MESSAGE FROM THE SECRETARY GENERAL

By the time you read this edition, the Centre’s Bulletin will have acquired its first candle. One year has passed since the first edition of this newborn Bulletin. It can be looked upon as a mirror reflecting the various activities and initiatives of the Centre despite its short life. The challenge has been embodied in the Major responsibilities assumed by the people in charge of the Centre, and our insistence that the Centre should have its own bulletin.

At the outset, we could neither have expected that this Bulletin would have such a wide resound, nor that it could win a considerable acceptance by a public eager to be acquainted with legal knowledge concerning arbitration. We have, however, received many messages from readers insisting that they receive the Bulletin periodically, and messages from Arab and foreign arbitrations and experts panelists expressing their desire to write in this Bulletin.

The positive response and moral support of the public and local and official bodies serve as an impetus encouraging us to continue publication of this Bulletin which now reaches 3000 copies, distributed among arbitrators and members of the panels of

Dr. Hasan Al - Mulla

Member of the ICC International Court of Arbitration

Dr. Hasan Eisa Al-Mulla - Member of the GCC Arbitration Centre’s Board of Directors, has been appointed member of the ICC International Court of Arbitration as a candidate of the Saudi Arabia National Committee of the ICC for the three years term commencing the first of January 1997. Dr. Hasan Al - Mulla (Ph.D in Law) is the owner of a legal firm in Riyadh, Saudi Arabia practising national & international law. He is also a member of the Boards of Directors of a number of Saudi Arabian companies and a member of the Trade Committee of the Riyadh Chamber of Commerce and Industry. Previously Dr. Al-Mulla was a Vice-President of the Saudi Arabia National Committee of the ICC and he is still a member of it’s Executive Board.

On this occasion, we take the opportunity to congratulate him on this achievement and the trust vested in him by a very significant international assembly in the area of law and commercial arbitration.

The Eighth Meeting of BOD of the Centre - Bahrain, 3 October 1996

Strict Stipulation to Secure Quality and Qualifications.

As part of the continuing activities hosted by the Centre, the BOD convened its eighth meeting in the country headquarters on the 3rd of October 1996, in the presence of members of the BOD representing the Chambers of Commerce and Industry of the G.C.C. States, and was chaired by His Excellency Mr. Ali Bin Khamei Alawi. During its meeting, the BOD discussed certain organizational and administrative issues, in particular, the issue of strict stipulations securing quality and qualifications of registered experts so as to guarantee high expertise and quality within Gulf, Arab and International arenas to which the Centre might resort by arbitration tribunals formed in accordance with the Centre’s rules, governing relevant technical and professional advice or opinion concerning disputes heard by such bodies.

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Short Course on
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from the image...
In our modern-day world, it is through arbitration rather than litigation in national courts that most international commercial disputes will be resolved. Efforts to perfect an effective system for arbitral dispute resolution have been extremely productive - starting with the guaranteed enforcement of arbitral agreements and awards under the 1958 New York Convention and supportive case law interpreting the Convention, followed by the publication of state-of-the-art institutional procedures to facilitate the conduct of arbitral proceedings, and more recently through the enactment of arbitration legislation in various countries to modernize their domestic international arbitration regimes. A corollary development has been the creation in a number of countries of national centers, such as the G.C.C. Commercial Arbitration Centre, to promote international arbitration and otherwise facilitate the resolution of disputes. Some such centers have already demonstrated their usefulness; others are still in their infancy. As they mature and gain the confidence of the international business community they will become part of the global network which provides disputing parties with reliable case administration services, shares information on international arbitrators and national arbitration laws, and encourages the responsible use of private dispute resolution techniques.

The need to share information on all aspects of arbitration becomes ever more important as with the growth of the global economy, many new participants enter the international arbitration arena. One organization uniquely suited to assist in encouraging such interaction is the International Federation of Commercial Arbitration Institutions.

The Federation was officially founded on June 18, 1985, in Ottawa, Canada, with the following stated objectives and goals:

- to establish and maintain permanent relations between commercial arbitration entities;
- to facilitate exchange and distribution of information on the services offered by the commercial arbitration entities;
- to facilitate the distribution of information on available arbitrators and conciliators;
- to promote and facilitate the publication of research on conciliation and arbitration;
- to facilitate information on laws, rules, nonconfidential arbitral awards, and decisions of courts in the field of commercial conciliation and arbitration.

In the intervening eleven years the membership of the Federation has grown to 86 organizations around the globe, informal meetings exploring institutional practices and current arbitration issues have since been held, an annual newsletter reporting on arbitration developments around the globe created, and an international directory of arbitral institutions published. The outgrowth of this fruitful activity has been a heightened awareness on the part of the Federation's members that cooperation, rather than more competition for arbitration and conciliation business, will best serve the long-term interests of effective international dispute resolution.

Semiannual Conferences

While the Federation's early meetings were limited to gatherings of members, semiannual arbitration conferences on various aspects of administered institutional arbitration have since been held in Cairo, Milan and most recently Hong Kong. The Hong Kong Conference on the "Globalization and Harmonization of the Basic Notions in International Arbitration" brought together participants from 31 countries, the representatives of 25 arbitral institutions, and many of the world's outstanding arbitration experts. It yielded a rich exchange of views on important aspects of administered arbitration and the proceedings were published in a book now available for purchase from the Hong Kong Centre. Plans are currently underway for the next conference to be held in Geneva on October 24, 1997, hosted by the World Intellectual Property Organization.

Seoul Meeting

The latest Interim Meeting of the Federation, in which Mr. Youssif Z.A.M. Zainal participated on behalf of the G.C.C. Centre, was held on October 9, 1996 at the Korean Commercial Arbitration Board in Seoul, Korea. Attended by representatives of twenty-four arbitral institutions and number of distinguished guests, the meeting considered a number of governance issues and explored a proposal of the World Intellectual Property Organization (WIPO) for supplementary emergency interim relief procedures. The new mechanism, also now being considered by other arbitral institutions, is intended to fill the lacuna which now exists before the constitution of the arbitral tribunal, which may be the very time when the availability of interim relief may be important to a party.

While the actual management of the arbitration process will fall to different persons at different times, arbitral institutions traditionally have played a crucial role in advancing the cause of effective international commercial arbitration. Within the actual cases, both the institution and the arbitral tribunal strive to achieve just, speedy and cost-effective dispute resolution. An institution's mission in the management of the proceedings is to provide maximum administrative and organizational support so that the arbitrators can effectively and efficiently perform their own critical function.

One question which received considerable attention at the last Federation conference relates to ways in which national arbitration institutions can become more internationalized, thus assisting the process of globalization of international commercial arbitration. Three basic suggestions were offered. First, the need for foreign arbitrators to be represented on the lists of national institutions was emphasized. Second, it was suggested that there should be some foreign input into the rules of arbitration institutions, in order to ensure the acceptability of those rules on an international basis. Finally, the elimination of restrictions on the foreign representation of parties in arbitration in particular countries was deemed essential to achieve widespread acceptance of international commercial arbitration throughout the world.

Conclusion

It is gratifying that in the short span of its existence the Federation has assumed a significant role in promoting the responsible use of institutional arbitration and other ADR techniques in the resolutions of international commercial disputes. To a large extent, the success of these efforts depends on the active involvement of the Federation's members. At this time, we would be particularly interested in receiving ideas and suggestions on useful topics to be explored at the upcoming conference of the IFCAI to be held in Geneva.
For businessmen in general, and for risk-taking construction contractors, subcontractors and their suppliers in particular, there has always been an attraction to arbitration as a dispute resolution mechanism. Disputes are inevitable in construction projects and arbitration has long been recognized as providing speed and expertise in bringing them to a conclusion. The courts are not the place for the impatient wearers of hard hats. For international construction, arbitration has further advantages: the uncertainty of a foreign court is avoided and the payment of any award is facilitated when the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the "New York Convention") is applicable.

In the United States the resistance to arbitration by the courts of decades ago had long been overcome and thousands of cases have been resolved via arbitration under the administration of a private body, the American Arbitration Association, with the commercial users of arbitration generally having been satisfied with the process. The acceptability of arbitration for construction problems, in fact, continues to be evidenced by the routine incorporation of arbitration clauses in all of the standard conditions of contract in the construction industry - whether emanating from engineers, architects or contractors. Nevertheless, there were some complaints. For smaller cases there was a feeling that the process was gradually being made unnecessarily slow and complicated (and therefore expensive) by the lawyers; for the larger cases there was a feeling that the rules should provide procedures for discovery of evidence and also require that the arbitrators give reasons for their awards.

To examine the process and suggest improvements, the Association established a task force of construction arbitration experts which, after extended study, came up with new rules which were adopted in 1996.

What the AAA has done, among other things (without making the rules complicated, or unreadable for non-lawyers), is to develop particular rules depending upon the size of the case a "fast track" for cases up to $50,000, a "regular track" for cases involving $50,000 to $1,000,000 and a "large, complex track" for cases involving over $1,000,000.

Each category has certain targets for speedy case disposition, along with other features:

- Fast track: Cases will be decided within 60 days from arbitrator appointment; if there is to be a hearing, it will normally take only one day and the award must be rendered within seven days of the hearing; there is no document discovery and the arbitrator must promptly hold a preliminary telephone conference.

- Regular track: More discretion is given to the arbitrator or arbitrators (the number being within the AAA's discretion) with respect to control of the proceedings, production of documents and witness lists ("consistent with the expedited nature of arbitration") and there is a mandatory exchange of documents two days before hearing. If the parties request it, or if the tribunal believes it appropriate, a written explanation of the award will be provided.

- Large, complex track: Hearings, normally before three arbitrators, are to be held on consecutive days or blocks of consecutive days and there shall be both an administrative conference before arbitrator selection and a preliminary hearing with the arbitrators. Broad document discovery is provided but the extent of discovery is controlled by the arbitrators. The arbitrators will provide a written explanation of the award if requested by the parties or if the arbitrators believe it is appropriate to do so.

In short, the new AAA rules, as can be seen from this very brief summary and from an examination of the Rules themselves, seek to accomplish three things: 1) speed up the process, thereby making it more cost effective; 2) keep the process flexible by encouraging the arbitrators to organize early and thereafter to manage cases vigorously; 3) retain the simplicity of the rules so that parties can appear without attorneys if they so choose. It is clear indeed that the era of the "passive arbitrator", who may have allowed the attorneys to dominate the process and make it "like litigation", is over. For construction cases, which are usually fact-driven and often complicated, but where the facts are evidenced by much paper indeed, this is welcome; the Rules now clearly encourage and support activist arbitrators of experience who are willing to push cases along.

It should be noted that new rules will also be adopted by the AAA in the near future for commercial cases generally. Unlike past practice, however, they will not be similar to the construction rules; the proposed revisions are not nearly so dramatic and will not establish three tracks. It is expected that there will be some focus on items such as jurisdiction and emergency relief.

On the international front, the AAA, which, in 1991, like other international institutions, adopted international rules based on the UNCITRAL Model Arbitration Rules, has recently concluded that those rules did not need a substantial overhaul. However, a few changes are in the offfing relating to: the acceleration of the process, the clarification of the scope of the impartiality and independence of party-appointed arbitrators, and the appointment of arbitrators in the difficult multi-party context. This latter has particular relevance for international construction which more often than not involves multiple parties in the web of construction contracts. It is expected that after a period for review and comments, the new international rules will go into effect early in 1997.

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FIDIC CLAUSE 67 - A CLAUSE TOO FAR?

By: Howard Russell

Clause 67 of the FIDIC form of civil engineering contract has given rise to a great deal of commentary and has, itself, generated grounds of dispute far beyond the actual subject matter in issue. In The Fourth Edition an attempt has been made to deal with many of the more common problems encountered in earlier editions. However, in doing so, the clause has become even more complicated and what had been a two tier scheme has now become a three stage process, which extends over a minimum period of six months. I suggest that a simpler form of dispute resolution clause would better serve the needs of many civil engineering projects and reflect more accurately the interests of the parties concerned.

Clause 67 is geared to situations where the dispute is easily identified. It is not geared to common situations where for example the engineer is not sufficiently resourced to consistently provide instructions as and when required, or is persistently unwilling to settle the contractor’s interim claims monthly on matters which are clearly the engineer’s responsibility.

The Clause proceeds on the understanding that the engineer should be afforded the right to review his decision on a claim before the contractor has any right to take it to formal arbitration. This may appear perfectly fair, and it would be provided the review was undertaken promptly, impartially and with a genuine desire to narrow the differences between the parties.

Clause 67 states:

“If any dispute ..., arises ..., it shall, in the first place be referred in writing to the Engineer, such reference shall state that it is made pursuant to this Clause. No later than the 84th day after the day on which he received such reference the Engineer shall give notice of his decision .... such notice shall state that it is made pursuant to this Clause.

If either the Employer or the Contractor be dissatisfied with any decision .... or if the Engineer fails to give notice of his decision on or before the 84th day after the day on which he received the reference then either the Employer or the Contractor may on or before the seventieth day after the day on which the said period of 84 days expired give notice to the other party with a copy for information to the engineer of his intention to commence arbitration.”

This extract illustrates the lock step nature of the exercise, which has been retained from the earlier editions of the contract, albeit that the period for challenging a decision has been reduced from 90 to 70 days.

Add to that Clause 67.2 which is new, and provides for a further period of 56 days to elapse between the date of giving notice of intention to arbitrate and when arbitration itself may actually commence, and it can therefore readily be seen that a minimum of 30 weeks has to pass between the initial request for a decision, and filing a formal Request for Arbitration under the applicable system.

Clause 67.3 provides that unless an alternative system of arbitration is set out in the particular conditions, the dispute shall be referred to the ICC.

The Fourth Edition makes it a requirement that the request for an engineer’s decision “shall state that it is made pursuant to this clause”; this is designed to avoid the arguments which commonly arose under previous editions as to whether a “dispute” had arisen. In the English case of Monmouthshire CC v Costello & Kemble, it was held that for a dispute to be capable of being referred to an arbitrator, the terms of the particular clause giving rise to the claim must have been complied with and full particulars provided as to the nature of the claim. In the absence of such details, it was not possible to determine that a dispute existed and therefore no right to arbitrate arose.

Since the range of disputes potentially covered by the clause is so wide, it could, for example, include a claim that the contract should be rectified (altered to reflect its true intent) or that the engineer had exceeded his jurisdiction. In either case it is hard to justify the passage of six months before the issue is referred to arbitration, it is even harder to imagine that an arbitrator would be the most suitable person to resolve these potentially difficult issues of comparative law.

There are no time limits by which the initial request to the engineer for decisions have to be lodged to commence the clause 67 procedure; however, careful cross reference must be made to those clauses of the contract governing claims, eg Clause 53.1 which requires notice of claims to be made within 28 days “after the event giving rise to the claim has first arisen”. This aspect assumes even greater significance where claims are related to a continuing cause of complaint, eg late instructions or delayed/protracted methods of testing. Add to this the inter-related nature of activities on site and it is easy to see how claims can be lost, or at least how fertile the ground is for asserting that either the right to arbitrate has not arisen or possibly has expired.

There are many other problems inherent in the Clause 67 machinery, for example what is the position if the engineer dies or is sacked by the employer? There being no power in the Fourth Edition to reappoint, to whom is the request for a decision made?

This article is only a very brief overview of the potential pitfalls of Clause 67, but I hope that I have demonstrated that if is wrong to assume that, in its standard form, the clause is appropriate for all purposes. They key is, I believe, to streamline the dispute resolution procedure to a point where it is readily comprehensible and referable to the real situation on site - and yet still take into account the provisions of the claims clauses.

Howard Russell is a partner and Head of Construction at Baileys Shaw & Gillett, a law firm with offices in London and Abu Dhabi. He is on the GCC panel of Construction Arbitrators.
The International Council for Commercial Arbitration (ICCA) is the leading worldwide organization devoted to promoting international arbitration and other forms of dispute resolution by increasing knowledge through its meetings, publications, and participation in international organizations.

ICCA has official status as a Non-Governmental Organization (NGO) accredited by the United Nations, and in that capacity has actively participated in the preparation of the UNCITRAL Arbitration Rules, the Conciliation Rules, and the Model Arbitration Law and other UNCITRAL projects.

ICCA is governed by Council members who are recognized specialists in the field of dispute resolution and who serve in their individual capacities. There are presently 37 Members and 12 Advisory Members, coming from 30 countries. The present chairman and secretary general are Mr. Fali Nariman (India) and Mr. Ulf Franke (Sweden), respectively.

In order to carry out its purpose, ICCA regularly convenes Congresses and Conferences for presentation of papers and discussions of topics concerning both the scientific and practical aspects of international dispute resolution. The 1996 ICCA Conference, the 13th in row, was held in October in Seoul, Korea, in co-operation with the Korean Commercial Arbitration Board.

The Theme of Conference: "Towards an International Arbitration Culture" was of both conceptional importance and practical relevance.

The Conference was divided into four seminars each of which was devoted to one particular aspect of the theme.

Is there a growing international arbitration culture? was the question addressed in the first session and included an exploration of the extent to which international norms and practice are being developed and how new laws and rules help to create an international culture.

The second session concentrated on the following question: "Is there an expanding culture that favors combining arbitration with conciliation or other dispute resolution procedures?".

Cultural approaches that favor settlement rather than confrontation were discussed. Questions that were considered included whether such cultures are regional or are becoming worldwide, the cultural differences between various conciliation rules and dispute resolution procedures, the pros and cons of same person acting as a conciliator and also as an arbitrator, and whether that may create enforcement problems.

In the third session the rapporteurs tried to answer the question "To what extent arbitrators in international cases disregard the "bag and baggage" of national systems", i.e. do arbitrators apply international norms rather than national rules when deciding procedural and substantive issues. Reasons for such approach are that parties in international arbitrations generally choose arbitrators, not because they want them to apply the criteria of their own national systems, but so that they may make a decision which falls within the parties' expectations and within an international context.

The fourth and last session tackled the arbitrator-judge relationship which, far from having an adversarial nature, is characterized by the fact that the two are true partners in the practice of well organized arbitrations. The session was called When and where do national courts reflect on international culture when deciding issues relating to international arbitration? and included a case-by-case examination of whether national courts apply different standards when assisting arbitral proceedings and enforcing awards in international cases as contrasted with domestic disputes.

More than three hundred participants from 52 countries took part in the event. Among rapporteurs and commentators appeared the most outstanding experts in international arbitration.

No final answers were given on the several questions posed - because there are no final answers. What was achieved was the very object of the conference, viz to mutually educating men and women from various parts of the international arbitration world by making them better aware, and better informed, about various approaches to alternative dispute resolution, and thereby improving procures and practices.

The papers and contribution will be held in Paris in the first week of May 1998. The theme will be the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Award which then celebrates its 40th Anniversary.

Ulf Franke
Secretary General
International Council for Commercial Arbitration (ICCA)
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Arbitration International
The Journal of the London Court of International Arbitration

Arbitrability of Intellectual Property Disputes
MARK BLESSING

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Arbitrability of Intellectual Property Disputes

By Marc Blessing

A significant percentage of international disputes has a component of intellectual property which is likely to trigger very delicate issues as to jurisdiction and arbitrability. A comparative analysis shows that the notions and perceptions around the globe vary a great deal, from very liberal national laws (such as those of Switzerland and the United States) to other which tend to reserve jurisdiction for their own national courts and administrative authorities.

How does an international arbitral tribunal deal with these issues? In particular: Is it bound to recognize limitations imposed by national legislation of a different country? Should it, in the opposite, affirm its jurisdiction notwithstanding those limitations? What are the views taken on these issues in recent cases?

Mr. Blessing’s report aims to be a modest contribution to this discussion.

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Election of Dr. Mohammed Jaber Nader as Vice-President of Saudi Arabia National Committee of the ICC

Dr. Mohammed Jaber Nader, a member of the Panel of Arbitrators and Experts of the GCC Centre, has been elected as Vice-President of the Saudi Arabia National Committee of the ICC for three years term commencing the first of January 1997, substituting Dr. Hasan Al Mulla the Member of our Board of Directors.

Dr. Nader is the owner of Nader Law & Translation Offices located within Saudi Arabia and abroad.

On this occasion, we take the opportunity to congratulate him on this achievement, wishing him every success in this new assignment.
The United Nations Commission on International Trade Law (UNCITRAL) finalized the Notes at its twenty-ninth session (New York, 28 May-14 June 1996). In addition to the 36 member States of the Commission, representatives of many other States and of a number of international organizations participated in the deliberations. In preparing the draft materials, the Secretariat consulted with experts from various legal systems, with national arbitration bodies and with international professional associations.

The Commission, after an initial discussion on the project in 1993, considered in 1994 a draft entitled "Draft Guidelines for Preparatory Conferences in Arbitral Proceedings". That draft was also discussed at several meetings of arbitration practitioners, including the XIIIth International Arbitration Congress, held by the International Council for Commercial Arbitration (ICCA) at Vienna from 3 to 6 November 1994. On the basis of those discussions in the Commission and elsewhere, the Secretariat prepared draft Notes on Organizing Arbitral Proceedings. The Commission considered the draft Notes in 1995 and a revised draft in 1996, when the Notes were finalized.

**UNCITRAL NOTES ON ORGANIZING ARBITRAL PROCEEDINGS**

List of matters for possible consideration in organizing arbitral proceedings.

This list is part of the UNCITRAL Notes on Organizing Arbitral Proceedings, which the United Nations Commission on International Trade Law (UNCITRAL) adopted in 1996. The Notes, published as United Nations document V.96-84935, contain introductory explanations and annotations to the items that appear in this list. The list is reproduced separately to facilitate its use by those practitioners who wish to use the list without having at hand the full text of the Notes.

1. **Set of arbitration rules**
   If the parties have not agreed on a set of arbitration rules, would they to do so.

2. **Language of proceedings**
   (a) Possible need for translation of documents, in full or in part.
   (b) Possible need for interpretation of oral presentations.
   (c) Cost of translation and interpretation.

3. **Place of arbitration**
   (a) Determination of the place of arbitration, if not already agreed upon by the parties.
   (b) Possibility of meetings outside the place of arbitration.

4. **Administrative services that may be needed for the arbitral tribunal to carry out its functions**
   (a) Amount to be deposited
   (b) Management of deposits
   (c) Supplementary deposits

5. **Deposits in respect of costs**
   (a) Amount to be deposited
   (b) Management of deposits
   (c) Supplementary deposits

6. **Confidentiality of information relating to the arbitration; possible agreement thereon**

7. **Routing of written communications among the parties and the arbitrators**
   (a) Telefax
   (b) Other electronic means (e.g. electronic mail and magnetic or optical disc)

8. **Arrangements for the exchange of written submissions**
   (a) Scheduling of written submissions
   (b) Consecutive or simultaneous submissions

9. **Practical details concerning written submissions and evidence (e.g. method of submission, copies, numbering, references)**

10. **Defining points at issue; order of deciding issues; defining relief or remedy sought**
    (a) Should a list of points at issue be prepared
    (b) In which order should the points at issue be decided
    (c) Is there a need to define more precisely the relief or remedy sought

11. **Possible settlement negotiations and their effect on scheduling proceedings**

12. **Documentary evidence**
    (a) Time-limits for submission of documentary evidence intended to be submitted by the parties; consequences of late submission
    (b) Whether the arbitral tribunal intends to require a party to produce documentary evidence
    (c) Should assertions about the origin and receipt of documents and about the correctness of photocopies be assumed as accurate
    (d) Are the parties willing to submit jointly a single set of documentary evidence
    (e) Should voluminous and complicated docu-
mentary evidence be presented through summaries, tabulations, charts, extracts or samples.

14. Physical evidence other than documents
   (a) What arrangements should be made if physical evidence will be submitted
   (b) What arrangements should be made if an on-site inspection is necessary

15. Witnesses
   (a) Advance notice about a witness whom a party intends to present; written witnesses’ statements
   (b) Manner of taking oral evidence of witnesses
      (i) Order in which questions will be asked and the manner in which the hearing of witnesses will be conducted.
      (ii) Whether oral testimony will be given under oath or affirmation and, if so, in what form an oath or affirmation should be made.
      (iii) May witnesses be in the hearing room when they are not testifying
   (c) The order in which the witnesses will be called
   (d) Interviewing witnesses prior to their appearance at a hearing
   (e) Hearing representatives of a party

16. Experts and expert witnesses
   (a) Experts appointed by the arbitral tribunal
      (i) The Expert’s terms of reference
      (ii) The opportunity of the parties to comment on the expert’s report, including by presenting expert testimony.

17. Hearings
   (a) Decision whether to hold hearings
   (b) Whether one period of hearings should be held or separate periods of hearings
   (c) Setting dates for hearings
   (d) Whether there should be a limit on the aggregate amount of time each party will have for oral arguments and questioning witnesses
   (e) The order in which the parties will present their arguments and evidence
   (f) Length of hearings
   (g) Arrangements for a record of the hearings
   (h) Whether and when the parties are permitted to submit notes summarizing their oral arguments

18. Multi-party arbitration

19. Possible requirements concerning filing or delivering the award
   Who should take steps to fulfil any requirement.

Note

The views expressed and information provided in this Bulletin are not necessary those of the GCC Commercial Arbitration Centre or its Board of Directors. The GCCCAC has no liability whatsoever which may be placed upon it.