

<p style="text-align: center;">CONCILIATION RULES OF THE SHARM EL-SHEIKH INTERNATIONAL ARBITRATION CENTRE</p>
--

CHAPTER ONE: PRELIMINARY PROVISIONS

Article 1: Definitions

Article 2: Exoneration of Responsibility

CHAPTER TWO: COMMENCEMENT OF THE CONCILIATION

Article 3: Request for Conciliation

Article 4: Answer to the Request for Conciliation

Article 5: Effect of the Conciliation Agreement

Article 6: Written Notification or Communication and Time Limits

CHAPTER THREE: THE CONCILIATOR

Article 7: Mission of the Conciliator

Article 8: Confidentiality

Article 9: Appointing the Conciliator

Article 10: Appointment of the Conciliator

Article 11: Replacement of the Conciliator

CHAPTER FOUR: THE CONCILIATION

Article 12: Transmission of the File to the Conciliator

Article 13: Language of the Conciliation

Article 14: Place of the Conciliation

Article 15: Examination of the Case

CHAPTER FIVE: SETTLEMENT AND END OF THE CONCILIATION

Article 16: Settlement

Article 17: End of the Conciliation

CHAPTER SIX: CONCILIATION COSTS

Article 18: Nature and amount of the Conciliation Costs

Article 19: Advance on Conciliation Costs

Article 20: Decisions on Conciliation Costs

CHAPTER ONE: PRELIMINARY PROVISIONS

Article 1: Definitions

In these Rules:

- “**SHIAC**”: means **Sharm El-Sheikh International Arbitration Centre**.
“**Conciliation Rules**”: means the rules applied on all Conciliations organized under the auspices of **SHIAC**.
“**Secretariat**” means **SHIAC**’s Secretariat
“**Secretary General**” means the Secretary General of the **SHIAC**
“**The Claimant**” includes one or more Claimants.
“**The Respondent**” includes one or more Respondents.

Article 2: Exoneration of Responsibility

Neither **SHIAC** nor the Conciliator shall be liable to any person for act or omission in connection with any proceedings of Conciliation or any alternative means of settling the disputes.

CHAPTER TWO: COMMENCEMENT OF THE CONCILIATION

Article 3: Request for Conciliation

3.1 A Party wishing to have recourse to Conciliation under the **SHIAC**’s rules shall submit its Request for Conciliation in writing to the Secretariat.

The Request for Conciliation shall contain, *inter alia*, the following information:

- a) Full name, description, address, telephone and fax numbers, e-mail addresses of each of the Parties;
- b) A brief description of the nature and circumstances of the dispute giving rise to the Claim;
- c) A statement of the relief sought, a summary of the grounds for the Claim, and, if possible, a financial estimate of the amount of the Claim;
- d) Any comments as to the place of the conciliation, the language of the Conciliation, etc.
- e) The proof of payment of the registration costs for Conciliation as determined in the annex

- 3.2 Together with the Request, Claimant shall provide copies of all contracts or agreements between the Parties, in particular the Conciliation Agreement if any, the correspondence between the Parties and other relevant documents.
- 3.3 The Request for Conciliation and the documents annexed thereto shall be supplied in a number of copies sufficient to provide one copy for each Party, one copy for the conciliator and one copy for the Secretariat.

Article 4: Answer to the Request for Conciliation

- 4.1 If the request is fully presented as indicated in Article 3, the Secretariat shall inform the Respondent of the Request for Conciliation as soon as possible, and grant him a period of (15) fifteen days to accept or reject the Request to take part in the attempt to mediate.
- 4.2 If no positive answer is given within that the said time limit, the Request for Conciliation shall be considered void. The Secretariat shall immediately inform the Claimant accordingly.
- 4.3 If the Respondent accepts to take part in the Conciliation, the date on which he informs the Secretariat thereof shall be deemed to be the date of Commencement of the Conciliation. The Secretariat shall confirm this date to the Parties.
- 4.4 This time limit may be extended pursuant to a reasoned request of the Respondent, or by the Secretariat.

Article 5: Effect of the Conciliation Agreement

When the Parties agree to resort to **SHIAC** for Conciliation, they thereby submit to the Conciliation Rules in effect on the date of Commencement of the Conciliation Proceedings, unless they have agreed to submit to the Conciliation Rules in effect on the date of their conciliation agreement.

Article 6: Written Notifications or Communications and Time Limits

- 6.1 The Request for Conciliation, the Answer to the Request for Conciliation, all pleadings, all notifications, the appointment of the Conciliator, etc. shall be valid if they are made by registered mail, courier, or any other means of communication that proves their dispatch.

If a Party is represented by counsel, all Notifications or Communications shall be made to the latter, unless that Party requests otherwise.

All Notifications or Communications shall be valid if dispatched to the last address of the Party, as notified either by the Party in question or by the other Party.

- 6.2 A Notification or Communication, made in accordance with Clause 1, shall be deemed to have been made when it is received or should have been received by the Party itself, by its representative or its counsel.

- 6.3 Periods of time specified in the present Rules, shall start to run on the day following the date a Notification or Communication is deemed to have been made in accordance with Clause 1. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the Notification or communication has to be made, the period of time shall expire at the end of the first following business day.
- 6.4 A notice or communication shall be treated as having been sent timely if it is dispatched in accordance with Clause 1 prior to, or on the date of, the expiry of the time limit.

CHAPTER THREE: THE CONCILIATOR

Article 7: Mission of the Conciliator

The Conciliator is a neutral person who assists the Parties in an attempt to reach an amicable settlement of their dispute arising out of, or relating to, a contractual or other legal relationship. The Conciliator does not have the authority to impose upon the Parties a solution to the dispute.

Article 8: Confidentiality

- 8.1 The Conciliator, the Parties and their counsel, shall be bound by a duty of strict confidentiality.
- 8.2 Under no circumstances may any mention be made in arbitral or judicial proceedings of anything which has been done, said or written with a view to obtaining a settlement that eventually is not achieved.

Article 9: Appointing the Conciliator

- 9.1 Only those persons who are independent of the Parties and of their counsel and who comply with the rules of good conduct may serve as Conciliator in Conciliations organized by **SHIAC**.
- 9.2 **SHIAC** shall appoint the Conciliator. The Parties may nominate the conciliator by mutual consent, subject to the approval of the Appointments Committee or the Chairman.
- 9.3 The Conciliator who was appointed or whose nomination has been approved, shall sign a statement of independence and disclose in writing to the Secretariat any facts or circumstances which might be of such a nature to call into question the Conciliator's independence in the eyes of the Parties. The Secretariat shall provide such information to the Parties in writing and fix a time limit for any comments from them.
- 9.4 The Conciliator shall immediately disclose in writing to the Secretariat and to the Parties any facts or circumstances of a similar nature as those mentioned in paragraph 3 which may arise during the conciliation.

- 9.5 The decisions of **SHIAC** as to the appointment or replacement of the Conciliator shall be final. These decisions do not have to state the reasons for the decision.
- 9.6 By accepting to serve, every Conciliator undertakes to carry out his responsibilities until the end in accordance with these Rules.
- 9.7 Unless otherwise agreed by the Parties, the Conciliator shall not act as an Arbitrator, representative or counsel of a Party in arbitral or judicial proceedings relating to the dispute which was the subject of conciliation.

Article 10: Appointment of the Conciliator

Unless nominated by the Parties, **SHIAC** appoints the Conciliator after the payment by the Parties, or by one of them, of the advance on Conciliation costs. It will thereby take into account more particularly the availability, the qualifications and the ability of the conciliator to conduct the conciliation in accordance with these Rules.

Article 11: Replacement of the Conciliator

- 11.1 In the event of the Conciliator's death, accepted withdrawal, resignation, or if there is a cause preventing him from fulfilling his duties, or upon request of all Parties, the conciliator shall be replaced.
- 11.2 The Conciliator shall also be replaced when the Appointments Committee or the Chairman finds that the Conciliator is prevented *de jure* or *de facto* from fulfilling his duties in accordance with these Rules or within the allotted time limits.

In such event, **SHIAC** shall decide on the matter after having invited the Conciliator and the Parties to comment in writing to the Secretariat within the time limit allotted by the latter. Such comments shall be communicated to the Parties and to the Conciliator.

CHAPTER FOUR: THE CONCILIATION

Article 12: Transmission of the File to the Conciliator

Provided that the advance on conciliation costs has been fully paid, the Secretariat shall transmit the file to the conciliator as soon as the latter has been appointed or his nomination approved.

Article 13: Language of the Conciliation

- 13.1 The language of the Conciliation shall be determined by mutual agreement between the Parties. Failing such an agreement, the language or languages of the conciliation shall be determined by the conciliator, due regard being given to the circumstances of the case and, in particular, to the language of the contract.
- 13.2 The Conciliator shall have full authority to decide which of the Parties shall bear the translation costs, if any, and to what extent.

Article 14: Place of Conciliation

- 14.1 The place of the Conciliation shall be **SHIAC** premises in Sharm El-Sheikh city, unless the Parties have agreed otherwise.
- 14.2 Unless otherwise agreed by the Parties and after having consulted with them, the Conciliator may decide to hold the hearings and meetings at any other location that he considers appropriate.

Article 15: Examination of the Case

- 15.1 The Conciliator is free to organize the Conciliation as he sees fit.
- 15.2 As quickly as possible after its appointment the Conciliator shall set time limits for the Parties to present their arguments.
- 15.3 After having received the arguments of the Parties, the Conciliator shall examine the case and submit a Conciliation proposal to the Parties.
- 15.4 The hearings shall not be public. Save with the approval of the Conciliator and the Parties, persons not involved in the proceedings shall not be admitted.
- 15.5 The Parties shall appear in person or through duly authorized representatives or counsel.

CHAPTER FIVE: SETTLEMENT AND END OF CONCILIATION

Article 16: Settlement

- 16.1 Should the Conciliation lead to a settlement, the agreement shall be set forth in writing and signed by the Parties. This document sets out the precise undertakings of each of the Parties.
- 16.2 Subsequently, the Conciliator shall record in a set of minutes the fact that the Parties have reached an agreement. The said minutes shall be signed by the Conciliator and by the Parties. A copy of the minutes shall be sent to the Secretariat.
- 16.3 In the event that the Conciliation fails to bring about a settlement, the Conciliator shall record this fact in the minutes, which he shall sign and immediately notify to the Secretariat

Article 17 End of the Conciliation

- 17.1 When an agreement is reached, the Conciliation shall end when the Parties and the Conciliator sign the minutes stating that an amicable agreement has been reached.
- 17.2 If no agreement is reached, the Conciliation shall end as soon as the Conciliator notifies the Secretariat the minutes stating that no amicable agreement has been reached.

- 17.3 Should one of the Parties fail to appear in the proceedings after having been duly summoned, the Conciliation shall end as soon as the Conciliator informs in writing the Secretariat.
- 17.4 At any time, either Party may refuse to continue the Conciliation. In such event, the Conciliation ends when written notification of that Party's refusal is sent to the Conciliator, if already appointed, and to the Secretariat.
- 17.5 The Conciliator may also decide that there is no further justification for continuing with the Conciliation. In such event, the Conciliation ends as soon as the Conciliator informs the Secretariat in writing of this fact.

CHAPTER SIX: CONCILIATION COSTS

Article 18: Nature and Amount of the Conciliation Costs

- 18.1 The Conciliation Costs shall include the fees and expenses of the Conciliator, as well as the administrative expenses of the Secretariat. They shall be fixed by the Secretariat on the basis of the amount of the principal Claim and of the counterclaim, according to the Scale of Conciliation Costs in effect on the date of the commencement of the conciliation proceedings.
- 18.2 Other costs and expenses relating to the Conciliation, such as the expenses incurred by a Party, are not included in the Conciliation Costs and are borne by this Party.
- 18.3 The Secretariat may fix the Conciliation Costs at a higher or lower figure than that which would result from the application of the Scale of Conciliation Costs, should this be deemed necessary due to the exceptional circumstances of the case.
- 18.4 If the amount in dispute is not specified, totally or partially, the Secretariat, may determine, taking into account all available information, the amount in dispute on the basis of which the Conciliation costs will be calculated.
- 18.5 The Secretariat may adjust the amount of the Conciliation costs at any time during the proceedings if the Circumstances of the case or if new Claims reveal that the scope of the dispute is greater than originally considered.

Article 19: Advance on Conciliation Costs

- 19.1 The advance required to cover the Conciliation Costs, as determined in accordance with Article 16, Clause 1, shall be paid to **SHIAC** prior to the appointment or the approval of the nomination of the Conciliator by **SHIAC**.
- 19.2 Further advance payments may be required if and when any adjustments are made to the Conciliation Costs in the course of the proceedings.
- 19.3 The advance on Conciliation Costs, as well as the additional advance on Conciliation Costs, shall be payable in equal shares by the Claimant and the Respondent. However, any Party shall be free to pay the whole of the advance on Conciliation Costs should the other Party fail to pay its share.

19.4 When a request for an additional advance on Conciliation Costs has not been complied with, and after consultation with the Conciliator, the Secretariat may direct the conciliator to suspend his work and set a time limit, which must be not less than fifteen days, on the expiry of which the relevant Claims or counterclaims on the basis of which the additional advance was calculated shall be considered as withdrawn. A Party shall not be prevented on the ground of such a withdrawal from reintroducing the same Claim or counterclaim at a later date in another proceeding.

Article 20: Decision on Conciliation Costs

20.1 The Conciliation Costs shall be finally fixed by the Secretariat.

20.2 Unless otherwise agreed, the Parties shall each bear one half of the costs of the Conciliation.

20.3 The minutes which state that the Parties have reached an agreement, set forth the Conciliation Costs, as determined by the Secretariat, and set out the agreement between the Parties, if any, on the allocation of the Conciliation Costs.