attend the session and cross-examine the expert. Any party may also present expert witnesses in this session to testify on points of disagreement. The provisions of Article 33 of these rules shall apply to these procedures.

#### **Article (35): Applicable Rules and Regulations**

1. These rules shall apply without prejudice to the provisions of Islamic law and the general laws of the Kingdom of Saudi Arabia.
2. In the event of any absence of provisions in these rules, the applicable laws of the Kingdom of Saudi Arabia shall apply, unless otherwise determined by the arbitral tribunal or the parties.
3. The arbitral tribunal shall consider the following matters when resolving the dispute:
  - A- The contracts and agreements executed between the parties.
  - B- The applicable rules chosen by the parties.
  - C- The rules most closely related to the subject matter of the dispute.

#### **Article (36): Default**

1. If the claimant fails to present his or her claim in accordance with these rules or as determined by the arbitral tribunal without providing a valid excuse, the arbitral tribunal shall issue a decision to terminate the arbitration proceedings unless there are remaining issues that need to be resolved and the tribunal sees the need to decide on them.
2. If the respondent fails to submit his or her answer or defense in accordance with these rules or as determined by the arbitral tribunal without providing a valid excuse, the tribunal has the right to continue the proceedings without considering this failure as an acknowledgement of the claimant's requests. The provisions of this paragraph also apply to the respondent's failure to present his or her defense in response to a counterclaim or a claim for offset.
3. If one of the parties defaults - after being notified in accordance with these rules - from attending a hearing session without providing a valid excuse, the tribunal has the right to continue the arbitration procedures.

4. If the arbitral tribunal directs a party to submit documents or other evidence and the party fails to submit them within the specified period without providing a valid excuse, the arbitral tribunal has the right to issue its judgement based on the evidence existing in the case file.

#### **Article (37): Waiver**

The failure of a party to object in writing to any violation of these rules or any condition in the arbitration agreement within a maximum period of 30 days from the date of knowledge of the violation is considered a waiver of that party's right to submit that objection, unless it is proven that his or her failure to object was justified under the existing circumstances.

#### **Article (38): Additional Powers of the Arbitral Tribunal**

Unless the parties have agreed otherwise, and except for what is prohibited by the law applicable to the arbitration case, and insofar as it does not conflict with the aforementioned rules, the arbitral tribunal has the right to exercise the following additional powers:

- A- Conduct investigations it deems necessary or beneficial.
- B- Issue an order or judgement to pay the unpaid amounts to cover arbitration costs.
- C- Direct any party or person to provide a written testimony, or in any other form.
- D- Direct any party to take or refrain from taking any action to ensure that any arbitration judgement it issues is not rendered ineffective.
- E- Obligate any party to provide the necessary guarantees for the legal costs, or other costs in any way it deems appropriate.
- F- Obligate any party to provide the necessary guarantees for any amount that is the subject of dispute in the arbitration whether fully or partially.
- G- Continue the proceedings despite any party's failure or refusal to comply with these rules or the orders and instructions of the arbitral tribunal, or to attend any session of the arbitration hearings.
- H- Order a cessation of the arbitration if it becomes apparent to the arbitral tribunal that the parties have abandoned the arbitration claim, or have withdrawn all claims, and any counterclaims, provided that no party has expressed its written objection to the tribunal on this cessation at the end of the reasonable period defined by the tribunal for the parties to agree, or object to this cessation.
- I- Exercise other powers agreed upon between the arbitral tribunal and the parties that do not contravene these rules.
- J- Take any other actions and issue any decisions that would ensure the continuity of the arbitration process.



#### **Article (39): Closure of Hearings**

1. The arbitral tribunal declares the closure of the hearing sessions after inquiring from the parties whether they have other evidence to present or other witnesses to hear or other statements to make.
2. The arbitral tribunal may decide - on its own initiative or upon a request from one of the parties - to reopen the hearing sessions at any time before the issuance of the arbitration judgement if it sees a necessity for that due to the existence of exceptional circumstances.

#### **Article (40): Termination of Arbitration Proceedings**

1. The arbitral tribunal shall issue a decision to terminate the arbitration proceedings in the following cases:
  - A- If the parties reach a settlement in the dispute before the issuance of the arbitration judgement. In this case, the arbitral tribunal documents the settlement in the form of an arbitral award, and it has the same power and validity when executed.
  - B- If the continuation of the arbitration proceedings becomes unnecessary, or not feasible or impossible for any reason.
2. Unless there are remaining issues that need to be resolved, the arbitral tribunal notifies the parties of its intention to issue a decision to terminate the proceedings.
3. The tribunal sends copies of the decision to terminate the arbitration proceedings signed by the arbitrators to the parties.
4. The tribunal decides on the arbitrators' fees due at the date of the decision to terminate the arbitration proceedings. Any party can submit its objection according to the mechanism and fees determined by the Center.
5. The Center is entitled to full fees unless the it decides to reduce the fees in line with the extent to which the arbitration proceedings have been terminated.

## **Chapter Four: Arbitral Award**

#### **Article (41): Issuance of Awards, Orders, and Decisions**

1. If the parties explicitly agree to authorize the arbitral tribunal to reconcile, it can make a ruling on it.
2. The arbitral tribunal can issue partial or temporary rulings or orders related to the case before it.
3. The arbitral tribunal must issue its final decision within a period not exceeding 60 days from the date of closing the hearing unless the parties agree otherwise.
4. Decisions are issued by the arbitral tribunal formed of more than one arbitrator by majority. If a majority is not achieved, the tribunal, in coordination with the Center, can choose a determining



arbitrator within 15 days from the date of issuing the decision for that, otherwise the Center appoints a determining arbitrator within 15 days from the date of the expiration of the grace period specified for the tribunal to appoint the determining arbitrator.

5. The parties or the tribunal can give the Chairman of the tribunal alone, the authority to issue orders or decisions related to procedural matters, including the exchange of information, and these orders or decisions are subject to review by the tribunal.

#### **Article (42): Form and Content of the Arbitral Award**

1. The arbitral award is issued in writing and states the reasons it is based on.
2. The arbitral award is considered issued at the Center and on the date specified in it.
3. The tribunal signs the arbitral award, and in case any of the arbitrators abstain from participating in signing the award after granting him a grace period determined by the tribunal, the rest of the arbitrators can issue the arbitral award and they should mention the circumstances that led to that arbitrators abstention from participating in signing.
4. The arbitral award must include what is mentioned in Article 42 of Law of Arbitration.

#### **Article (43): Deposit of the Arbitral Award and Notification to the Parties**

1. The Tribunal submits original signed copies of the arbitral award, after it is checked formally, to the Center in a sufficient number for all parties and the Center within 5 days from the date of issuing the award.
2. The Center is responsible for notifying the parties of the award and delivering a copy to each party within 15 days from the date of issuing the award.
3. The tribunal must deposit an original copy of the award or a signed one in the language in which the award was issued to the competent court within 15 days from the date of issuing the award. If the award is issued in a foreign language, the tribunal must attach a certified Arabic translation.

#### **Article (44): Authority of the Arbitral Award and its Execution**

1. The arbitral award issued by the tribunal in accordance with these rules is binding for the parties and must be executed immediately without delay, and it is not subject to appeal except by a nullity lawsuit in accordance with Law of Arbitration.
2. The competent court or whoever it delegates is responsible for executing the arbitral award.
3. The filing of a nullity lawsuit does not stop the execution of the arbitral award. The competent court can order a stop of the execution order if the claimant of nullity requests that in the lawsuit document and the request is based on serious reasons.

#### **Article (45): Interpretation and Rectification of the Arbitral Award**

1. A request for interpretation of the award or rectification of it is submitted to the Center after paying the fees specified by the Center, which is refunded if the tribunal accepts this request.
2. Any party can request the tribunal to interpret the arbitral award within 30 days from the date of receiving the arbitral award provided that the other parties are notified of this request.
3. If the tribunal sees that this request is justified, it issues its interpretation within 30 days from the date of receiving the request. Any interpretation issued by the tribunal must be written and reasoned and is considered an integral part of the award.
4. The tribunal can initiate on its own or upon a request from one of the parties to rectify any material, typographical, or mathematical errors in the arbitral award within 15 days from the date of issuing the award or the request of the rectification, as the case may be.

#### **Article (46): Additional Arbitral Award**

1. A request to issue an additional arbitral award is submitted to the Center after paying the fees specified by the Center, which is refunded if the tribunal accepts this request.
2. Any party can request the tribunal within 30 days from the date of receiving the arbitral award to issue an additional award on what it did not rule on from requests submitted during the arbitration proceedings provided that the other parties are notified of this request.
3. If it is deemed justified, the tribunal issues the additional award within 60 days from the date of receiving the request. The tribunal has the discretion, when necessary, to extend this period for no longer than 30 days.
4. The provisions of Articles 42, 43, and 44 of these rules apply to the additional arbitral award.

#### **Article (47): Publication of the Arbitral Award**

1. The arbitral award may not be published to the public except with the agreement of all parties.
2. Notwithstanding the previous paragraph, if the awards, orders, or decisions became public in the context of the execution of the arbitral award or for another reason, the Center has the right to publish them or make them available to the public after they have been edited and the names of the parties and other identifying details have been removed.

## **Chapter Five: General Provisions**

#### **Article (48): Confidentiality**

1. All parties, arbitrators, experts, secretary tribunals, and all affiliates of the center are obliged to maintain the confidentiality of all matters related to the arbitration and the proceedings, and the

arbitral award - including the discussions, and deliberations of the tribunal - and they may not disclose any confidential information disclosed by the parties or witnesses during the conduct of the arbitration unless the parties agree in writing or the applicable law requires otherwise.

2. The tribunal's sessions are confidential, and the tribunal, based on a request from any of the parties or on its own initiative, can issue orders regarding the confidentiality of the arbitration procedures or any other matters related to the arbitration, and it can take the necessary measures to protect the profession and any confidential information.

#### **Article (49): Retrieval and Disposal of Documents**

1. The party submitting original documents may submit a written request to retrieve them within 9 months from the date of receiving a copy of the arbitral award. The Center is not responsible for any of these documents after the expiration of the mentioned period.
2. The Center may dispose of all copies of the documents submitted by the parties to the Center, or from the Center to the parties after 12 months from the date of sending a copy of the arbitral award to the parties.
3. The party submitting a request to retrieve the documents bears any expenses incurred by the Center in relation to their retrieval.

#### **Article (50): Execution of Obligations in Good Faith**

If a specific case is not covered by these rules, the Center, the secretary tribunal, the arbitral tribunal, the experts, and the parties are obliged to act in good faith and respect the spirit of these rules.

#### **Article (51): Language of the Procedural Rules**

In case of any conflict or contradiction between the Arabic version of these rules and a version in any other language, the Arabic version prevails.

#### **Article (52): Interpretation and Amendment of the Procedural Rules**

1. The Center has the authority to interpret all the provisions in these rules, and the tribunal has the authority to interpret the provisions related to its powers and duties.
2. The Center has the authority to amend these rules, and the amendments take effect from the date of their official adoption by the Board and their publication on the Center's website.

#### **Article (53): Effective Date**

These rules come into effect from the date of their official adoption by the Board.



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