

Federal Law No. (6) of 2018
concerning the Arbitration

We, Khalifa Bin Zayed Al Nahyan, President of the United Arab Emirates,

- Having perused:
- The Constitution;
- Federal Law No. (1) of 1972 Concerning the Competences of the Ministries and the Powers of the Ministers, as Amended;
- Federal Law No. (3) of 1983 Concerning Judicial Authority, as Amended;
- Federal Law No. (5) of 1985 Promulgating the Civil Code, as Amended;
- Federal Law No. (3) of 1987 Promulgating the Penal Code, as Amended;
- Federal Law No. (23) of 1991 Regulating the Legal Profession, as Amended;
- Federal Law No. (10) of 1992 Promulgating the Law of Evidence in Civil and Commercial Transactions; as Amended;
- Federal Law No. (11) of 1992 Promulgating the Civil Procedure Law, as Amended;
- Federal Law No. (35) of 1992 Promulgating the Criminal Procedure Law, as Amended;
- Federal Law No. (18) of 1993 Concerning Commercial Transactions;
- Federal Law No. (1) of 2006 Concerning Electronic Transactions and E-Commerce Law;
- Federal Law No. (6) of 2012 Regulating the Translation Profession;
- Federal Law No. (7) of 2012 Regulating the Profession of Experts Before Judicial Authorities;
- Federal Law No. (2) of 2015 Concerning Commercial Companies, as Amended; and
- Acting upon the proposal made by the Minister of Economy, as approved by the Cabinet and the Federal National Council and as ratified by the Federal Supreme Council,

Hereby enact the following Law:

Chapter One

Definitions and Applicability

Article (1)

Definitions

For the purposes of this Law, the following terms and expressions shall bear the meanings assigned to them respectively, unless the context requires otherwise:

The State (UAE)	: The United Arab Emirates.
Arbitration	: A method regulated by the law through which a dispute between two or more parties is adjudicated under a binding award rendered by the Arbitral Tribunal as agreed by the parties.
The Arbitration Agreement	: The agreement of the parties to submit to Arbitration, whether such Agreement is made before or after the dispute.
The Arbitral Tribunal	: The tribunal composed of a sole arbitrator or a number of arbitrators for the purpose of adjudicating the dispute under arbitration.
The Court	: The federal or local court of appeal which is agreed by the parties or within the jurisdiction of which arbitration falls.
The Arbitral Entity	: An entity or a center established for the purpose of conducting arbitral proceedings.
The Delegated Person	: Any natural or legal person to whom the parties agreed to grant any of the powers prescribed in accordance with this Law.
The Body Concerned	: The body delegated for arbitration or the Court.
The Parties	: The claimant and the respondent whatever their number.
The Claimant	: The party which requests to initiate the arbitral proceedings.
The Respondent	: The party against which the claimant initiates arbitral proceedings.

Article (2)

Applicability

The provisions of this Law shall apply to:

1. Any arbitration conducted inside the State, unless its parties agree to submit it to the provisions of another arbitration law, provided that it does not conflict with the public policy and public morals of the State;
2. Any International Commercial Arbitration conducted abroad, the parties to which agree to submit it to the provisions of this Law; and
3. Any Arbitration arising out of a dispute concerning a legal relationship of a contractual or non-contractual nature, regulated by the laws in force in the State, except as expressly excluded by a special provision.

Article (3)

International Character of Arbitration

The Arbitration is considered international arbitration, even if it is conducted in the State, in any of the following cases:

1. If the two parties to Arbitration have their principal place of business in two or more different countries at the time of conclusion of the Arbitration Agreement. However, if one of the parties has several principal places of business, the place which is very much relevant to the subject matter of the Arbitration Agreement shall be taken into consideration. If one of the parties to the Arbitration does not have a principal place of business, the place of his domicile shall be taken into consideration.
2. If one of the following places is located outside the country in which the principal place of business of any of the parties exists:
 - a. The venue of Arbitration as determined by or pursuant to the Arbitration Agreement;
 - b. Any place where a substantial part of the obligations of the commercial relationships between the two parties is implemented; or the place most relevant to the subject matter of the dispute.
3. If the subject matter of the dispute covered by the Arbitration Agreement is connected to

more than one country;

4. If the parties have expressly agreed that the subject matter of the Arbitration Agreement is connected to more than one country.

Chapter Two

Arbitration Agreement

Article (4)

Capacity of Agree on Arbitration

1. Only the natural person, who has the capacity to exercise its rights, or the representative of the legal person, who is authorized to conclude the agreement on arbitration, may enter into an agreement on arbitration, otherwise the agreement shall be null and void.
2. The agreement on arbitration may not be concluded with respect to the matters where conciliation is not allowed.
3. In the circumstances under which this law permits the parties to opt for the procedure to be adopted on a specific matter, any of the parties may authorize a third party to choose or decide on such procedure. Within the meaning of this Article, a third party is:
4. Any natural person or Arbitral Entity based either in the State or abroad. Unless otherwise agreed by the parties, the Arbitration Agreement shall not be terminated by the demise or expiration of one of the parties or. It may be enforced by or against the legal successor of such party.

Article (5)

Forms of the Arbitration Agreement

1. The Arbitration Agreement may be concluded prior to the occurrence of the dispute, whether in the form of a separate agreement or stipulated in a specific contract, concerning all or certain disputes which may arise between the parties.
2. The Arbitration Agreement may also be concluded after the dispute has arisen, even if an action has already been brought before a judicial body. In such case, the Agreement shall specify the issues subject to Arbitration.

3. Any reference made in a contract to any other document containing an arbitration clause shall be considered an agreement on arbitration, provided that the said reference is clear in treating such clause as an integral part of the contract.

Article (6)

Divisibility of Arbitration Agreement

1. The Arbitration Agreement shall be treated as independent from the other conditions provided for in the contract. The nullity, rescission or termination of the contract shall not have any effect on the Arbitration Agreement contemplated in that contract, provided that the said agreement is valid per se, unless the same is pertaining to the loss of the legal capacity of one of the parties.
2. Claiming that the contract containing the Arbitration Agreement is invalid, rescinded or terminated shall not entail the suspension of the arbitral proceedings and the Arbitral Tribunal may decide on the validity of such contract.

Article (7)

Writing of the Arbitration Agreement

1. The Arbitration Agreement shall be in writing; otherwise it shall be void.
2. The Arbitration Agreement shall be deemed to have met the writing requirements in the following cases:
 - a. If it is included in an instrument signed by the parties or in the letters or other means of written correspondence between the parties, or made by an electronic mail in accordance with the regulations in force in the State governing the electronic transactions.
 - b. If a reference is made in a written contract to a model contract, an international agreement, or any other document that includes arbitration clauses and the said reference is clear in treating such clause as an integral part of the contract.
 - c. If an agreement to resort to arbitration is reached while the dispute is being considered by a competent court, the court shall render its ruling to confirm the

arbitration agreement and the litigants shall initiate the arbitration proceedings in the set place and time and under the clauses governing thereof, and the court shall also rule that the action is null and void.

- d. If it is included in the written submissions exchanged between the parties during the arbitral proceedings or it is recognized before the courts, where one of the parties requests to refer the dispute to arbitration and the other party does not object to the same in its reply.

Article (8)

Decision on the Dispute Covered by the Arbitration Agreement

1. The court, before which an action was instituted regarding a dispute in respect of which an Arbitration Agreement exists, shall dismiss the action, if the Respondent moves to dismiss on this ground before making any other motions or plea on the subject matter of the action, unless the court finds that the Arbitration Agreement is void, or unenforceable.
2. Initiation of the proceedings referred to in the foregoing clause does not preclude the commencement or continuation of the arbitral proceedings or rendering of the arbitral award.

Chapter Three

Arbitral Tribunal

Article (9)

Formation of the Arbitral Tribunal

1. The Arbitral Tribunal shall be constituted, on the basis of an agreement between the parties, of one or more arbitrators. Failing such agreement, the number of arbitrators shall be three, unless otherwise deemed by the body concerned.
2. Where there are several arbitrators, their number must be odd, otherwise the arbitration shall be null and void.

Article (10)

Conditions to be Met by the Arbitrators

1. In addition to the requirements agreed upon by the parties, the arbitrator shall be a natural person who is not a minor, interdict, or deprived of his or her civic rights for having been convicted in a felony or misdemeanor involving breach of honor or trust, or declared bankrupt, unless he or she has been rehabilitated.
2. The Arbitrator is not required to be of a given gender or nationality, unless otherwise agreed upon between the parties to the Arbitration or provided for by law.
3. Any person nominated to be an arbitrator shall disclose in writing any circumstances which are likely to cast doubts on his or her impartiality or independence. Upon acceptance and throughout the arbitral proceedings, he or she shall immediately notify the parties and all the arbitrators of the occurrence of any circumstance that is likely to cast doubts on his or her impartiality or independence, unless he or she has previously advised them of such circumstance.
4. Any person notified of his nomination as an arbitrator shall disclose in writing any circumstances which are likely to cast doubts on his impartiality or independence. Upon his appointment and throughout the arbitral proceedings, he shall immediately notify the parties and all the arbitrators of the occurrence of any circumstance that is likely to cast doubts on his impartiality or independence, unless he has previously advised them of such circumstance.

Article (11)

Method of Nomination of the Arbitral Tribunal

1. The parties to Arbitration may mutually agree on the procedures to be followed to appoint the Arbitrator or Arbitrators, and on the period of time and method for effecting their appointment.
2. If the arbitration tribunal is composed of a sole arbitrator and the Parties fail to reach agreement concerning nomination of the Arbitrator within (15) fifteen days from the date of submission of a written request from one of the parties to inform the other party

of the same, the body concerned shall appoint such arbitrator, at the request of any of the parties. Such decision shall not be subject to appeals in any way whatsoever, without prejudice to the provisions of Article (14) of this Law;

3. If three arbitrators are to be appointed, each party shall nominate one arbitrator. The two arbitrators thus appointed shall nominate the third arbitrator. If one of the parties fails to nominate its arbitrator within fifteen (15) days following the receipt of a request made by the other party, or if both the appointed arbitrators fail to arrive at an agreement concerning the nomination of a third arbitrator within fifteen (15) days after the latter of them was appointed, the competent court or the delegated person shall appoint such third arbitrator on an expedited basis upon a request made by one of the parties. Such decision shall not be subject to appeals in any way whatsoever, without prejudice to the provisions of Article (14) of this Law;
4. The body concerned, whilst nominating the arbitrator, shall take into consideration the provisions laid down in this Law and the conditions agreed upon by both the parties in order to ensure appointment of an independent and impartial arbitrator.
5. In cases where the delegated person fails to appoint an arbitrator in accordance with the procedures determined upon the agreement of the parties or in accordance with the provisions of this Law in case of failure to reach an agreement, any of the parties may request from the court to take the necessary action in order to complete the formation and appointment of the members of the Arbitral Tribunal. The award of the court shall not be subject to appeal in any way whatsoever.
6. If an application for appointment of an arbitrator is submitted to the body concerned, the applicant shall send a copy of such application at the same time to the other parties and to any arbitrator previously appointed in the same dispute. The application shall briefly refer to the subject matter of the dispute and any requirements required by the Arbitration Agreement to be met in the arbitrator to be appointed and all steps taken to appoint any other member in the Arbitral Tribunal.
7. The third arbitrator appointed in accordance with the provisions of this Article shall act as the presiding arbitrator of the Arbitral Tribunal. Such provision shall be applicable to

the Arbitral Tribunal comprising of more than three arbitrators.

8. The court may, at the request of any of the parties, request from any arbitral entity in the State to provide it with a list of no more than six names of the persons specialized in the field of arbitration to appoint one of them, after the requesting party pays the fees prescribed in the arbitral entity. Such fees shall be deemed part of the arbitration costs.

Article (12)

Issuing Decisions of the Arbitral Proceedings

Any decision in the arbitral proceedings where there are more than one arbitrator shall be taken the majority of the members of the Arbitral Tribunal, unless otherwise agreed by the parties, provided that the decisions on the procedural matters are issued by the presiding arbitrator if he is so authorized by the parties or the other members of the Arbitral Tribunal.

Article (13)

Breach of the Arbitral Tribunal Nominations Procedures

In case one of the parties to Arbitration breaches the procedures to be adopted for nomination of the arbitrators as agreed upon between them; if both of them fail to have an agreement; if both the appointed arbitrators fail to arrive to an agreement with regard to an issue which requires their agreement; or if the third party, including the delegated person, fails to carry out the responsibility assigned in this regard, the court, at the request of one of the parties, shall initiate and carry out the required procedure or action unless the provisions laid down in the agreement stipulate some other mode for the completion of this procedure. The court's procedure shall not be subject to challenge by any means of challenge whatsoever.

Article (14)

Challenge of the Arbitrators

1. An arbitrator may be challenged only if circumstances that give rise to serious doubts regarding his or her impartiality or independence exist, or if it is proven that the

conditions agreed upon by the parties or prescribed by this Law were not satisfied.

2. A party to Arbitration may challenge the arbitrator appointed or co-appointed thereby only for reasons of which it becomes aware after the appointment has been made.
3. A notice of challenge may not be accepted from a party who has previously submitted a notice to challenge the same arbitrator in the same Arbitration on the same grounds.

Article (15)

Procedures for Challenging the Arbitrator

The parties to Arbitration may agree on the procedures of challenging arbitrators. Failing that agreement, the following procedures shall be followed:

1. A party who intends to challenge an arbitrator shall notify the challenged arbitrator of the notice of his challenge in writing, indicating the reasons of challenge, and send a copy of such notice to the other appointed members of the Arbitral Tribunal and to the other parties within fifteen (15) days after the party making the challenge has been notified of the appointment of such arbitrator or has been aware of the justifiable circumstances of challenge.
2. If the challenged Arbitrator does not recuse himself or the other party does not agree to the challenge within fifteen (15) days from the date of notifying the arbitrator of his challenge in accordance with the provisions of Article (24) of this Law, the party making the challenge may submit a notice of challenge to the body concerned within fifteen (15) days to start from the end of the fifteen (15) days mentioned above. The body concerned shall decide on the notice of challenge within ten (10) days. Its decision shall not be subject to appeal by any way whatsoever.
3. The notification of the arbitrator of his challenge or submission of the notice of challenge to the body concerned shall not entail suspension of the arbitral proceedings. The Arbitral Tribunal, including the challenged arbitrator, may proceed with the arbitral proceedings and render the arbitral award, even if the body concerned does not decide on the notice of challenge.
4. The recusal of the Arbitrator or the agreement of the parties on his/her removal shall not

be construed as an admission of any of the reasons of the challenge.

5. If the body concerned decides to remove the arbitrator, it may decide what it deems appropriate in terms of fees and expenses or decide the recovery of any fees or expenses paid to him. Such decision shall not be subject to challenge by any means of challenge whatsoever.

Article (16)

Termination of the Arbitrator Mandate

1. If the Arbitrator is unable to assume his or her duties, fails to perform his or her task, interrupts the performance thereof in a manner which causes undue delay in the arbitral proceedings, or deliberately neglects to act under the Arbitration Agreement although he or she is notified through all notification and communication means applicable in the State, and if he or she does not withdraw on his or her own accord or the parties have not agreed to terminate his or her mandate, the body concerned may order termination of his or her mandate at the request of any party and after hearing the statements and defense of the arbitrator. The decision of the body concerned in this regard shall not be subject to appeals.
2. The authority of the arbitrator is personal and shall expire by his demise, loss of legal capacity or loss of one of his appointment conditions. The demise of the party which appoints the arbitrator shall not result in the termination of the arbitrator's authority, unless otherwise is agreed by the parties.

Article (17)

Appointment of the Substitute Arbitrator

1. If the mandate of an arbitrator expires due to challenge, dismissal, withdrawal, or any other reason, a substitute shall be appointed according to the procedures followed in the appointment of the arbitrator whose mandate has expired.
2. The parties may, after appointment of a substitute arbitrator, agree to maintain any of the procedures previously taken and determine the scope of the same. If the parties fail

to reach an agreement in this regard, the Arbitral Tribunal which is re-formed shall decide whether any of the previous procedures is considered valid and the scope of the same. Any decision issued by the re-formed Arbitral Tribunal shall not affect the right of any of the parties to challenge the procedures taken prior to the formation of the Arbitral Tribunal based on any reason arising prior to the appointment of the substitute arbitrator.

Article (18)

General Jurisdiction Over Arbitration Measures

1. The competent court shall have jurisdiction to consider the arbitration matters referred to in this Law in accordance with the procedures in force in the State. Such court shall have exclusive jurisdiction until the completion of all arbitral proceedings.
2. The court's president may, at the request of one of the parties or the Arbitral Tribunal, order provisional or precautionary measures, as it deems appropriate, for the existing or potential arbitral proceedings whether prior to or during arbitral proceedings.
3. The measures referred to in the previous clause of this Article shall not entail the suspension of the arbitral proceedings nor shall it be deemed waiver of the Arbitration Agreement.
4. If the court's president issues an order in accordance with Clause (2) of this Article, the order issued thereby shall not cease to have effect in whole or in part except by virtue of a decision issued by the court's president.

Article (19)

Jurisdiction of the Arbitral Tribunal to Decide on its Jurisdiction

1. The Arbitral Tribunal shall decide on any plea to the jurisdiction, including the plea claiming the non-existence or the invalidity of the Arbitration Agreement, or that it does not cover the subject matter of the dispute. The Arbitral Tribunal may decide on the same either in a preliminary decision or in the final arbitral award issued on the subject matter of the dispute.

2. If the Arbitral Tribunal decides in a preliminary decision that it is competent, any of the parties may, within thirty (15) days from the date of being aware of that decision, request the court to rule on that matter. The court shall decide on the request within (30) thirty days from the date of its submission at the court, and its decision shall not be subject to appeal by any means. The arbitral proceedings shall be suspended until the court decides on the request unless the Arbitral Tribunal decides to continue with the proceedings at the request of one of the parties.
3. The party requesting continuation of the arbitral proceedings shall bear the costs of arbitration if the court adjudicates that the Arbitral Tribunal has no jurisdiction.

Article (20)

Time Limit of File a Plea to the Jurisdiction of the Arbitral Tribunal

1. The plea to the jurisdiction of the Arbitral Tribunal shall be filed within the period prescribed for the submission of the defense by the Respondent referred to in Article (30) of this Law. If the plea is concerned with that the Arbitration Agreement does not cover the matters raised by the other party while the dispute is being entertained, the plea must be filed no later than the hearing following the hearing in which the plea is filed; otherwise, the right to file such plea shall lapse. In all cases, the Arbitral Tribunal may accept a late plea if it deems the delay to be justified.
2. The appointment or co-appointment of an arbitrator by one of the parties shall not preclude that party's right to file any of the pleas referred to in Item (1) of this Article.

Article (21)

Interim of Precautionary Measures

1. Subject to the provisions of Article (18) of this Law, unless otherwise agreed by the parties, the Arbitral Tribunal may, at the request of any party or on its own accord, order that interim or precautionary measures be taken by one of the parties as the Arbitral Tribunal considers fit in respect of the subject matter of the dispute, and particularly the following measures to:

- a. Preserve evidence that may be material to the resolution of the dispute;
 - b. Take the necessary measures to maintain goods that constitute part of the subject matter of the dispute such as the order to deposit the same with a third party or sell the perishable goods.
 - c. Preserve the assets and property out of which a subsequent award may be satisfied;
 - d. Maintain or restore the status quo pending determination of the dispute; or
 - e. Order an action to be taken in order to prevent current or imminent harm or prejudice to the arbitral process or refrain from taking an action that may cause harm or prejudice the arbitral process.
2. The Arbitral Tribunal may require the applicant for interim or precautionary measures to submit a sufficient security to cover the expenses of such measures. It may also obligate the applicant to bear the damage resulting from the enforcement of such orders if the Arbitral Tribunal subsequently decides that the applicant was not entitled thereto.
 3. The Arbitral Tribunal may amend, suspend or repeal an interim measure ordered to be taken by it upon a request made by any party or at its own initiative in extraordinary cases and under a prior notice sent thereby to the parties.
 4. The party for whom an order to take an interim measure has been issued after obtaining a written permission from the Arbitral Tribunal may request the competent court to order the enforcement of the order issued by the Arbitral Tribunal or any part thereof within (15) fifteen days from the date of receipt of the request. Copies of any request made to obtain the permission or enforcement under this Article shall be sent to all the other parties at the same time.

Chapter Four

Arbitral Proceedings

Article (22)

Impleader and Intervention in Arbitration

The Arbitral Tribunal may, at the request of any party, permit the impleading or intervention of any third party as a party to the dispute, the subject matter of the arbitration, whether at

the request of one of the parties or the intervenor, provided that such party is a party to the Arbitration Agreement after giving all the parties, including the third party, an opportunity to give their statements.

Article (23)

Procedures to be Followed

1. Subject to Article (10.2) of this Law, the parties to Arbitration may agree on the procedures to be adopted by the Arbitral Tribunal to proceed with the arbitration, including their right to decide that such procedures shall be subject to the rules applicable in any arbitral organization or entity in the State or abroad.
2. If there is no agreement to follow certain procedures, the Arbitral Tribunal may, subject to the provisions of this Law, determine the procedures it deems appropriate, in a manner not inconsistent with the fundamental principles of litigation and international conventions to which the State is a party.

Article (24)

Service of Process

1. The provisions set forth in this Clause shall be applicable, unless the parties agree upon otherwise:
 - a. Any written letter shall be deemed to have been delivered: if it is served on the addressee by hand, or at its place of business, usual place of residence, or postal address known to the two parties or referred to in the arbitration agreement or the document governing the subject matter of the arbitration. In case of failure to identify any of such addresses after conducting the necessary inquiries, the written letter shall be deemed to have been delivered if it is sent to the addressee's last-known place of business, usual place of residence or postal address by a registered letter, or by courier companies or by any other means providing written proof of the attempts made to deliver it. The term "postal address" shall include any facsimile number or e-mail address have been previously used the parties in their

correspondence between them or previously provided in one of the parties' correspondence to the other party.

- b. The letter shall be deemed to have been delivered on the day it is delivered as set forth in this Law. The letter sent via facsimile or email shall be deemed to have been delivered on the date on which its details indicate that it is sent, provided that there is no evidence that any error occurs while sending it. In all cases, the letter shall be deemed delivered if it is received or sent before 6:00 pm in the country where the letter is received. Otherwise, the delivery shall be deemed to have taken place on the following day.
2. For the purposes of calculation of periods in accordance with this Law, the period shall commence from the day following the day the letter or any other correspondence is received. If the last day in such period is a public holiday or a non-business day at the addressee's headquarters or place of business, the period shall be extended until the first working day which follows. Public holidays or non-business days occurring during such period of time shall be included in the calculation of such period.
3. The provisions of such Article shall not apply to the correspondence made during the proceedings before courts.

Article (25)

Waiver of the Right to Object

If one of the parties knows that any requirement under the Arbitration Agreement has been violated or a non-mandatory provision of this Law has not been complied with, yet it proceeds with the Arbitration without invoking its objection to the violation or non-compliance within the period agreed upon or within (7) seven days from the date of knowledge in the absence of such agreement, such party shall be deemed to have waived its right to object.

Article (26)

Equality of the Parties to Arbitration

The parties to arbitration shall be treated with equality and afforded adequate and sufficient opportunity for submission of their claims and defenses.

Article (27)

Commencing the Arbitral Proceedings

1. Unless otherwise agreed by the parties to Arbitration, the Arbitral Proceedings shall commence from the day following the formation of the Arbitral Tribunal.
2. The service of the request of arbitration is deemed as initiation of a claim for purposes of preventive attachment.

Article (28)

Seat of Arbitration

1. The parties to arbitration may agree on the seat of arbitration. In the absence of such an agreement, the seat of arbitration shall be determined by the Arbitral Tribunal, having regard to the circumstances of the case, and the convenience of the seat to the parties.
2. Unless otherwise agreed by the parties, the Arbitral Tribunal may:
 - a. Hold the arbitration hearings at any place it deems appropriate to conduct any of the arbitral proceedings, and notify the parties to the arbitration well in advance;
 - b. Hold arbitration hearings with the parties and conduct the deliberation through the means of communication and modern techniques. The Arbitral Tribunal shall deliver or send the hearing minutes to the parties.

Article (29)

Language of Arbitration

1. Arbitral proceedings shall be conducted in Arabic, unless the parties agree otherwise.
2. The agreed upon or determined language shall be apply to the arbitral proceedings, any

written memorandum submitted by the parties, any oral proceedings, any arbitral award or any other decision or notice issued by the Arbitral Tribunal, unless otherwise agreed.

3. Subject to Federal Law No. (6) of 2012 Regulating the Translation Profession, the Arbitral Tribunal may order that all or part of the documentary evidence submitted in the case be accompanied by a translation thereof into the language(s) used in the Arbitration. In case of multiplicity of such languages, the Arbitral Tribunal may limit the translation to some languages.

Article (30)

Statement of Claim and Grounds for Defense

1. Unless otherwise agreed by the parties or determined by the Arbitral Tribunal, the Claimant shall send to the Respondent and to each of the Arbitrators, within (14) fourteen days from the date of formation of the Arbitral Tribunal, a written statement of its claim that includes its name, address, the Respondent's name and address, an explanation of the facts of the case, the determination of the points at issue, the relief or remedy sought, and all other elements which are required to be mentioned in such statement by agreement between the parties.
2. Unless otherwise agreed by the parties or determined by the Arbitral Tribunal, the Respondent shall send to the Claimant and to each of the Arbitrators, within (14) fourteen days from the day following receipt of the statement sent by the Claimant, which is referred to in the previous item of this Article, a written statement of its defense in reply to the statement of claim. It may include in such statement of defense any incidental claims or counterclaims related to the disputed matter, or invoke a right arising out of the same for the purpose of a set-off, even at a later stage of the proceedings, provided that the Arbitral Tribunal deems that the circumstances justify the delay.
3. Unless otherwise agreed by the parties, any of the parties may modify or complete its motions or defenses or institute a countreclaim during the arbitral proceedings, unless the Arbitral Tribunal decides not to accept the same to avoid delaying adjudication of the

dispute or because this matter falls outside its jurisdiction, provided that the Arbitral Tribunal shall take into account, while entering its award, the litigation principles and rights of the defense.

Article (31)

Documents Supporting the Statement of Claim and Grounds of Defense

Both the parties may enclose with the statement of claim or with the statement of defense, as the case may be, copies of the documents supporting the position of the party concerned, and may add a reference to all or some of the documents and evidence it intends to submit, while respecting the right of the other party to review the same. This does not prejudice the right of the Arbitral Tribunal, at any stage of the proceedings, to request submission of the true copies of the documents or materials invoked by one of the parties to support its case, as well as the right of the other parties to review the same.

Article (32)

Breach by Parties of their Obligations

Subject to the provisions of Article (30) of this Law, and unless otherwise agreed by the parties, the following shall be observed:

1. If the Claimant fails, without a valid excuse, to submit its statement of claim in accordance with provisions of this Law and the procedures that the parties agree to follow, the Arbitral Tribunal may decide to terminate the proceedings if it is convinced that there is undue and unjustified delay on the part of the Claimant while pursuing its claim and that such delay causes impossibility to reach a just solution or prejudice to the Respondent.
2. If the Respondent fails to submit its statement of defense, the Arbitral Tribunal shall be obliged to continue the arbitral proceedings, without considering such failure as an admission by the Respondent of the claim made by the Claimant. Such provision shall be applicable if the Claimant fails to submit its statement of defense in reply to a counterclaim.

3. If one of the parties fails, without a valid excuse, to appear at a hearing, to submit the required documents, or to observe any procedure, the Arbitral Tribunal may continue the arbitral proceedings, conclude what it deems appropriate in light of such party's acts and breach of obligations, as justified by the circumstances of the arbitral action, and issue an award on the dispute, based on available evidence.

Article (33)

Holding of Hearings and Submissions of Evidence

1. The arbitral proceedings shall be held in camera, unless the parties agree otherwise.
2. Unless otherwise agreed by the parties, the Arbitral Tribunal may decide whether to hold oral pleadings hearings in order to submit evidence or oral arguments or to conduct the proceedings exclusively on the basis of the submitted documents and material evidence. The Arbitral Tribunal may also decide to hold such hearings in an appropriate stage of the proceedings, at the request of one of the parties.
3. The hearings may be held through modern means of telecommunication that do not require their physical presence at the hearings.
4. The Arbitral Tribunal shall notify the parties of the dates of the hearings held by it well in advance as the Arbitral Tribunal considers sufficient, depending on the respective circumstances.
5. The parties may, at their expense, engage experts, lawyers and other persons to represent them before the Arbitral Tribunal at their own expense. The Arbitral Tribunal may request any of the parties to submit evidence of the powers delegated to its representative as determined by the Tribunal.
6. Summary minutes of each hearing held by the Arbitral Tribunal shall be recorded in minutes, and a copy of which shall be delivered to each party.
7. Unless otherwise agreed by the parties, the witnesses, including experts, shall be heard in accordance with the laws in force in the State.
8. The Arbitral Tribunal shall have discretionary powers to determine the rules of evidence to be followed as to the admissibility, relevance or weight of any evidence submitted by

one of the parties on a matter of fact or expert witness. The Arbitral Tribunal may also determine the time, manner and form in which such evidence shall be exchanged between the parties and submitted to the Tribunal.

Article (34)

Parcourse to Experts

1. Unless other with agreed by the parties, the Arbitral Tribunal may appoint one or more experts to submit a report and shall determine the expert's terms of reference and the term thereof. The Arbitral Tribunal shall also send a copy of its decision to the parties.
2. Each party shall submit to the expert the information relating to the dispute and to enable the expert to inspect and check any of the documents, goods, buildings, and other properties, whether movable or immovable, relating to the dispute. The Arbitral Tribunal shall decide on any dispute arising between the expert and any of the parties in this regard.
3. The expert shall, before accepting his or her appointment, submit to the Arbitral Tribunal and the parties a statement of his or her qualifications and an acknowledgement of his or her impartiality and independence. Each party shall notify the Arbitral Tribunal of any objection to the appointment of the expert within the period determined by the Tribunal in the decision. The Arbitral Tribunal shall decide on any objection to the appointment of such expert. The Tribunal's decision shall be final in this regard.
4. No party shall object to the expert's qualifications, impartiality or independence, unless such objection is based on grounds of which such party becomes aware after the appointment of such expert has been made.
5. The Arbitral Tribunal shall communicate a copy of the expert's report, upon the deposit thereof, to the parties, which shall be given the opportunity to express their opinion on the report within the time limits determined by it.
6. The Arbitral Tribunal may, after submission of the expert's report, decide on its own accord or upon a request by one of the parties, to hold a session for hearing the statements of the expert, providing an opportunity to the parties to hear from and

discuss with him the contents of his report and examine any document on which he has relied in his report. Each of the parties shall have the right to present one or more experts from its side to render his opinion in respect of the issues contained in the report submitted by the expert appointed by the Arbitral Tribunal, unless the parties agree otherwise. Such procedures shall be subject to the provisions of Article (33) of this Law.

7. The fees and expenses of the expert appointed by the Arbitral Tribunal pursuant to this Article shall be paid by the parties as decided by the Arbitral Tribunal.

Article (35)

Witnesses

The Arbitral Tribunal may hear the statements of witnesses, including expert witnesses, through means of modern telecommunication that do not require their physical presence at the hearing.

Article (36)

Authority of the Court of Order Production of Evidence

1. The Arbitral Tribunal may, on its own accord or at the request of one of the parties, seek assistance from the court of the State to obtain any evidence. The court may, within its authority, order the fulfillment of such request and order the attendance of witnesses before the Arbitral Tribunal to deliver their oral testimony, or submit documents or any evidentiary materials.
2. The request shall be submitted to the president of the court who may decide to:
 - a. Award against the witness who unduly refrains from appearing, or giving testimony, the penalties stipulated in the laws in force in the State;
 - b. Order a third party to produce any documents in its possession which are necessary to decide on the dispute; or
 - c. Issue orders for judicial delegation.

Chapter Five
Arbitral Award
Article (37)

Application of the Law of Choice to the Subject Matter of the Dispute

1. The Arbitral Tribunal shall apply the terms and conditions agreed upon between the parties to the subject matter of the dispute. In case the parties have agreed upon applying a law applicable in a particular country, the substantive rules of such law shall be adopted without applying the rules relating to the conflict of laws, unless it is otherwise agreed, provided that the same shall not contradict the public order and morality in the State.
2. Whenever the parties agree that the legal relationship between them shall be subject to the provisions of a model agreement, an international convention, or any other document, such provisions shall apply, including the provisions related to Arbitration provided for therein, provided that the same shall not contradict the public order and morality in the State.

Article (38)

Authority of the Arbitral Tribunal to Identify the Law Applicable to the Subject Matter of the Dispute

1. If the parties fail to agree on the statutory rules applicable to the subject matter of the dispute, the Arbitral Tribunal shall apply the substantive rules of the law it deems most connected to the subject matter of the dispute.
2. When deciding on the subject matter of the dispute, the Arbitral Tribunal shall take into account the terms of the contract subject of the dispute, prevailing customs and practices applicable to the transaction, and course of dealing between the parties.
3. The Arbitral Tribunal may not adjudicate the merits of the dispute **ex aequo et bono**, without being restricted by the provisions of law, unless the parties expressly agree to the same or authorize the Tribunal to act as an amiable compositeur.

Article (39)

Interim and Partial Awards

1. The Arbitral Tribunal may make interim or partial awards before rendering its final award ending the entire dispute.
2. The temporary orders of the Arbitral Tribunal shall be enforceable before the courts and shall be enforced under an enforcement order issued by the president of the court or his delegate.

Article (40)

Arbitral award on Agreed Terms

In case the parties agree to make a settlement bringing an end to the dispute amicably, before the final award is rendered, they may request submission of the terms governing such settlement to the Arbitral Tribunal which in turn, in such case, shall render an arbitral award including the terms of the settlement, whereupon the proceedings shall be brought to an end. Such award shall have the same effect in respect of the enforcement of the arbitral awards.

Article (41)

Form and Description of the Arbitral Award

1. The arbitral award shall be passed in writing.
2. When there is more than one arbitrator, the award shall be made by the majority of the arbitrators. If the opinions of the arbitrators are so divergent that the majority is not constituted, the presiding arbitrator shall issue the award, unless the parties agree otherwise. In such case, the dissenting opinions shall be noted down or enclosed and shall be deemed an integral part of the award.
3. The award shall be signed by the arbitrators. If one of the arbitrators refuses to sign the award, the reasons for refusal shall be recorded. The award shall be legally valid if it is signed by a majority of the arbitrators.
4. Unless the parties agree otherwise or the law applicable to the arbitral proceedings does

not require the award to be supported by reasons, the arbitral award shall state the reasons upon which it is based.

5. The arbitral award shall include the names and addresses of the litigants, the names, nationalities and addresses of the arbitrators, a copy of the Arbitration Agreement, a summary of the parties' reliefs, submissions and documents, the dispositive part and, if required, reasons of the award, and date and place of issuance thereof.
6. The arbitral award shall be deemed to have been rendered at the seat of arbitration in accordance with the provision of Article (28) of this Law, even if it is signed by the members of the Arbitral Tribunal outside the seat of arbitration and regardless of the method whereby it is signed, whether it is signed by the members of the Arbitral Tribunal in person, it is sent to be signed by each party separately or it is signed by the electronic means, unless otherwise agreed by the parties.
7. Unless otherwise agreed by the parties, the date of the award shall be the same date on which the award is signed by the sole arbitrator. If there is more than one arbitrator, the date of the award shall be the date of the last signature by the arbitrator.

Article (42)

Timing for the Final Award

1. The Arbitral Tribunal shall render the final award ending the entire dispute within the period agreed upon by the parties. In case of failure to agree on such period or the method to determine it, the award shall be issued within six (6) months from the date of the first session of arbitration. The Arbitral Tribunal may decide to extend the period of the proceedings for a further period not to exceed additional six (6) months, unless the parties agree upon a longer period.
2. The Arbitral Tribunal or one of the parties may, in case of rendering the arbitral award after the expiry of the period referred to in Clause (1) of this Article, request the court to pass a judgment prescribing an additional period for rendering the arbitral award or terminate the proceedings, if necessary. It may also extend such period in accordance with the conditions it deems appropriate. The judgment in this regard shall be deemed

final, unless the parties agree otherwise.

3. If the court renders a judgment terminating the arbitral proceedings, any of the parties may file its claims before the initially competent court.

Article (43)

Deciding of the Preliminary Matters

If, in the course of the arbitral proceedings, a question outside the jurisdiction of the Arbitral Tribunal arises, or if a document submitted to it is challenged for forgery, or criminal proceedings are initiated for its forgery or for any other crime, the Arbitral Tribunal may continue reviewing the subject matter of the dispute if it deems that deciding on such a question, on the forgery of the document or on the other criminal act is not necessary for deciding on the subject matter of the dispute. Otherwise, the Tribunal shall suspend the proceedings pending a final judgment in this regard. This entails suspension of the time limit set for issuance of the award. It shall be resumed from the day following the date of informing the Arbitral Tribunal that the reason for the suspension has ceased to exist.

Article (44)

Service of the Arbitral Award

Subject to the provisions of Article (47) of this Law, the Arbitral Tribunal shall notify all parties of the award by delivering a true copy or a copy thereof signed by the arbitrator to each party within fifteen (15) days from the date the award is rendered.

Article (45)

Termination of the Arbitral Proceedings

1. The arbitral proceedings shall be terminated by rendering the final award ending the dispute by the Arbitral Tribunal.
2. The Arbitral Tribunal shall terminate the proceedings in any of the following cases:
 - a. If the parties agree to terminate the arbitral proceedings in accordance with the

provisions of this Law;

- b. If the Claimant abandons the arbitration case, unless the Arbitral Tribunal decides, upon the Respondent's request, that the latter has a genuine interest in the continuation of the arbitral proceedings until the dispute is decided on; or
- c. In case the Arbitral Tribunal, for any other reason, comes to the conclusion that it is of no use or impossible to continue the arbitral proceedings.

Article (46)

Arbitration Expenses

- 1. Unless the parties agree otherwise, the arbitral tribunal shall be allowed to evaluate the arbitration expenses, including the fees and expenses incurred by any member of the Arbitral Tribunal in order to carry out his duties and the expenses of appointment of experts by the Arbitral Tribunal.
- 2. The Arbitral Tribunal may inflict all or part of such fees and expenses provided for in Clause (1) of this Article on one of the parties. The court may, at the request of one of the parties, amend the arbitrators' valuation of their fees or the expenses so as to compensate the effort done, the nature of the dispute and the experience of the arbitrator.
- 3. No requests shall be submitted to the court to re-consider the value of the expenses if there is an agreement on their value.

Article (47)

Refrainment from Delivering the Award in Case of Non-Payment of the Expenses

- 1. Without prejudice to the right of the arbitrators to claim their fees and expenses from the parties, the Arbitral Tribunal may refuse to deliver the final arbitral award to the parties in case of failure to pay all the expenses of arbitration.

2. If the Arbitral Tribunal refuses to deliver the award in accordance with the provisions of Clause (1) of this Article, any of the parties may submit a request to the court, after notifying the other parties and the Arbitral Tribunal, to oblige the Arbitral Tribunal to deliver the award to the parties, after submitting a proof of payment of all the fees and expenses requested by the Arbitral Tribunal or determined by the court in accordance with Article (46) of this Law.

Article (48)

Confidentiality of Awards

The arbitral awards shall be confidential and may not be published in whole or in part without the written consent of the parties. The publication of judgments that include an arbitral award shall not be deemed violation of such principle.

Article (49)

Interpretation of the Award

1. Once the arbitral award is rendered, the Arbitral Tribunal shall have no authority to decide on any matters covered in the arbitral award. However, any of the parties may request the Arbitral Tribunal, within (30) thirty days of receipt of the arbitral award, to give an interpretation clarifying an ambiguity that appears in the dispositive part of the award, unless the parties agree on other procedures and periods. The party requesting clarification shall notify the other party of such request before presenting it to the Arbitral Tribunal.
2. If the Arbitral Tribunal finds that the request for interpretation is justified, it shall issue a written decision of interpretation within thirty (30) days following the date of submission of the request to the Tribunal. It may extend such period of time for further fifteen (15) days if it deems it necessary.
3. The decision of interpretation shall be deemed complementary to the relevant arbitral award and subject to rules applicable thereto.

Article (50)

Correction of Material Errors in Awards

1. The Arbitral Tribunal shall correct any purely material errors in its award, whether typographical or in computation, by a decision on its own initiative or at the request of a party, after notifying the other parties. The request shall be submitted within the thirty (30) days following the receipt of the award, unless the other parties agree on other procedures or periods. The Arbitral Tribunal shall make the correction of the award within (30) thirty days following the making of the award or the submission of the request for correction, as the case may be. It may, if it deems necessary, extend such period for further (15) fifteen days.
2. The decision regarding the correction shall be issued in writing and shall be notified to the parties within fifteen (15) days from the date of its issuance.
3. The decision issued on the correction of the award shall be deemed complementary to the arbitral award and subject to rules applicable thereto.

Article (51)

Additional Arbitral Award

1. Each party may, within thirty (30) days following the date of receipt of the arbitral award, request the Arbitral Tribunal to render an additional award as to claims presented during the arbitral proceedings but omitted from the award. The requesting party shall notify the other parties of such petition.
2. If the Arbitral Tribunal deems that the petition referred to in Clause (1) of this Article is justified, it shall render its award within sixty (60) days from the date the petition is submitted. It may extend such period for further (30) thirty days.
3. The additional arbitral award shall be deemed complementary to the arbitral award and subject to rules applicable thereto.
4. If the Arbitral Tribunal does not issue the arbitration award in accordance with this Article and Articles (49) and (50) of this Law, the party concerned shall request the court to do the same.

Article (52)

Binding Force of the Awards

Arbitral Awards rendered in accordance with the provisions of the present Law shall be binding to all the parties and shall have the authority of the **res judicata**. Further, it shall have the same self-executing force as if it were a judgment. However, to enforce such awards, a decision to confirm it shall be obtained from the court.

Article (53)

Appeal of the Award

1. Arbitral awards shall not be challenged except by instituting an action for annulment or during the consideration of the confirmation decision. The party requesting the annulment of the arbitral award shall prove the existence of any of the following reasons:
 - a. Absence of an Arbitration Agreement, or the Agreement is void, or terminated due to expiry of its term in accordance with the law to which the Agreement is subject by the parties or in accordance with this Law if there is no reference to a specific law;
 - b. One of the parties, at the time of enforcement thereof, lacks capacity or of diminished capacity in accordance with the law which governs its capacity;
 - c. The person lacked the legal capacity to take any action regarding the right, the subject matter of dispute, in accordance with the law governing his capacity, which is stipulated in Article (4) of this Law.
 - d. If one of the parties to the Arbitration is unable to present its case as a result of not being given proper notice of the appointment of an Arbitrator or of the arbitral proceedings, the Arbitral Tribunal's violation of the litigation principles or for any other reason beyond its control;
 - e. If the arbitral award fails to apply the law agreed upon by the parties to govern the subject matter of the dispute;
 - f. If the composition of the Arbitral Tribunal or the appointment of one of the

- Arbitrators is in conflict with the provisions of this Law or the agreement of the parties;
- g. If the arbitral proceedings are invalid to the effect that impairs the award; or if the award is rendered after the due time limit; or
 - h. If the arbitral award deals with matters not falling within the scope of the Arbitration Agreement or exceeding the limits of this agreement. Nevertheless, when matters falling within the scope of the Arbitration can be separated from the parts of the award which contains matters not included within the scope of the Arbitration, the nullity affects exclusively the latter parts only.
2. The court shall invalidate the arbitral award on its own if it finds out the following:
- a. The subject matter of the dispute is a matter in which Arbitration may not be held; or
 - b. The arbitral award contradicts the public order and morality in the State.

Article (54)

Action for the Annulment of the Arbitral Award

1. The judgment rendered by the court on the action for annulment shall be final and shall not be subject to appeals except by way of Cassation.
2. The action for annulment of an arbitral award shall not be heard after thirty (30) days following the notification of the arbitral award by the party requesting annulment.
3. The judgment nullifying the arbitral award entails the cancellation of the award in whole or in part, depending on whether such nullification pertains to all or part of the award. If an interpretation has been issued on the part that is rendered nullified, such interpretation shall likewise be nullified;
4. Unless otherwise agreed by the parties, the Arbitration Agreement shall remain valid in accordance with the provisions of this Law after annulment of the arbitral award, unless such annulment is based on the absence, extinction, nullity or non-enforceability of the Agreement itself.
5. Waiver of the right to institute the annulment action prior to the passing of the award shall not prevent the admission of the action.

6. The court from which the annulment of the arbitral award is sought may suspend the annulment proceedings for a period not exceeding (60) sixty days if it finds it appropriate at the request of one of the parties in order to give the Arbitral Tribunal an opportunity to take any action or rectify the form of the award that may eliminate the causes of annulment without affecting its content.

Article (55)

Enforcement of the Arbitral Award

1. The party desiring to enforce the arbitral award shall submit a request for the confirmation of the award and order to enforce thereof to the court, provided that such request is accompanied by the following documents:
 - a. The original award or a certified true copy thereof;
 - b. A copy of the Arbitration Agreement; and
 - c. A certified Arabic translation of the arbitral award from an accredited body in case the award was not made in Arabic.
 - d. A copy of the transcript of filing the judgment with the Court.
2. The court's president or his delegate from judges shall confirm and enforce the arbitral award, within a period of (60) sixty days from the day of submission of confirmation decision and enforcement thereof, unless it finds that one or several reasons for annulment of the arbitral award is based on any of the cases contained in Clause (1) of Article (53) of this Law.

Article (56)

Request for the Suspension of the Arbitral Award

1. The filing of an annulment action does not entail the suspension of the arbitral award. However, the court hearing the annulment action may order such suspension at the request of any of the parties if the request is based on serious grounds.
2. The court shall decide on the request for the suspension of the arbitral award within

fifteen (15) days from the date of the first hearing scheduled for considering such request.

3. If the court orders the suspension of the award, it may require the party requesting the suspension to post a security or monetary guarantee. Further, it shall decide on the annulment action within three (3) months from the date such order is rendered.

Article (57)

Challenging the Arbitral Award Enforcement Order

A grievance may be filed before the competent court of appeal against the Court decision ordering the enforcement or rejecting the enforcement of the arbitral award within (30) thirty days following the date of being notified thereof.

Chapter Six

Final Provision

Article (58)

Code of Ethical Conduct for Arbitrators and their Rosters

1. The Minister of Economy shall issue the Code of Ethical Conduct for Arbitrators in coordination with the arbitral entities in the State.
2. The Minister of Justice or the president of the competent judicial body shall establish rosters of arbitrators who are to be selected in accordance with the provision of Article (11) of this Law.

Article (59)

Inter-Temporal Scop of this Law

The provisions of this Law shall apply to any ongoing Arbitration at the time of its entry into force, even if it is based on an earlier Arbitration Agreement, provided that the proceedings carried out in accordance with the provisions of any previous legislation shall remain valid.

Article (60)

Repeal of the Contradictory Provisions

1. Articles (203-218) of Federal Law No. (11) of 1992 referred to above are hereby repealed, provided that the proceedings carried out in accordance therewith shall remain valid.
2. Any provision contrary to the provisions of this Law is hereby repealed.

Article (61)

Publication and Entry Into Force of this Law

This Law shall be published in the Official Gazette and shall enter into force one month following the date of its publication.

Khalifa Bin Zayed Al Nahyan

President of the United Arab Emirates

Issued by us in the Abu Dhabi Presidential Palace

Dated: 17 Sha'ban 1439 AH.

Corresponding to: 03 May 2018 AD.