MESSAGE FROM THE SECRETARY GENERAL

By the end of this year and the beginning of the forthcoming year, the centre will have started a new phase for all members chambers have agreed to contribute to financing of the centre’s budget for the year 1998 equally between them after having been financed solely by the Bahrain Chamber of Commerce & Industry during the past three years (i.e. 1995, 1996 and 1997). The Centre has managed, during the past three years, to lay down constant and firm administrative and organisational fundamentals for its future activities and in the meantime it successfully participated in cultural activities with a view to develop arbitral and legal awareness in the region. Furthermore, the Centre waged a mass media campaign to introduce itself and its role as a regional mechanism for commercial dispute resolution.

Mr. Youssif Zainal
Secretary General

RENEWAL OF MEMBERSHIP OF THE BOARD OF DIRECTORS AND THAT OF THE SECRETARY GENERAL

The membership of the BOD and that of the Secretary General has been renewed by their respective Chamber of Commerce according to Article 6 of the Charter which states that ‘The Membership of the BOD shall be for a three year term office which is renewable once only.’ The first term of membership being completed by 31st of December 1997 has been renewed up to the 31st December 2000. As part of its duty the BOD also renewed the membership of the Secretary General for a period of three years.

We take this opportunity to congratulate all members and the Secretary General for their confidence and wish them a fresh term of more active participation and promotion of the Centre’s primary objectives.

THE ELEVENTH MEETING OF THE BOARD OF THE CENTRE


The BOD of the GCC Commercial Arbitration Centre conducted its eleventh meeting. The meeting was presided by the Chairman of the present session of the Board of Directors, Mr. Khalil Ebrahim Rhadwani, representative of Qatar Chamber of Commerce & Industry with participation of all representatives of the Chamber of Commerce & Industry of the six members states of the GCC.

The meeting approved the final plan with respect to the Centre’s budget for the next year which amounts to BD80,000/- as approved at the meeting of the council of the Union of GCC Chamber of Commerce and Industry held in Muscat last April. The Board expressed its gratitude to the chamber of commerce and industry of the GCC states for their support extended to the Centre, particularly the Bahrain Chamber of Commerce & Industry for its financial support for three years. The Board also expressed its gratitude to the State of Bahraini for providing all necessary facilities to establish the Centre and to activate its role as a regional mechanism for commercial dispute resolution in the GCC states.
CENTRE'S ACTIVITIES

Expert Witness in Arbitration Workshop – Bahrain 8 -9 November 1997

Drafting of International Contract Course - Bahrain
30th November - 4th December 1997
THE 1997 CONFERENCE OF THE INTERNATIONAL FEDERATION OF COMMERCIAL ARBITRATION INSTITUTIONS

The World Intellectual Property Organization (WIPO), jointly with the Swiss Arbitration Association (ASA), hosted the biennial conference of the International Federation of Commercial Arbitration Institutions (IFCAI), on October 24, 1997 in Geneva, Switzerland. More than 150 people, including Mr. Yousif Z.A.M. Zainal representing the G.C.C. Commercial Arbitration Centre, were welcomed by Michael F. Hoelherring, President of IFCAI. The official language for the conference was English and copies of each speech were available for the participants, who also received the latest IFCAI Newsletter.

The theme of this year’s one-day conference was “The Institutional Response to Changing Needs of Users”. This scheme was divided into four topics, “The Revision of Arbitration Rules”, “The Perspective of Users”, “The Relationship between the Courts and the Arbitral Process”. Each topic was presented by a panel of speakers and chaired by a representative from an arbitration center.

“The Revision of Arbitration Rules” was the predominant topic, which considered the reasons for and approaches taken in the recent revisions by the American Arbitration Association (AAA), the China International Economic and Trade Arbitration Commission (CIETAC), the German Institution of Arbitration (DIS), the International Court of Arbitration of the International Chamber of the International Chamber of Commerce (ICC), the London Court of International Arbitration (LCIA) and the World Intellectual Property Organization (WIPO). The session was chaired by Mr. M.I.M. Aboul-Enein, Director of the Cairo Regional Centre for International Commercial Arbitration. The speakers, in order, were Messrs. Horacio Grigera Naon, Secretary General ICC; William K. Slate II, President of AAA; Tang houozhi, Vice-Chairman of CIETAC; V.V. Veeda, member of LCIA, Karl-Heinz Bockstiegel, Chairman of DIS and Francis Gurry, Director of WIPO Arbitration and Mediation Centre. The titles of their speeches were: “The 1998 Arbitration Rules of the ICC”, “Recent American Arbitration Association International Activities”, “The Recent Revision of CIETAC Arbitration Rules”, “The Revision of Arbitration Rules The Draft New 1998 LCIA Rules”, “The Revision of Arbitration Rules of the German Institution of Arbitration”, “The Problem of Speed”, respectively.

The second topic of the day was “The Perspective of Users”, which was chaired by Mr. Ulf L. Franke, Secretary General of The Arbitration Institute of the Stockholm Chamber of Commerce. The speakers were Messrs. James Carter of Sullivan & Cromwell, New York and Rene van Rooij, General Counsel for Oil Products, Shell International Limited, London. From a user’s perspective they critically considered objectives for centres’ process-appointment procedures, centres’ management of cases, proceedings’ length and costs and how their interests can best be represented in centres. The titles of their speeches were “The User’s Perspective on the Arbitral Process: What are the Current Needs?” and “International Dispute Resolution: A User’s View”, respectively.

Robert Badinter, President of the Arbitration Commission of the International Conference on Ex-Yugoslavia, President of the Court of Conciliation and Arbitration of the Organization on Security and Cooperation in Europe, Former Minister for Justice and President of the Constitutional Council, France, was the key-note speaker at lunch.

After lunch, the conference considered the “Relationship between the Courts and the Arbitral Process” wherein the question, “How a-national can an international arbitration be?” was answered by drawing limits of judicial intervention and assistance in arbitration proceedings. The session was chaired by Mr. B. W. Vigrass, Consultant Director of LCIA and the two speakers were the Honourable Justice J.S. Verma, Chief Justice of India and the Honourable Austin N.E. Amisah, President of the Court of Appeal, Botswana and a former member of the Court of Appeal, Ghana. The titles of their speeches were “The Relationship between the Courts and the Arbitral Process” and “Judicial Aspects of the Arbitral Process”, respectively.

The fourth topic, “The Growth and use of Mediation Throughout the World” ended the day. It was chaired by Mr. Marc Blessing of Bar & Karrer who is Honorary President of ASA, Zurich. The three speakers, Messrs. Richard W. Page of Page, Polin, Busch & Boatwright, APC, San Diego, USA; Yasuhei Taniguchi, Professor at Kyoto University, Japan and P.G. Lim, Director of Kuala Lumpur Regional Center for International Commercial Arbitration, discussed traditional and contemporary approaches to mediation, the role played by institutions in mediation and circumstances in which mediation is most appropriate. The titles of their speeches were “Mediation: The Parallel Process”, “Mediation in Japan and Mediation’s International Viability” and “The Growth and use of Mediation Throughout the World”, respectively.

It was reassuring from this conference that arbitration institutions managing international cases have clearly foreseen their future role and usage in the twenty-first century pragmatically by identifying now the multifarious needs of their users and then identifying streamlined ways to satisfy those needs most efficiently, effectively and inexpensively.
THE ROLE OF THE EXPERT WITNESS IN ARBITRATION
A WORKSHOP HELD BY THE GCC COMMERCIAL ARBITRATION CENTRE
IN COLLABORATION WITH THOMAS TELFORD TRAINING
BAHRAIN; 8th & 9th NOVEMBER 1997

By LIZ HALL

The Role of the Expert Witness in Arbitration was the first workshop ever held by the Centre and from the appraisals of those attending it was a success with more desired. The workshop was held at the Hilton Hotel and conducted by a panel of three; international arbitrators Guy Cottam, and Geoffrey Hawker from England and a partner, Ms. Jalelia Sayed Ahmed, from the Hassan Radhi and Associates law firm in Bahrain. Twenty-seven people registered of which twenty-four attended; 11 were from Bahrain, 9 from Kuwait and 4 from Saudi Arabia. Only 5 participants practised law either in-house or in private practice either in Kuwait or Bahrain and the rest either were or were likely to become expert witnesses or use expert witnesses. The course had a practical presentation, like a manual, and the material was geared for general application by the participants, including Ms. Ahmed’s eloquent, thoughtful explanation of the law and its limitations. Questions were asked and observations and experiences shared by the audience during the lectures grounding the course’s pragmatism. Homework set at the end of the first day and due the next morning was a case study requiring each of us to prepare an expert’s report following the model form recommended by The Academy of Experts, while is an internationally renowned accrediting and professional body founded 10 years ago in Britain.

We lawyers warmly welcome those, especially engineers and construction builders, who find the obvious, such as the difference between a “fact” and a “conclusion”, usually so concrete suddenly losing substance, no longer self-evident even after a strenuous debate. In all fairness to the lecturers, I did leave out the sandwich filler, the two nebulous concepts of “assumed fact” and “opinion”. If you still scoff, adamantly proclaiming the solid, well-defined walls of conceptual distinction are intact for those with eyes to see them and hands to feel them, then I challenge you to trade the tapes and materials from the Centre and do the report on your own one evening before watching the second day.

As the world becomes more and more specialized the role of expert witnesses has dramatically increased in different ways and it different stages in the resolution procedure to help efficiently and quickly resolve disputes. In whatever way or whatever stage experts are called, even if hired by the party, experts must remain neutral for their primary duty is to assist the tribunal in technical matters. You might think that this neutrality should be especially self-evident in the arbitrator appointed by a party because of his expertise; but not necessarily so. If neutrality is the name of the game then we all have to learn the rules of the game to recognize the presence or absence of neutrality.

Therefore it is important to be able to read an expert’s report. You know that adage about computers? Well, it can apply to experts (no insult intended). Unless your expert is clearly and properly instructed what comes out may nor be too useful unless your expert can second-guess you tell what you should have asked an then answer that. This situation is fraught with danger for every one concerned and is best avoided.

So what topics did we cover? The two days were divided into seven section. The first day concentrated on PREPARATION - THE EXPERT REPORT and covered: (1) the role and duties of the expert, (2) the brief and instructions, (3) terms of engagement, (4) code of practice for experts, (5) fact finding and early evaluation, (6) the expert report and (7) the meeting experts. HOMEWORK ASSIGNED AND EXPLAINED. The second day concentrated, after collection of minds locked intensely defending wall of defined construction, on PRESENTATION - THE EXPERT GIVING ADVICE and covered: (1) the case - what is the problem, (2) preparation of a report for the hearing, (3) rules of evidence and the expert in civil and common law procedures, (4) evidence-in-chief - what required: what to avoid, (5) cross examination - what to expect: how to respond: the dangers, (6) presentation of expert evidence and (7) general discussion.

Along with a thick bound volume of course materials, we received from The Academy of Experts its Model Terms of Engagement for the Employment of Experts on behalf of a Party Involved in a Dispute before any Court of Law or at Arbitration or any other Tribunal, as well as information on the Academy itself. Participants I spoke to at the workshop who are experienced expert witnesses found these two models useful, especially the one on the report. Apparently, regional expert reports are as individualistic as the individuals engaged as experts and therefore it is perhaps of some comfort and benefit to have a model of such high caliber, thoroughness and fundamental organization before heading off into the twenty-first century and international arbitration. The mode is adaptable and more than superficially impressive because it is a logical progression of information.

As mentioned earlier for those who were unable to attend but use, are or will become expert witnesses, the course materials and video, in English only, can be obtained from the Centre. Those of you who attended but have not sent in your appraisal forms, please do so. We value your opinion and our courses can only improve with your help.
THE DRB/DAB, A TRUE COMPLEMENT TO ARBITRATION

Pierre M. Genton

1. The Inclusion of a DRB/DAB in Standard Contracts

Confirmed with the costs and difficulties encountered in legal procedures, public institutions and private companies, especially in the United States, have started in the seventies already to favor the soft resolution methods. For the large international construction contracts, this type of prevention/resolution started to become popular only in the nineties, after a first positive experience in 1980 with the hydro-electric scheme of El Cajon (Honduras). Nowadays it is used more and more, under different names, prompted by the World Bank, the FIDIC, the ICE (NEC and ECC Contracts), but also by the parties associated in the implementation of big projects.

It is difficult to make a distinction between the terms of DRB (Dispute Review Board), DAB (Dispute Adjudication Board) or Expert Committee. The difference in the names can be explained by their origin:

- The term DRB originated in the USA and is often defined as one of the ADR (Alternative Dispute Resolution) methods. The American Society of Civil Engineers (ASCE) seems to have instigated the first guide-lines in 1989.

- The term «adjudication» has been used in the standard Contract NEC 1991 (New Engineering Contract) which has been worked out by the ICE. It was only at the end of 1996 that the FIDIC published a Supplement to the Red Book with the title «Dispute Adjudication Board (DAB)». This Supplement is in fact more of a «smooth revolution» of the FIDIC Contract, as a consequence of the numerous criticisms of the role of the Engineer- Arbitrator (art. 67). By the Supplement, the FIDIC contract can be considerably modified: The original concept of the Engineer (who in the case of litigation takes up the role of a quasi-arbitrator) disappears. The role of the Engineer is now to protect the interest of the Employer. An Expert Committee consisting in general of 3 construction experts (engineers, lawyers and / or economists) is appointed, preferably at the contract signature. The names of the experts are mentioned in the contract.

- The term of «Expert» or «Expert Committee» having to render a recommendation or decision on a dispute shows up in numerous contracts, though not very systematized. The FIDIC instance has introduced it in its General Conditions of the contract «Design-Build Turnkey» (Orange book).

2. A Few Examples of Recent DRB Applications

Today most of the big projects have opted, at the contract signature or during execution, for contractual clauses favouring an amicable resolution of disputes.

To cite a few type of DRBs or expert committees already existing or on the way to be designated on big international projects financed either by the World Bank, other institutions or by private means (BOT projects), the following European and African projects could be named:

- Channel Tunnel (France/United Kingdom): Mixed contract with target costs, lumpsum price and cost + fee, with a panel of three experts and two substitutes. The dispute clause refers to ICC arbitration and French/English substantive laws.

- Vasco da Gama Bridge over the Tagus River: Concession contract between the Portuguese Government and the Concessionaire. Two Committees of 3 experts each (one technical and one financial committee) have been designated. For the contract between the Concessionaire and the Builder, one «Adjudicator» only has been chosen. The dispute clause refers to ICC arbitration and the Portuguese material law.

- Mass transit System in Athens: Turnkey contract with the opportunity to appoint an Expert Committee for any dispute arising during the contract execution. The dispute clause refers to Greek Civil Courts.

- Lesotho Highland Development Project (Lesotho-South Africa): Bill of quantities contract with 2 DRBs, one for the dam and the other for the 80 km transfer gallery to South Africa. The dispute clause refers to ICC arbitration and the Lesotho substantive law.

Other important projects under execution also have or will have recourse to DRBs, such as:

- In China, the Extran Hydro Development (hydro-electrical scheme of 3,300 MW), the Xiaolangdi Multipurpose Project and the Longtan Hydro Development.

- In Hong Kong and in Bangladesh (bridges and river bank protection), in India (Nathpa Jhakri Dam) and in Scandinavia (Öresund Bridge, Minimetro in Copenhagen).

3. The DRB Procedure, Practical Feedback of Major Issues

The following observations try to resume the quintessence of some practical experiences in the use of DRBs/technical committees.

3.1 The Flexible and / or Formal Approach of the DRB

At a certain stage during the execution of an important project, the Parties as well as the Engineer (in the FIDIC sense of the term) felt the need to ask for an informal «opinion» of the DRB on questions concerning the principles in the application of contractual terms. The contact between the parties and the DRB stipulated a quite formal and rigid intervention (with fixed delays). Finally the parties renounced to ask for the opinion on principles, probably because they were afraid to have to modify the...
existing contract. It is regrettable to have lacked flexibility, because a preliminary opinion of the DRB would have allowed to direct the dialogue from the beginning and to spare quite a number of efforts. For this reason, it can be useful, during the preparation of the contract or of any subsequent agreement, to include a clause for the amicable resolution of disputes at two levels:

- **The «flexible» approach**: The DRB/DAB functions as a consulting organism. By way of a simple short and informal request, one or several parties can ask for a preliminary written opinion. This opinion is provisional in the sense that it is neither binding for the Parties, nor for the DRB and that it essentially refers to questions of principle.

- **The more «formal» approach**: After each Party has been given the opportunity to freely express themselves, the DRB/DAB renders either a decision or a recommendation. Most of the DRBs and Expert committees presently in activity follow this precept of «pre-arbitration panel» which, in certain cases, might have the disadvantage to be too formal, too rigid and too long. There is also the question, if the recommendation or decision should be binding or not. As an example could be mentioned the panel for the Channel Tunnel, which assisted the Parties in the resolution of 13 out of the submitted 16 disputes. The other three ended up before the arbitration tribunal.

### 3.2 The opinion of the DRB: Binding Decision or Simple Recommendation?

Even though it is pertinent that a DRB decision or recommendation is based on an argued and detailed motivation, experience shows that in most cases one of the Parties accepts them only at the very end, with hesitation, reluctance and even «slowness». This is one more reason to favour the principle of a «flexible» approach of the DRB, allowing the unsuccessful party not to lose face, but rather to re-orientate its position. Three types of constraints showed up in the different DRBs where the author has participated:

- **The preparation of a decision/recommendation within a pre-defined period binding for the members of the DRB**

It happens that the Parties, in case of referral, wish to limit the duration of the DRB assignment. In most cases, this period is fixed independently of the context, the nature of the dispute, the importance of the required research and calculation work, and of the time needed by the DRB for motivation and editing its opinion. According to contracts such as that of the World Bank/FIDIC (before 1996), delay of 56 days has been granted to the DRB, after the request has been files, to submit its written recommendation. The contract for the Tagus Bridge stipulates that, without other specifications, the motivated opinion of the expert committee should be rendered within a delay of maximum 10 working days after the date of reception by the DRB of the response submitted by the defendant.

To prescribe a fixed period certainly results from a good intention, but it is not very realistic. Any member of a DRB will refuse to give an opinion hastily, namely if he has not had sufficient time to make up his mind.

- **The acceptance of a DRB recommendation within a fixed period**

The contract may specify that, in case of disagreement with the DRB recommendation, the dissenting Party must express its non-acceptance within a fixed period. The end of the period can automatically define the starting date for the legal proceedings. Such a clause may have the advantage to clarify the intention of the respective parties, to show the importance of the DRB activity (role of a quasi-scamcrow) and to speed up the whole process. However, it has two big disadvantages: First are to be considered, on arbitration level, the practical consequences of an isolated claim which might be followed by others at a later stage; secondly, the clause does not provide enough time for reflection and for possible new negotiations between the Parties.

This way to proceed has been stipulated in several contracts, for instance for the Tagus Bridge project between the Portuguese Government and the Concessionaire: a period of 20 working days is granted to the parties to submit their dispute to arbitration. In its Supplement to the «Red Book», art. 67.2, the FIDIC specifies that the parties themselves have 28 days to express their disagreement with the «decision» of the DAB. After this period, the decision of the DAB «becomes final and binding upon the Employer and the Contractor».

- **the immediate enforcement of the DAB decision (no possibility to file an appeal to delay its execution)**

While the DRB members are kept indemnified against any liability arising from their activities, the decision of the DRB may be subject to a court appeal. Such a way to proceed is useful as long as it does not delay the implementation of the civil engineering or industrial projects. The «snowball» effect and the related financial consequences of legal proceedings can thus be avoided. In general, an unanimous decision is required.

The contracts between the Concessionaire and the Contractors of the Channel Tunnel as well as the Tagus Bridge, with a majority decision, stipulate the use of this procedure.

Taking into account the different arguments mentioned above, it would be most desirable to adapt the delays and other constrains according to the following pattern:

- **The preparation of a decision/recommendation of the DRB should be carried out within a maximum period of 60 days after the hearing of the Parties. If possible and with the consent of all parties, this duration could be either reduced or extended at the demand of the DRB or the Parties, if required for the examination of the case.**

- **The non-acceptance of a decision/recommendation of the DRB should not automatically imply the beginning of a legal procedure. However, in order to make the management of the project more efficient, a fixed period of maximum 28 days, like proposed by the FIDIC, should be granted to the Parties to clearly express their possible non-acceptance of the decision/recommendation of the DRB.**

- **The implementation of a decision/recommendation of the DRB must not be delayed by the non-acceptance of one of the parties. The binding, formal approach should be chosen for the second phase of the proceedings. This should also apply to disputes concerning terms of payment, since the lack of cash flow may lead to delays and other unforeseeable financial consequences. By making the decision of the DRB a binding decision (and not a simple recommendation) particular attention must be paid to the composition of the DRB which should in principle consist of 3 persons. The solution of one person, as for the Tagus Bridge project, does not seem adequate.**

9. Ibid, ch. 1.2.6
10. Ibid, ch. 1.2.7
11. FIDIC Conditions of Contract, Supplement to 4th Edition 1987, art. 67.2
The Board viewed a number of reports and discussed a number of administrative, financial and organisational issues.

During the meeting, the BOD further emphasized the importance of the Centre’s role in providing both the Private and Public sectors with dispute resolution mechanisms, including dispute resolution pertaining to enforcement of the unified Economic Agreement and Executive Regulations thereof. The Board expressed its contentment for the support extended to the Centre by the General Secretariat of the GCC states and the General Secretariat of the Union of Chamber of the GCC after having viewed the relevant reports.

The Board also complemented the role of the General Secretary of the GCC, Sheikh Jameel Hujiullan for his recent initiative towards regional support of the Centre: that of circulating to all concerned authorities in the GCC, corresponding and recommendation letters addressed to the relevant authorities in the members states to extend their continuing support, meanwhile, urging them not to set up alternative arbitral institutions. As a consequence, the Centre received replies emphasizing the importance of the Centre and assuring that there is no inclination to create alternative arbitral institutions or Centres competing with the existing Centre. The BOD also appreciated the role of the General Secretariat of the Union of the GCC Chambers and its Secretary General Mr. Mohammed Abdulla Al-Mulla for urging the members chambers to extend further support to the Centre to enable it to perform the tasks assigned to it in the region and to familiarize all relevant sectors with the importance of arbitration and the Centre’s role as a regional mechanism for commercial dispute resolution. The Board approved new applications for registration in the panel of accredited experts so that the number of members has increased from 157 to 167 from all GCC states, of both Arab and foreign nationalities. During the meeting the appointed of the Secretary General and the Board’s members was renewed for three years commencing the first of January 1998. The Board resolved to submit the Centre’s future work plan to the 12th meeting which is to be held in the State of Kuwait on 28th December 1997.

The BOD expressed its full contentment with the achievements attained so far; with the Secretariat’s initiative to introduce the Centre and with the Centre’s role to diffuse arbitral and legal awareness.

**MESSAGE FROM THE SECRETARY GENERAL**

Additionally, the Centre has considerably succeeded in persuading contracting parties in all GCC states to insert its recommended Standard Arbitration Clause in their commercial contracts. Such contracts have been widely increased in different sectors such as banking, insurance, maritime, engineering and other various trade sectors. Acceptance of the recommended Standard Arbitration Clause is perceivable a considerable gain and so first step towards reference of disputes to the Centre. Although it is not feasible that cases could be referred to the Centre within a relatively short period, certain parties have actually sought the assistance of the Centre in certain domestic and international ad-hoc arbitrations.

During such period, the Centre was able to provide arbitration services such as appointed of arbitrators and provision of the lists of accredited arbitrators except that so far only one arbitration case has been registered in accordance with the Centre’s rules. Nevertheless, such beginnings are encouraging and could form an impetus to help faster further confidence by users of the Centre’s services.

Before concluding this short message, I would like to express my gratitude to the Bahrain Chamber of Commerce & Industry for its financial support to the officers in charge and to the staff of the Chamber for their assistance extended to the Centre. I also address my compliments to the members Chambers for their unlimited support and their financial contribution to the Centre’s budget for the forthcoming year. Many thanks to both the General Secretariats of the GCC and the GCC Chamber Council for their support during the first 3 years of the Centre’s life.

4. Conclusions

The system of the DRB/DAB is highly recommended, as long as the context for its involvement remains continuous and flexible.

Experience shows that the successful results owing to the involvement of a DRB are significant, not to say impressive. In the United States for instance, more half of the tunnel projects (108 altogether) provided on 1991 the involvement of a DRB (States of Washington, California and Texas). No dispute seems to have ended up before the tribunal. If one takes into account the context of competition in which these contracts have been awarded and the unavoidable uncertainties accompanying the construction of a tunnel, the choice of a DRB procedure becomes even more convincing.

12. *Etudes sur les modes de reglement alternatif* (Jean-Claude Goldsmith - 1983, ch. 2.2.2.4/3.2.2.6)

13. *Avoiding or Resolving Disputes during Construction* (ASCE - 1991, ch.3.4)
مواد الدورات التدريبية التي نظمها المركز متوفرة الآن:

اسم الدورة: ندوة التحكيم في المنازعات المصرفية والسالية (باللغة العربية والإنجليزية)
المكان: دولة البحرين
التاريخ: 14-15 أكتوبر 1997
سعر المشارك: 5 د.ب. + 5 د.ب. (مشاريع التحكيم)<br>

المكسرات والوظائف:
للمسارنة: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للأساتذة والموظفين:
للناطقين باللغة العربية: 40 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للناطقين باللغة الإنجليزية: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للناطقين باللغة العربية والإنجليزية: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>

اسم الدورة: ندوة التحكيم المتعدد الأطراف (باللغة العربية فقط)
المكان: دولة البحرين
التاريخ: 29 سبتمبر - 1 أكتوبر 1997
سعر المشاركة: 5 د.ب. + 5 د.ب. (مشاريع التحكيم)<br>

المكسرات والوظائف:
للمسارنة: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للأساتذة والموظفين:
للناطقين باللغة العربية: 40 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للناطقين باللغة الإنجليزية: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للناطقين باللغة العربية والإنجليزية: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>

اسم الدورة: ندوة الاتصالات الداخلية (باللغة العربية فقط)
المكان: دولة البحرين
التاريخ: 28-29 نوفمبر 1996
سعر المشاركة: 5 د.ب. + 5 د.ب. (مشاريع التحكيم)<br>

المكسرات والوظائف:
للمسارنة: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للأساتذة والموظفين:
للناطقين باللغة العربية: 40 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للناطقين باللغة الإنجليزية: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للناطقين باللغة العربية والإنجليزية: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>

اسم الدورة: ندوة التحكيم الدولي (باللغة العربية فقط)
المكان: سلطنة عمان
التاريخ: 27-28 أكتوبر 1996
سعر المشاركة: 5 د.ب. + 5 د.ب. (مشاريع التحكيم)<br>

المكسرات والوظائف:
للمسارنة: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للأساتذة والموظفين:
للناطقين باللغة العربية: 40 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للناطقين باللغة الإنجليزية: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للناطقين باللغة العربية والإنجليزية: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>

اسم الدورة: ندوة دور التحكيم الجنائي الدولي (باللغة العربية فقط)
المكان: سلطنة عمان
التاريخ: 20-21 نوفمبر 1996
سعر المشاركة: 5 د.ب. + 5 د.ب. (مشاريع التحكيم)<br>

المكسرات والوظائف:
للمسارنة: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للأساتذة والموظفين:
للناطقين باللغة العربية: 40 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للناطقين باللغة الإنجليزية: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)<br>
للناطقين باللغة العربية والإنجليزية: 75 د.ب. + 15 د.ب. (مشاريع التحكيم)
The GCC Commercial Arbitration Centre in its efforts to enhance the legal knowledge of those in trade and commerce has organized for a seminar jointly with the United Nations Commission on International Trade Law (UNCITRAL) which is scheduled to take place in Bahrain on the 12 - 13th of May 1998.

The seminar being entitled “International Trade Law” would be to familiarize interested Government officials, lawyers, business and other people in Bahrain and other Arab Gulf States with the instrument they prepared to unify the international trade related legislation work of UNCITRAL and to discuss the advantages that they may derive from adopting legal texts emanating from UNCITRAL.

# Programme

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<th>FIRST DAY</th>
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<tr>
<td>09.00 - 10.00</td>
<td>10.00 - 11.00</td>
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<td>10.00 - 10.30</td>
<td>From the Hague to the Hamburg Rules: a comparison. Going beyond the Hague Rules: the liability of terminal operators</td>
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<td>12.00 - 12.30</td>
<td>Commerce in the 21st century: a uniform legal regime aimed at removing obstacles in the use of modern means of communication</td>
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<td>14.30 - 15.00</td>
<td>A uniform legal regime on judicial cooperation and access and recognition in cross-border insolvency cases</td>
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<td>15.00 - 15.30</td>
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<td>15.30 - 16.00</td>
<td>Settlement of Commercial Disputes</td>
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<td>16.00 - 16.30</td>
<td>UNCITRAL and international commercial arbitration: the Model Law, the Arbitration Rules and the Notes on Organizing Arbitral Proceedings</td>
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<td>16.30 - 17.00</td>
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<td>17.00 - 17.30</td>
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<td>17.30 - 18.00</td>
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<td>17.15 - 17.45</td>
<td>Final Conclusion</td>
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<td>17.45 - 18.00</td>
<td>Conclusion and general discussion</td>
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<td>Closing of Seminar</td>
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FIRST ANNOUNCEMENT
Under The Patronage of
H. E. Ali Saleh Al-Saleh, The Minister of Commerce
A Two-Day Seminar organised by
The GCC Commercial Arbitration Centre and
The Bahrain Insurance Association
on
Arbitration in Insurance and Reinsurance
Manama – Bahrain 3rd, 4th March 1998

LIST OF SPEAKERS AND THEIR TOPICS

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<tr>
<th>No.</th>
<th>Name of the Speakers</th>
<th>Title of Speech</th>
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<tr>
<td>1.</td>
<td>Mr. Christopher A. Gooding</td>
<td>&quot;Legal Precedents in Insurance and Reinsurance Arbitration&quot;</td>
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<td></td>
<td>“Leboeuf, Lamb, Greene &amp; Macrae” United States Lawyers &amp; English Solicitors</td>
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<td>2.</td>
<td>Mr. Cary Depel</td>
<td>&quot;Arbitration Clause in the Contract Insurance&quot;</td>
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<td>Commercial Union - England</td>
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<td>3.</td>
<td>Mr. David Benuet</td>
<td>&quot;Drafting of the Arbitration Clause&quot;</td>
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<td>Clyde &amp; Co. Solicitors - England</td>
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<td>4.</td>
<td>Mr. Larry S. Domingo</td>
<td>&quot;Arbitration Clause in the Contract of Reinsurance&quot;</td>
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<td>Arab Insurance Group - Bahrain</td>
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<td>5.</td>
<td>Sh. Isa Bin Mohammed Al Khalifa</td>
<td>&quot;Arbitration in the Islamic Sharia&quot;</td>
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<td>6.</td>
<td>Dr. Hassan I. Al-Mulla</td>
<td>&quot;Rules Governing Arbitration with respect to Insurance Disputes in Saudi Arabia&quot;</td>
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<td>Lawyer - Saudi Arabia</td>
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<td>7.</td>
<td>Mr. Abdullah K. Al Ayoub</td>
<td>&quot;Rules Governing Insurance Disputes in the GCC States&quot;</td>
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<td>Lawyer - Kuwait</td>
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<td>8.</td>
<td>Mr. Hassan A. Radhi</td>
<td>&quot;Practical Issues with regard to Insurance Disputes in Litigation and Arbitration&quot;</td>
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<td></td>
<td>Lawyer - Bahrain</td>
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FEES FOR THE SEMINAR

Fees for the members on the Panel of the GCC Commercial Arbitration Centre and for the members of the Bahrain Insurance Association will be BD 130/-. Non-members of both the GCC and that of the Bahrain Insurance Association will have to pay a sum of BD 150/-. Cheques should be drawn on National Bank of Bahrain payable to the GCC Commercial Arbitration Centre.

For further reference please contact:

GCC Commercial Arbitration Centre,
P. O. Box 2338, Manama, Bahrain.
Telephone : 214800, 211827, Fax: 214500
E-mail: arbit395@batelco.com.bh

Bahrain Insurance Association,
P. O. Box 2851, Manama, Bahrain.
Telephone: 728003
Fax: 729902

Arab Law Quarterly

Dear Mr. Zainal,

I am pleased to enclose for your information a reprint of my recent article appearing in Volume 12, Part 1 (1997) of the Arab Law Quarterly, entitled "An Overview of the Arbitration Rules of the Recently Established GCC Commercial Arbitration Centre, Bahrain." I hope that this publication is of interest to you and remain with kind regards.

Sincerely yours,
(Sd/-)
Richard H. Kreindler