



QFC ARBITRATION REGULATIONS

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QATAR FINANCIAL CENTRE
REGULATION NO. 8 of 2005
QFC ARBITRATION REGULATIONS

The Minister of Economy and Commerce hereby enacts the following regulations pursuant to Article 9 of Law No. (7) of 2005.

Mohamed bin Ahmed bin Jassim Al Thani
Minister of Economy and Commerce of the State of Qatar

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CONTENTS

| | |
|--|-----------|
| PART 1 – APPLICATION, INTERPRETATION AND COMMENCEMENT | 5 |
| Article 1 – Citation..... | 5 |
| Article 2 – Application | 5 |
| Article 3 – Commencement..... | 5 |
| Article 4 – Language | 5 |
| Article 5 – Interpretation | 5 |
| PART 2 – SCOPE OF APPLICATION | 6 |
| Article 6 – Scope of application of the Regulations | 6 |
| PART 3 – ARBITRATION | 7 |
| SECTION 1 – GENERAL PROVISIONS | 7 |
| Article 7 – Rules of interpretation | 7 |
| Article 8 – Receipt of written communications | 7 |
| Article 9 – Waiver of right to object | 7 |
| SECTION 2 – ARBITRATION AGREEMENT | 8 |
| Article 10 – Definition and form of Arbitration Agreement..... | 8 |
| Article 11 – Arbitration Agreement and substantive claim before Court..... | 8 |
| Article 12 – Arbitration Agreement and interim measures by Court | 9 |
| SECTION 3 – COMPOSITION OF ARBITRAL PANEL | 10 |
| Article 13 – Number of arbitrators | 10 |
| Article 14 – Appointment of arbitrators | 10 |
| Article 15 – Grounds for challenge | 11 |
| Article 16 – Challenge procedure | 11 |
| Article 17 – Failure or impossibility to act | 11 |
| Article 18 – Appointment of substitute arbitrator | 12 |
| Article 19 – Immunity of arbitrator | 12 |
| SECTION 4 – CONSOLIDATION OF ARBITRATION PROCEEDINGS | 13 |
| Article 20 – Consolidation or joinder of Arbitration proceedings | 13 |
| SECTION 5 – JURISDICTION OF ARBITRAL PANEL | 14 |
| Article 21 – Competence of Arbitral Panel to rule on its jurisdiction | 14 |
| Article 22 – Power of Arbitral Panel to order interim measures | 14 |
| Article 23 – Recognition and enforcement of interim measures of protection | 15 |
| SECTION 6 – CONDUCT OF ARBITRAL PROCEEDINGS | 17 |
| Article 24 – Equal treatment of parties | 17 |

| | |
|--|-----------|
| Article 25 – Determination of rules of procedure..... | 17 |
| Article 26 – Seat of Arbitration | 17 |
| Article 27 – Commencement of arbitral proceedings | 17 |
| Article 28 – Language | 17 |
| Article 29 – Statements of claim and defence..... | 18 |
| Article 30 – Hearings and written proceedings..... | 18 |
| Article 31 – Default of a party | 18 |
| Article 32 – Expert appointed by Arbitral Panel..... | 18 |
| Article 33 – Court assistance in taking evidence | 19 |
| SECTION 7 – MAKING OF AWARD AND TERMINATION OF PROCEEDINGS..... | 20 |
| Article 34 – Rules applicable to substance of dispute..... | 20 |
| Article 35 – Decision making by panel of arbitrators..... | 20 |
| Article 36 – Settlement | 20 |
| Article 37 – Form and contents of Award | 20 |
| Article 38 – Costs of proceedings and interest..... | 21 |
| Article 39 – Termination of proceedings..... | 21 |
| Article 40 – Correction and interpretation of Award; additional Award | 21 |
| SECTION 8 – RECOURSE AGAINST AWARD | 23 |
| Article 41 – Application for setting aside as exclusive recourse against Award | 23 |
| PART 4 – THE RECOGNITION AND ENFORCEMENT OF NON-QFC AWARDS..... | 24 |
| Article 42 – Recognition and enforcement of Non-QFC Awards | 24 |
| Article 43 – Grounds for refusing recognition or enforcement | 24 |
| PART 5 – INTERPRETATION AND DEFINITIONS..... | 26 |
| Article 44 – Interpretation | 26 |
| Article 45 – Definitions..... | 27 |

PART 1 – APPLICATION, INTERPRETATION AND COMMENCEMENT

ARTICLE 1 – CITATION

These Regulations may be referred to as the Arbitration Regulations 2005.

ARTICLE 2 – APPLICATION

These Regulations are made by the Minister pursuant to Article 9 of the QFC Law and shall apply in the QFC. To the fullest extent permitted by the QFC Law, the laws, rules and regulations of the State concerning Arbitration shall not apply in the QFC.

ARTICLE 3 – COMMENCEMENT

These Regulations shall come into force on the date of signature by the Minister.

ARTICLE 4 – LANGUAGE

In accordance with Article 9 of the QFC Law, these Regulations are written in the English language and the English text thereof shall be the official original text. Any translation thereof into another language shall not be authoritative and in the event of any discrepancy between the English text of these Regulations and any other version, the English text shall prevail.

ARTICLE 5 – INTERPRETATION

Words and expressions used in these Regulations and interpretative provisions applying to these Regulations are set out in Part 5.

PART 2 – SCOPE OF APPLICATION

ARTICLE 6 – SCOPE OF APPLICATION OF THE REGULATIONS

- (1) Parts 1 to 4 of these Regulations apply where the QFC is the Seat of an Arbitration.
- (2) Articles 11, 12, 23 and Part 4 of these Regulations also apply where the Seat is one other than that of the QFC or where no Seat has been designated or determined.

PART 3 – ARBITRATION

SECTION 1 – GENERAL PROVISIONS

ARTICLE 7 – RULES OF INTERPRETATION

- (1) Where a provision of these Regulations, except Article 34, leaves the parties free to determine a certain issue, such freedom includes the right of the parties to authorise a third party, including an institution, to make that determination.
- (2) Where a provision of these Regulations refers to the fact that the parties have agreed or that they may agree or in any other way refers to an agreement of the parties, such agreement includes any arbitration rules referred to in that agreement.
- (3) Where a provision of these Regulations, other than in Articles 31(1) and 39(2)(A), refers to a claim, it also applies to a counterclaim, and where it refers to a defence, it also applies to a defence to such counterclaim.

ARTICLE 8 – RECEIPT OF WRITTEN COMMUNICATIONS

- (1) Unless otherwise agreed by the parties to a dispute:
 - (A) any written communication is taken to have been received if it is delivered to the addressee personally or if it is delivered at his place of business, habitual residence, mailing address or address for the receipt of facsimiles, telex, email or any other means of telecommunication that provides a record of transmission; if none of these can be found after making a reasonable inquiry, a written communication is taken to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or by any other means which provides a record of the attempt to deliver it or of its transmission to that party; and
 - (B) the communication is taken to have been received on the day it is so delivered.
- (2) The provisions of this Article do not apply to communications in Court proceedings.

ARTICLE 9 – WAIVER OF RIGHT TO OBJECT

A party who knows that any provision of these Regulations from which the parties may derogate or any requirement under the Arbitration Agreement has not been complied with and yet proceeds with the Arbitration without stating his objection to such non-compliance without undue delay or, if a time limit is provided therefor, within such period of time, shall be deemed to have waived his right to object.

SECTION 2 – ARBITRATION AGREEMENT

ARTICLE 10 – DEFINITION AND FORM OF ARBITRATION AGREEMENT

- (1) An Arbitration Agreement is an agreement by the parties to submit to Arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not. An Arbitration Agreement must be in writing and may be in the form of an arbitration clause in a contract or in the form of a separate agreement.
- (2) Any standard term or condition of membership or licence or other association with the QFC which requires parties to arbitrate disputes shall be considered a binding Arbitration Agreement under these Regulations.
- (3) An Arbitration Agreement is taken to be in writing if the arbitration clause or arbitration terms and conditions or any arbitration rules referred to by the Arbitration Agreement are in writing, even if the contract or the separate Arbitration Agreement may have been concluded orally, by conduct or by other means not in writing.
- (4) Furthermore, an Arbitration Agreement is in writing if it is contained in an exchange of documents in, or preparatory to, Court or Arbitration proceedings in which the existence of an agreement is alleged by one party and not denied by the other.
- (5) The reference in a contract to a text containing an arbitration clause constitutes an Arbitration Agreement provided that (i) the reference is such as to make that clause part of the contract and (ii) the text actually existed when the contract containing the reference to it was entered into.
- (6) The written arbitration terms and conditions, together with any writing incorporating by reference or containing those terms and conditions, or which those terms and conditions incorporate by reference, constitute the Arbitration Agreement.
- (7) For the purposes of this Article:
 - (A) "writing" includes any form that provides a tangible record of the agreement or is otherwise accessible as a data message so as to be usable for subsequent reference; and
 - (B) "data message" means information generated, sent, received or stored by electronic, optical or similar means including, but not limited to, electronic data interchange, electronic mail, telegram, telex or telecopy.

ARTICLE 11 – ARBITRATION AGREEMENT AND SUBSTANTIVE CLAIM BEFORE COURT

- (1) If an action is brought before the QFC Tribunal in a matter which is the subject of an Arbitration Agreement, the QFC Tribunal shall, if a party so requests not later than when submitting his first statement on the substance of the dispute, refer the parties to Arbitration unless it finds that the Arbitration Agreement is null and void, inoperative or incapable of being performed.

- (2) Where an action referred to in paragraph 11(1) of this Article has been brought, arbitral proceedings may nevertheless be commenced or continued, and an award may be made, while the issue is pending before the QFC Tribunal.

ARTICLE 12 – ARBITRATION AGREEMENT AND INTERIM MEASURES BY COURT

- (1) It is not incompatible with an Arbitration Agreement for a party to request, before or during arbitral proceedings, from a Court an interim measure of protection and for a Court to grant such measure.
- (2) The QFC Tribunal shall have the same power of issuing interim measures and protection for the purposes of and in relation to Arbitration proceedings as it has for the purposes of and in relation to other proceedings in the QFC Tribunal and shall exercise that power in accordance with its own rules and procedures insofar as these are relevant to the specific features of an Arbitration.

SECTION 3 – COMPOSITION OF ARBITRAL PANEL

ARTICLE 13 – NUMBER OF ARBITRATORS

- (1) The parties are free to determine the number of arbitrators provided that it is an odd number.
- (2) Failing such determination, the number of arbitrators shall be three unless, in the case of an Administered Arbitration, the arbitral institution considers it appropriate to have a sole arbitrator.

ARTICLE 14 – APPOINTMENT OF ARBITRATORS

- (1) No person shall be precluded by reason of his nationality from acting as an arbitrator, unless otherwise agreed by the parties.
- (2) The parties are free to agree on a procedure of appointing the arbitrator or arbitrators, subject to the provisions of paragraphs 14(4) and 14(5) of this Article.
- (3) Failing such agreement,
 - (A) in an Arbitration with three arbitrators, each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a party fails to appoint the arbitrator within 30 days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within 30 days of their appointment, the appointment shall be made, upon request of a party, by the QFC Tribunal;
 - (B) in an Arbitration with a sole arbitrator, if the parties are unable to agree on the arbitrator within 30 days of receipt of a request to do so from the other party, he shall be appointed, upon request of a party, by the QFC Tribunal.
- (4) Where, under an appointment procedure agreed upon by the parties,
 - (A) a party fails to act as required under such procedure; or
 - (B) the parties, or two arbitrators, are unable to reach an agreement expected of them under such procedure; or
 - (C) a third party, including an arbitral institution, fails to perform any function entrusted to it under such procedure

any party may request the QFC Tribunal to take the necessary measure, unless the agreement on the appointment procedure provides other means for securing the appointment.
- (5) A decision on a matter entrusted by paragraph 14(3) or 14(4) of this Article to the QFC Tribunal shall not be subject to appeal. The Court, in appointing an arbitrator, shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and, in the case of a sole or third arbitrator, shall take into account as well the advisability of appointing an arbitrator of a nationality other than that of any party.

ARTICLE 15 – GROUNDS FOR CHALLENGE

- (1) When a person is approached in connection with his possible appointment as an arbitrator, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties and any arbitral institution administering the Arbitration unless they have already been so informed by him.
- (2) An arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to his impartiality or independence, or if he does not possess qualifications agreed to by the parties. A party may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

ARTICLE 16 – CHALLENGE PROCEDURE

- (1) The parties are free to agree on a procedure for challenging an arbitrator, subject to the provisions of paragraph 16(3) of this Article.
- (2) Failing such agreement, a party who intends to challenge an arbitrator shall, within fifteen days after becoming aware of the constitution of the Arbitral Panel or after becoming aware of any circumstance referred to in Article 15(2), send a written statement of the reasons for the challenge to the Arbitral Panel. Unless the challenged arbitrator withdraws from his office or the other party agrees to the challenge, the Arbitral Panel shall decide on the challenge.
- (3) If a challenge under any procedure agreed upon by the parties or under the procedure of paragraph 16(2) of this Article is not successful, the challenging party may request, within thirty days after having received notice of the decision rejecting the challenge, the QFC Tribunal to decide on the challenge, which decision shall be subject to no appeal; while such a request is pending, the Arbitral Panel, including the challenged arbitrator, may continue the arbitral proceedings and make an Award.

ARTICLE 17 – FAILURE OR IMPOSSIBILITY TO ACT

- (1) If an arbitrator becomes as a matter of fact or law unable to perform his functions or for other reasons fails to act without undue delay, his mandate terminates if he withdraws from his office or if the parties agree on the termination. Otherwise, if a controversy remains concerning any of these grounds, any party may request the QFC Tribunal to decide on the termination of the mandate, which decision shall be subject to no appeal.
- (2) If, under this Article or Article 16(2), an arbitrator withdraws from his office or a party agrees to the termination of the mandate of an arbitrator, this does not imply acceptance of the validity of any ground referred to in this Article or Article 15(2).

ARTICLE 18 – APPOINTMENT OF SUBSTITUTE ARBITRATOR

Where the mandate of an arbitrator terminates under Articles 16 or 17 or because of his withdrawal from office for any other reason or because of the revocation of his mandate by agreement of the parties or in any other case of termination of his mandate, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced, unless otherwise agreed by the parties.

ARTICLE 19 – IMMUNITY OF ARBITRATOR

An arbitrator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as arbitrator unless the act or omission is shown to have been in bad faith.

SECTION 4 – CONSOLIDATION OF ARBITRATION PROCEEDINGS

ARTICLE 20 – CONSOLIDATION OR JOINDER OF ARBITRATION PROCEEDINGS

The QFC Tribunal, on the application of the parties to two or more Arbitration proceedings, may order:

- (1) the Arbitration proceedings to be consolidated, on terms it considers just;
- (2) the Arbitration proceedings to be heard at the same time, or one immediately after another; or
- (3) any of the Arbitration proceedings to be stayed until after the determination of any other of them.

SECTION 5 – JURISDICTION OF ARBITRAL PANEL

ARTICLE 21 – COMPETENCE OF ARBITRAL PANEL TO RULE ON ITS JURISDICTION

- (1) The Arbitral Panel may rule on its own jurisdiction, including any objections with respect to the existence or validity of the Arbitration Agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Panel that the contract is null and void shall not by itself determine the invalidity of the arbitration clause.
- (2) A plea by a respondent or other party that the Arbitral Panel does not have jurisdiction shall be raised not later than the submission of his defence or, for another party, his first written statement in the Arbitration. A party is not precluded from raising such a plea by the fact that he has appointed, or participated in the appointment of, an arbitrator. A plea that the Arbitral Panel is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is identified during the arbitral proceedings. The Arbitral Panel may, in either case, admit a later plea if it considers the delay justified.
- (3) The Arbitral Panel may rule on a plea referred to in paragraph 21(2) of this Article either as a preliminary question or in an Award on the merits. If the Arbitral Panel rules as a preliminary question that it has jurisdiction, any party may request, within thirty days after having received notice of that ruling, the QFC Tribunal to decide the matter, which decision shall be subject to no appeal; while such a request is pending, the Arbitral Panel may continue the arbitral proceedings and make an Award.

ARTICLE 22 – POWER OF ARBITRAL PANEL TO ORDER INTERIM MEASURES

- (1) Unless otherwise agreed by the parties, the Arbitral Panel may, at the request of a party, grant interim measures of protection.
- (2) An interim measure of protection is any temporary measure whether in the form of an Award or in another form by which, at any time prior to the issuance of the award by which the dispute is finally decided, the Arbitral Panel orders a party to:
 - (A) maintain or restore the status quo pending determination of the dispute;
 - (B) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm, or to prejudice the arbitral process itself;
 - (C) provide a means of preserving assets out of which a subsequent award may be satisfied; or
 - (D) preserve evidence that may be relevant and material to the resolution of the dispute.

- (3) The party requesting the interim measure of protection shall satisfy the Arbitral Panel that:
 - (A) harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
 - (B) there is a reasonable possibility that the requesting party will succeed on the merits, provided that any determination on this possibility shall not affect the discretion of the Arbitral Panel in making any subsequent determination.
- (4) The Arbitral Panel may require the requesting party or any other party to provide appropriate security in connection with such interim measure of protection.
- (5) The requesting party shall promptly make disclosure of any material change in the circumstances on the basis of which the party made the request for, or the Arbitral Panel granted, the interim measure of protection.
- (6) The Arbitral Panel may modify, suspend or terminate an interim measure of protection it has granted, at any time, upon application of any party or, in exceptional circumstances, on the Panel's own initiative, upon prior notice to the parties.
- (7) The requesting party shall be liable for any costs and damages caused by the interim measure of protection to the party against whom it is directed, if the Arbitral Panel later determines that, in the circumstances, the interim measure should not have been granted. The Arbitral Panel may order an award of costs and damages at any point during the proceedings.

ARTICLE 23 – RECOGNITION AND ENFORCEMENT OF INTERIM MEASURES OF PROTECTION

- (1) An interim measure of protection issued by an Arbitral Panel shall be recognised as binding and, unless otherwise provided by the Arbitral Panel, enforced upon application to the QFC Tribunal, irrespective of the country in which it was issued, subject to the provisions of this Article.
- (2) The QFC Tribunal may refuse to enforce an interim measure of protection, only:
 - (A) at the request of the party against whom it is invoked, if the QFC Tribunal is satisfied that:
 - (i) such refusal is warranted on the grounds set forth in Article 43(1)(A)(i), (ii), (iii) or (iv); or
 - (ii) any requirement to provide appropriate security in connection with the interim measure issued by the Arbitral Panel has not been complied with; or
 - (iii) the interim measure has been terminated or suspended by the Arbitral Panel or, where so empowered, by the Court of the state in

which the Arbitration takes place or under the law of which that interim measure was granted; or

- (B) if the QFC Tribunal finds that:
 - (i) the interim measure is incompatible with the powers conferred upon the QFC Tribunal, unless the QFC Tribunal decides to reformulate the interim measure to the extent necessary to adapt it to its own powers and procedures for the purposes of enforcing that interim measure and without modifying its substance; or
 - (ii) any of the grounds set forth in Article 43(1)(B)(i) or (ii) apply to the enforcement of the interim measure.
- (3) Any determination made by the QFC Tribunal on any ground in paragraph 23(2) of this Article shall be effective only for the purposes of the application to recognise and enforce the interim measure of protection. The QFC Tribunal where recognition or enforcement is sought shall not, in exercising that power, undertake a review of the substance of the interim measure.
- (4) The party who is seeking or has obtained recognition or enforcement of an interim measure of protection shall promptly inform the QFC Tribunal of any termination, suspension or modification of that interim measure.
- (5) The QFC Tribunal where recognition or enforcement is sought may if it considers it proper require the requesting party to provide appropriate security, if the Arbitral Panel has not already made a determination with respect to security, or where such a decision is necessary to protect the rights of third parties.

SECTION 6 – CONDUCT OF ARBITRAL PROCEEDINGS

ARTICLE 24 – EQUAL TREATMENT OF PARTIES

The parties shall be treated with equality and each party shall be given a full opportunity of presenting his case.

ARTICLE 25 – DETERMINATION OF RULES OF PROCEDURE

- (1) Subject to the provisions of these Regulations, the parties are free to agree on the procedure to be followed by the Arbitral Panel in conducting the proceedings.
- (2) Failing such agreement, the Arbitral Panel may, subject to the provisions of these Regulations, conduct the Arbitration in such manner as it considers appropriate. The power conferred upon the Arbitral Panel includes the power to determine the admissibility, relevance, materiality and weight of any evidence.

ARTICLE 26 – SEAT OF ARBITRATION

- (1) The parties are free to agree on the Seat of Arbitration. Failing such agreement, the Seat shall be determined by the Arbitral Panel or, in the case of an Administered Arbitration, the arbitral institution, having regard to the circumstances of the case, including the convenience of the parties.
- (2) Notwithstanding the provisions of paragraph 26(1) of this Article, the Arbitral Panel may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of goods, other property or documents relevant to the dispute.

ARTICLE 27 – COMMENCEMENT OF ARBITRAL PROCEEDINGS

Unless otherwise agreed by the parties, the arbitral proceedings in respect of a particular dispute commence on the date on which a request for that dispute to be referred to Arbitration is received by the respondent.

ARTICLE 28 – LANGUAGE

- (1) The parties are free to agree on the language or languages to be used in the arbitral proceedings. Failing such agreement, the Arbitral Panel shall determine the language or languages to be used in the proceedings. This agreement or determination, unless otherwise specified therein, shall thereafter apply to any written statement by a party, any hearing and any award, decision or other communication by the Arbitral Panel.
- (2) The Arbitral Panel may order that any documentary evidence shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the Arbitral Panel.

ARTICLE 29 – STATEMENTS OF CLAIM AND DEFENCE

- (1) Within the period of time agreed by the parties or determined by the Arbitral Panel, the claimant shall state the facts supporting his claim, the points at issue and the relief or remedy sought, and the respondent shall state his defence in respect of these particulars, unless the parties have otherwise agreed as to the required elements of such statements. The parties may submit with their statements all documents they consider to be relevant or may add a reference to the documents or other evidence they will submit.
- (2) Unless otherwise agreed by the parties, either party may amend or supplement his claim or defence during the course of the arbitral proceedings, unless the Arbitral Panel considers it inappropriate to allow such amendment having regard to the delay in making it.

ARTICLE 30 – HEARINGS AND WRITTEN PROCEEDINGS

- (1) Subject to any contrary agreement by the parties, the Arbitral Panel shall decide whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials. However, unless the parties have agreed that no hearing shall be held, the Arbitral Panel shall hold such hearings at an appropriate stage of the proceedings, if so requested by a party.
- (2) The parties shall be given sufficient advance notice of any hearing and of any meeting of the Arbitral Panel for the purposes of inspection of goods, other property or documents relevant to the dispute.
- (3) All statements, documents or other information supplied to the Arbitral Panel by one party shall be communicated to the other party. Also any expert report or evidentiary document on which the Arbitral Panel may rely in making its decision shall be communicated to the parties.

ARTICLE 31 – DEFAULT OF A PARTY

Unless otherwise agreed by the parties, if, without showing sufficient cause:

- (1) the claimant fails to communicate his statement of claim in accordance with Article 29(1), the Arbitral Panel may terminate the proceedings;
- (2) the respondent fails to communicate his statement of defence in accordance with Article 29(1), the Arbitral Panel shall continue the proceedings without treating such failure in itself as an admission of the claimant's allegations; and
- (3) any party fails to appear at a hearing or to produce documentary evidence, the Arbitral Panel may continue the proceedings and make the Award on the evidence before it.

ARTICLE 32 – EXPERT APPOINTED BY ARBITRAL PANEL

- (1) Unless otherwise agreed by the parties, the Arbitral Panel:
 - (A) may appoint one or more experts to report to it on specific issues to be determined by the Arbitral Panel; and

- (B) may require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.
- (2) Unless otherwise agreed by the parties, if a party so requests or if the Arbitral Panel considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing where the parties have the opportunity to put questions to him and to present expert witnesses in order to testify on the points at issue.

ARTICLE 33 – COURT ASSISTANCE IN TAKING EVIDENCE

The Arbitral Panel or a party with the approval of the Arbitral Panel may request from the QFC Tribunal assistance in taking evidence. The QFC Tribunal may execute the request within its competence and according to its rules on taking evidence.

SECTION 7 – MAKING OF AWARD AND TERMINATION OF PROCEEDINGS

ARTICLE 34 – RULES APPLICABLE TO SUBSTANCE OF DISPUTE

- (1) The Arbitral Panel shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute. Any designation of the law or legal system of a given state or jurisdiction shall be construed, unless otherwise expressed, as directly referring to the substantive law of that state or jurisdiction and not to its conflict of laws rules.
- (2) Failing any designation by the parties, the Arbitral Panel shall apply the law determined by the conflict of laws rules which it considers applicable.
- (3) The Arbitral Panel shall decide according to equity and good conscience only if the parties have expressly authorised it to do so, whether before or after the Arbitration has commenced.
- (4) In all cases, the Arbitral Panel shall decide in accordance with the terms of the contract and applicable law, and shall take into account the usages of the trade applicable to the transaction.

ARTICLE 35 – DECISION MAKING BY PANEL OF ARBITRATORS

In arbitral proceedings with more than one arbitrator, any decision of the Arbitral Panel shall be made, unless otherwise agreed by the parties, by a majority of all its members. However, questions of procedure may be decided by a presiding arbitrator, if so authorised by the parties or all members of the Arbitral Panel.

ARTICLE 36 – SETTLEMENT

- (1) If, during arbitral proceedings, the parties settle the dispute, the Arbitral Panel shall terminate the proceedings and, if requested by the parties and not objected to by the Arbitral Panel, record the settlement in the form of an Award on agreed terms.
- (2) An Award on agreed terms shall be made in accordance with the provisions of Article 37 and shall state that it is an Award. Such an Award has the same status and effect as any other Award on the merits of the case.

ARTICLE 37 – FORM AND CONTENTS OF AWARD

- (1) The Award shall be made in writing and shall be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the Arbitral Panel shall suffice, provided that the reason for any omitted signature is stated.
- (2) The Award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the Award is an Award on agreed terms under Article 36.
- (3) The Award shall state its date and the Seat of Arbitration as determined in accordance with Article 26(1). The Award shall be deemed to have been made at the Seat.

- (4) After the Award is made, a copy signed by the arbitrators in accordance with paragraph 37(1) of this Article shall be delivered to each party.

ARTICLE 38 – COSTS OF PROCEEDINGS AND INTEREST

Unless the parties to an Arbitration Agreement have (whether in the agreement or in any other document in writing) otherwise agreed, an Arbitral Panel may in making an Award:

- (1) direct to whom, by whom, and in what manner, the whole or any part of the costs that it awards shall be paid;
- (2) fix the amount of costs to be paid or any part of those costs; and
- (3) award interest on any sums it directs to be paid.

ARTICLE 39 – TERMINATION OF PROCEEDINGS

- (1) The arbitral proceedings are terminated by the final Award or by an order of the Arbitral Panel in accordance with paragraph 39(2) of this Article.
- (2) The Arbitral Panel shall issue an order for the termination of the arbitral proceedings when:
 - (A) the claimant withdraws his claim, unless the respondent objects thereto and the Arbitral Panel recognises a legitimate interest on his part in obtaining a final settlement of the dispute;
 - (B) the parties agree on the termination of the proceedings; or
 - (C) the Arbitral Panel finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.
- (3) The mandate of the Arbitral Panel terminates with the termination of the arbitral proceedings, subject to the provisions of Articles 40 and 41(4).

ARTICLE 40 – CORRECTION AND INTERPRETATION OF AWARD; ADDITIONAL AWARD

- (1) Within 30 days of receipt of the Award, unless another period of time has been agreed upon by the parties:
 - (A) a party, with notice to the other party, may request the Arbitral Panel to correct in the Award any errors in computation, any clerical or typographical errors or any errors of similar nature; and
 - (B) if so agreed by the parties, a party, with notice to the other party, may request the Arbitral Panel to give an interpretation of a specific point or part of the Award.

If the Arbitral Panel considers the request to be justified, it shall make the correction or give the interpretation within thirty days of receipt of the request. The interpretation shall form part of the Award.

- (2) The Arbitral Panel may correct any error of the type referred to in paragraph 40(1)(A) of this Article on its own initiative within 30 days of the date of the Award.
- (3) Unless otherwise agreed by the parties or in respect of an agreed Award made under Article 36, a party, with notice to the other party, may request, within 30 days of receipt of the Award, the Arbitral Panel to make an additional Award as to claims presented in the arbitral proceedings but omitted from the Award. If the Arbitral Panel considers the request to be justified, it shall make the additional Award within 60 days.
- (4) The Arbitral Panel may extend, if necessary, the period of time within which it shall make a correction, interpretation or an additional Award under paragraph 40(1) or 40(3) of this Article.
- (5) The provisions of Article 37 shall apply to a correction or interpretation of the Award or to an additional Award.

SECTION 8 – RECOURSE AGAINST AWARD

ARTICLE 41 – APPLICATION FOR SETTING ASIDE AS EXCLUSIVE RECOURSE AGAINST AWARD

- (1) Recourse to the QFC Tribunal against an Award may be made only by an application for setting aside in accordance with paragraphs 41(2) and 41(3) of this Article. Such application may only be made to the QFC Tribunal.
- (2) An Award may be set aside by the QFC Tribunal only if:
 - (A) the party making the application furnishes proof that:
 - (i) a party to the Arbitration Agreement was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the QFC;
 - (ii) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case;
 - (iii) the Award deals with a dispute not contemplated by or not falling within the terms of the submission to Arbitration, or contains decisions on matters beyond the scope of the submission to Arbitration, provided that, if the decisions on matters submitted to Arbitration can be separated from those not so submitted, only that part of the Award which contains decisions on matters not submitted to Arbitration may be set aside; or
 - (iv) the composition of the Arbitral Panel or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of these Regulations from which the parties cannot derogate, or, failing such agreement, was not in accordance with these Regulations; or
 - (B) if the QFC Tribunal finds that:
 - (i) the subject-matter of the dispute is not capable of settlement by Arbitration under QFC Law; or
 - (ii) the Award is not in the interest of the QFC.
- (3) Except as set out herein, an application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the Award or, if a request had been made under Article 40, from the date on which that request had been disposed of by the Arbitral Panel. The time limit set out above shall not apply to an application to the QFC Tribunal to have an Award set aside on the grounds that the Award is in conflict with the public policy of the QFC.
- (4) The QFC Tribunal, when asked to set aside an Award, may, where appropriate and so requested by a party, suspend the setting-aside proceedings for a period of time determined by it in order to give the Arbitral Panel an opportunity to resume the arbitral proceedings or to take such other action as in the Arbitral Panel's opinion will eliminate the grounds for setting aside.

PART 4 – THE RECOGNITION AND ENFORCEMENT OF NON-QFC AWARDS

ARTICLE 42 – RECOGNITION AND ENFORCEMENT OF NON-QFC AWARDS

- (1) An Award, which for the purpose of this Part only shall include a Non-QFC Award, shall be recognised as binding and shall be enforced in the QFC in accordance with the provisions of this Part.
- (2) The QFC Tribunal has sole and exclusive jurisdiction to hear applications for the enforcement of an Award in the QFC.
- (3) The party relying on an Award or applying for its enforcement shall supply the duly authenticated original Award or a duly certified copy thereof, and the original Arbitration Agreement referred to in Article 10 or a duly certified copy thereof.
- (4) The QFC Tribunal may on the application of a party for the enforcement of an Award make:
 - (A) an order to enforce the Award in the QFC; and
 - (B) any other orders ancillary to the enforcement of the Award.

ARTICLE 43 – GROUNDS FOR REFUSING RECOGNITION OR ENFORCEMENT

- (1) The QFC Tribunal may refuse to recognise or enforce an Award only:
 - (A) at the request of the party against whom it is invoked, if that party furnishes to the QFC Tribunal proof that:
 - (i) a party to the Arbitration Agreement referred to in Article 10 of these Regulations was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the Award was made;
 - (ii) the party against whom the Award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case;
 - (iii) the Award deals with a dispute not contemplated by or not falling within the terms of the submission to Arbitration, or it contains decisions on matters beyond the scope of the submission to Arbitration, provided that, if the decisions on matters submitted to Arbitration can be separated from those not so submitted, that part of the Award which contains decisions on matters submitted to Arbitration may be enforced;
 - (iv) the composition of the Arbitral Panel or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the Arbitration took place;

- (v) the Award has not yet become binding on the parties or has been set aside or suspended by a Court of the country in which or under the law of which that Award was made; or
- (B) if the QFC Tribunal finds that:
 - (i) the subject-matter of the dispute would not have been capable of settlement by Arbitration under the laws of the QFC; or
 - (ii) the recognition or enforcement of the Award would be contrary to the public policy of the QFC.
- (2) If an application for the setting aside or suspension of a Non-QFC Award has been made to the Court of the Seat of the Non-QFC Award, the QFC Tribunal may, if it considers it proper, adjourn its decision and may also, on the application of the party seeking recognition or enforcement of the Non-QFC Award, order the other party to provide appropriate security.

PART 5 – INTERPRETATION AND DEFINITIONS

ARTICLE 44 – INTERPRETATION

- (1) In these Regulations, a reference to:
 - (A) a provision of any law or regulation includes a reference to that provision as amended or re-enacted from time to time;
 - (B) an obligation to publish or cause to be published a particular document shall, unless expressly provided otherwise in these Regulations, include publishing or causing to be published in printed or electronic form;
 - (C) a calendar year shall mean a year of the Gregorian calendar;
 - (D) a month shall mean a month of the Gregorian calendar;
 - (E) the masculine gender includes the feminine and the neuter; and
 - (F) references to a person includes any natural or judicial person, body corporate, or body unincorporate, including a branch, company, partnership unincorporated association, government or state.
- (2) The headings in these Regulations shall not affect its interpretation.
- (3) A reference in these Regulations to a Schedule, an Article or a Part using a short form description of such Schedule, Article or Part in parenthesis are for convenience only and the short form description shall not affect the construction of the Article or Part to which it relates.
- (4) A reference in these Regulations to a Schedule, an Article or a Part by number only, and without further identification, is a reference to a Schedule, an Article or a Part of that number in these Regulations.
- (5) A reference in an Article or other division of these Regulations to a paragraph, sub-paragraph or Article by number or letter only, and without further identification, is a reference to a paragraph, sub-paragraph or Article of that number or letter contained in the Article or other division of these Regulations in which that reference occurs.
- (6) Each of the Schedules to these Regulations shall have effect as if set out in these Regulations and references to these Regulations in which that reference occurs.
- (7) Any reference in these Regulations to “include”, “including”, “in particular”, “for example”, “such as” or similar expressions shall be considered as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them.

ARTICLE 45 – DEFINITIONS

The following words and phrases shall where the context permits have the meanings shown against each of them:

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| Administered Arbitration | an Arbitration conducted pursuant to the rules of a recognised arbitration institution |
| Arbitration | any arbitration whether or not it is an Administered Arbitration |
| Arbitration Agreement | has the meaning set out in Article 10 of these Regulations |
| Arbitral Panel | a sole arbitrator or a panel of arbitrators |
| Award | an Arbitration award made under the Seat of the QFC either within or outside the jurisdiction of the QFC |
| Council of Ministers | the Council of Ministers of the State |
| Court | means a court or organ of the judicial system of a state including the QFC Tribunal |
| Minister | the Minister of Economy and Commerce of the State |
| Non-QFC Award | an Arbitration award made in a Seat other than that of the QFC (including in the State) in relation to a dispute arising out of or in relation to the QFC |
| QFC | the Qatar Financial Centre |
| QFC Authority | the Qatar Financial Centre Authority established pursuant to Article 3 of the QFC Law |
| QFC Law | Law No.(7) of 2005 of the State |
| QFC Tribunal | the QFC Tribunal as established by the TDR Regulations |
| Regulations | Regulations enacted by the Minister in accordance with Article 9 of the QFC Law |
| Seat | the juridical seat which indicates the procedural law chosen by the parties to govern their arbitration awards as designated in Article 26 of these Regulations |
| State | the State of Qatar |
| TDR Regulations | Regulations enacted or to be enacted by Minister with approval by the Council of Ministers pursuant to the QFC Law relating to the Tribunal and the resolution of disputes |