From Chairman's Desk

I take immense pleasure in forwarding this message to my dear readers and to all those interested in commercial arbitration. Having taken over the chairmanship of the BOD of the Centre from my colleague Dr. Salah Khalifa El Jery, Representative of the Kuwait Chamber of Commerce and Industry, I would like to express my appreciation as he spared no efforts during his tenure as chairman of the Board of Directors to reach the landmarks set forth by the Centre. The other Board members join me in congratulating Dr. Salah Khalifa El Jery for his strenuous efforts during his period of chairmanship of the BOD of the Centre.

FROM THE BOARD AT ITS 16th MEETING

3rd & 4th February 1999
Dubai – U.A.E.

The Board of Directors convened their 16th meeting in the premises of the Dubai Chamber of Commerce and Industry on the 4th of February 1999. The meeting was presided by Mr. Hassan Mohammad Bin Al-Shaikh, First Deputy of the Chamber of Commerce and Industry Dubai, who was joined by Mr. Ebrahim Zainal Vice Chairman of the Board of Directors, Mr. Ali Al Alawi representative of the Oman Chamber of Commerce and Industry, Dr. Hassan Al Mulla representative of the Chamber of Commerce and Industry of Saudi Arabia, Mr. Khalil Al Radhwan, representative from the Qatar Chamber of Commerce and Industry, by Dr. Salah El Jery, representative of Kuwait Chamber of Commerce and Industry and by the Centre's Secretary General Mr. Yousif Zainal.
We gratefully acknowledge the contributions made by the following institutions/companies towards ensuring the success of a Symposium on Seaports and Shipping conducted jointly by Port Services Corporation, United Nations Conference on Trade and Development and by the GCC Commercial Arbitration Centre under the patronage of H.E. Mr. Salim Bin Abdulla Al-Ghazzali, the Minister of Communications.

**Special thanks are extended to:**

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We would also like to express our sincere gratitude to Gulf Air for their continued support extended to the Centre and as official carriers of our events.
THE QUALIFICATIONS & STANDARDS OF ARBITRATORS

Paper Presented by Ms. Karen Gough, LLB, Barrister, FCI Arb.,
Vice President, Chairman of the Executive Board of The Chartered Institute
of Arbitrators, London.

INTRODUCTION

It is an honour and a privilege to be invited to address this
important conference on the subject of the training,
qualifications and standards of international arbitrators. It is a
subject which is particularly relevant to the work of the
Chartered Institute of Arbitrators as it has, for many years
now, promoted extensively, both by itself and in cooperation
with other organizations, the cause of the need for education
and training of Arbitrators and has put on courses for that
purpose in many countries throughout the world.

As many of you know, the Chartered Institute has established
branches throughout the world, and this is a particularly
important aspect of the Chartered Institute’s work,
strengthening as it does, relationships and cross cultural
understanding of the law and practice of international
commercial arbitration. In this way, the Chartered Institute is
uniquely placed to observe, encourage and participate in the
development of education and training programmes for
arbitrators in many different jurisdictions. We are particularly
pleased that, this year, the Chartered Institute has established a
branch here in Bahrain.

The Chartered Institute of Arbitrators applauds the initiative of
the GCC and the State of Bahrain which has, by promoting
this conference: 1) focused on the need for high standards in
the training, qualification and standards of international
arbitrators; 2) looked at the channels through which this might
be achieved; 3) provided a forum for discussing the issues
which arise in so doing.

I agree with Mr. de Fina’s remarks, when he said yesterday in
his opening address, that as far as he was aware this is the first
time, that a conference on international arbitration has been
devised specifically to address these issues. Given the
capacity of international arbitrators to examine endlessly the
process of international arbitration, we all owe a great debt of
thanks to the GCC for the opportunity that has been provided
here in Bahrain, this weekend.

Turning to the agenda for my presentation:

1. Minimum level of Competence for Arbitrators and
Institutions:

1.1 There is no necessity for me to re-examine in any detail
the qualities that might be expected by parties engaged in
international commercial arbitration. The parties expect,
indeed they are entitled to expect, high standards and
competence both in the performance of the arbitral tribunal
and in the administration of the arbitration, commencing with
the appointment of the tribunal right through until delivery of
what it is hoped will be a final, binding and enforceable award.
This is so, whether the administration of the arbitration is
conducted by the tribunal itself or through any of the
Institutions and organizations engaged in such work.

How is this achieved?

Arbitrators:

1.2 First of all it is relevant to make the distinction between an
individual’s “capacity” to act as an international arbitrator and
true “qualifications” which will enhance his ability to do so.
These matters were addressed yesterday both by Mr. Kreindler
and also Mr. Hascher.

1.3 The issue of capacity has been canvassed extensively by
other speakers, beginning with integrity, independence and
impartiality (I would refer to those matters as personal
characteristics or qualities), then availability and efficiency (I
refer to these issues as matters of administrative capacity).

1.4 Qualifications, although it is difficult to divorce entirely
matters of capacity, include a sound knowledge of the law and
practice of international arbitration, embracing also matters such
as flexibility and knowledge of the principles and limits of party
autonomy. Respect for party autonomy and open-mindedness,
are attributes which I would classify as aspects of capacity.

1.5 I am concerned with qualifications, both on an individual
basis and at an institutional level, and also standards, which
again, both on an individual and institutional level, embraces
the attainment of the standards to be expected of international
arbitrators.

1.6 The qualifications of international arbitrators are derived
from numerous sources, the principal sources are listed below:

First of all, an international arbitrator, subject to issues
concerning his capacity to act, may be any natural person
subject to: i) relevant stipulations imposed by applicable law
regarding qualifications and standards ii) subject to
requirements of any application international conventions or
regulations; iii) the terms of any Arbitration Agreement i.e.
party imposed qualifications; iv) any stipulations contained in
Institutional rules.

1.7 In fact, qualifications and standards for arbitrators are often
specified. However, there is no standard profile for an
international arbitrator, and in my view, once the basic
attributes of capacity and of a good general understanding most
probably evidenced by some form of acknowledged accreditation or qualification from a recognized institute for example from the Chartered Institute of Arbitrators or the AAA—there are differences, often substantial differences, in the profile of the international arbitrator, or tribunal, required for the resolution of the particular dispute.

1.8 There is, in my opinion, no such concept as the “all purpose” international arbitrator and the general competence of international arbitrators will not be enhanced by any attempt to produce such a person. The great benefit of international arbitration, indeed of arbitration generally, is that it is possible to compose a tribunal with the particular technical expertise which is opposite for the just and efficient resolution of the particular dispute.

1.9 On many occasions, much to my own great regret as a lawyer (!), I am bound to acknowledge and appreciate that the needs of the parties are not fulfilled by lawyers, but by specialists from other professions, engineers, surveyors, architects, accountants, specialists in the business of commodity dealings or shipping. The problem here is not how to train lawyers to deal with all these technical issues, but how to ensure that those arbitrators who are not also lawyers, obtain proper education and training in the law and practice of international arbitration to enable them to discharge effectively the role as arbitrator in disputes for which they are otherwise best qualified to act as arbitrator.

1.10 On a personal level, I consider that international arbitrators have today a better understanding of their responsibility to ensure that they are equipped, in the sense of qualified, to undertake the role of international arbitrator. Market forces prevail today, much more so than in the past, and therefore an arbitrator’s reputation, for better or worse, is widely advertised throughout the international business community.

Institutions:

1.11 Undoubtedly, with only one or two notable exceptions, Institutions involved in international arbitration are some way behind individual international arbitrators, in coming to terms with the need for the imposition of or adoption of standards and qualifications for their international arbitrators.

1.12 Arbitral institutions vary widely in their characteristics and in their qualities. There are also variable characteristics between those institutions, which concentrate on domestic arbitration, those which deal with international arbitration, those which deal with both, and those, like ICCA or the Chartered Institute of Arbitrators, which concentrate on the sharing of information between arbitrators and the education and training of arbitrators.

1.13 In the maintenance of minimum levels of competence of international arbitrators or arbitral institutions, there is a role for the relatively new “umbrella organizations” to which many institutes subscribe, for example IFCAI, to promote standards and qualifications. I see this as an expanding area of activity as individual institutes combine together to act regionally or in relation to a particular type of commercial dispute. Here, as the GCC rightly appreciates, there is great scope for development of the role of the institutes.

1.14 In the main, the efficacy of Institutes in the promotion of standards and qualifications for international arbitrators is promoted and guarded by practitioners/members’ input into the work of the individual institutes.

1.15 To some extent, as noted above, the primary functions of an institute may dictate the extent of its interest in quality and standards, e.g. engagement in education and training; appointing arbitrators; administration of arbitrations; monitoring of awards; appeals or review of awards; regulatory jurisdiction over conduct of members.

1.16 In all case, I consider that the staff and members of institutions and arbitral organizations underpin the quality of its work. In fact: qualifications and standards for institutions are seldom specified. However, by the sharing of information among institutes, we see more and more, written statements of the objectives of arbitral institutes. It is both interesting and comforting to observe that these written statements of the objectives of institutes share common themes.

1.17 Take the stated advantages of arbitration under the GCC Rules, embracing the attainment of the fundamental objectives of international arbitration as they do. Consider also the Corporate Strategy, including the Vision and policy statements which seek to promote “the selection and certification of arbitrators to the highest possible standards of ability and professional competence and the promotion of excellence in the practice of arbitration”. In this context, the Chartered Institute’s reference to “arbitration” embraces ADR.

1.18 In the future: in answer to the question, should there be minimum qualifications and levels of competence set for Arbitrators and/or Institutions? I would answer that question in the affirmative but I would temper my enthusiasm by the realization that the very nature of international arbitration makes that a complex and expensive objective to achieve.

What then are the difficulties?

2. Effect of Mandatory Requirements on and for Arbitrators and Institutions

2.1 There is a need for those involved in international arbitration to express a clear and common aim to set and maintain a minimum level of competence for Arbitrators and Institutions.

There are advantages and disadvantages of mandatory requirements:

Some advantages of mandatory requirements would be:

i) the setting of minimum standards relevant to the law and practice of arbitration;
ii) the maintenance of minimum standards;
iii) the promotion of higher standards and qualifications among international arbitrators;
iv) the ability to achieve and maintain better standards of final, binding and enforceable awards.

Some disadvantages of mandatory requirements would be:

i) the existence of a limited “pool” of potential arbitrators, in some cases restricted to those with the resources to meet mandatory requirements rather than ability;
ii) potential difficulties for the non-lawyer arbitrators to meet rigorous legal training requirements;
iii) the continuance of the present concentration on lawyers for appointments in relation to all disputes whatever the nature of the dispute, involving the potential loss of technical expertise [as opposed to legal] from tribunals;
iv) increased costs;
v) the difficulty and cost of ensuring quality control and the imposition of effective sanctions against those who do not meet or maintain standards and qualifications;
vi) the evaluation of Institutional differences in training and standards.
vii) difficulties or an inability in some cases to tailor training to special commercial needs;

viii) an overall loss of flexibility in the process of international arbitration.

2.2 Given the limited rights to challenge or appeal arbitration awards, the maintenance of high standards and qualifications is essential. There is a substantial question mark over whether the imposition of formal and mandatory requirements is either possible or desirable.

(a) Homogeneity or Diversification of Institutions
Administrative Convenience; Users’ and Arbitrators’ Perspective;

2.3 Is it preferable to strive for homogeneity or diversification? Given the different and sometimes competing interests of institutions, it would be very difficult to achieve homogeneity and it would, I suggest, be of dubious benefit to the process of international arbitration.

2.4 For reasons already outlined, I would favour the maintenance of diversification among institutes and arbitral organizations. In England we have a saying which is simply “different horses for different courses”. I don’t know much about horse racing, but I think the analogy covers the point I am trying to make to you. At the moment, parties who desire to have their disputes resolved by international arbitration have a choice of institutional arrangements and this choice should be maintained.

2.5 Homogeneity is an attractive objective because it holds out the prospect of achieving the aim of minimum standards and qualifications. A degree of homogeneity may be attainable. For example, there are some common features, which could be adopted by institutions in much the same way as for individual arbitrators.

2.6 It is possible to strive for neutrality, for independence from the parties and the subject matter of dispute; and to promote and assist arbitrators to achieve and promote among themselves high standards in the law and practice of arbitration.

(b) Co-operation among Institutions – Future Developments

2.7 To date, there has been a high degree of generosity in cooperation between institutions and arbitral organizations. There is no reason to suppose that this will not continue. There are a number of areas where this is both possible and desirable. Many people in this room could provide examples of their experiences of such cooperation. Apart from the signing of cooperation agreements, providing written support for the common aims and objectives of other institutions, there are practical aspects of cooperation in the form of institutions working together on projects and the sharing of information and resources.

2.8 As far as cooperation among Institutions is concerned, it is both desirable and possible and it is, with the increasing globalization and harmonization of many aspects of international arbitration, an increasing common feature of institutional activity.

(e) Competition among Institutions, Arbitrators and Mediators and Courts.

2.9 Having spoken about cooperation, I am now asked to consider competition. Can the two concepts co-exist in the field of international arbitration? I would say, certainly, “yes”.

2.10 Institutions:
Positive features of competition among institutions and arbitral organizations are that it:

1. encourages the maintenance and improvement of standards in international arbitration;
2. encourages the provision of a good quality service to the parties.

2.11 However, as in most aspects of competition, weaker institutions may be forced out of the market or be forced to fall back on government support, which may, in some jurisdictions, detract from the independence of the institutions concerned. Furthermore, the increasing globalization of arbitration may well pose a threat to the health of nationally based Institutions.

2.12 In addition, the different types on institution or arbitral organizations, particularly, “for profit” organizations are more likely to be competitive rather than co-operative. Therefore, the excesses of competition have to be guarded against and avoided.

2.13 Arbitrators:
As far as arbitrators are concerned, it seems to me that competition among international arbitrators is inevitable. Market forces prevail for individuals and they succeed or fail on their own merits. The only difficulty with this is that there is not an equality of opportunity for all “would be” arbitrators.

2.14 For individual arbitrators, marketing on an individual basis will include seeking out and obtaining relevant education and training courses and experience in the law and practice of arbitration at domestic and international levels. Here the inequality of opportunity becomes readily apparent. Charitable organizations, like the Chartered Institute of Arbitrators, provide opportunities for individuals to attend its courses free of charge or at reduced rates in cases of proven or perceived need – calculated on the basis of impecuniosity. This is the tip of this particular iceberg, however, and there is a need for global effort to provide accessible facilities for education and training of international arbitrators.

2.15 Until this is achieved, the disparities between standards and qualifications of international arbitrators from east and west and the first and the third world nations will continue. Ultimately this will be to no-one’s advantage, since those nations who do not feel that their interests and cultures can be adequately reflected by the process of international arbitration will seek out other means to resolve their disputes. I would apply the same remarks in relation to Mediators as for individual arbitrators.

2.16 Courts:
The position of Courts is fundamentally different from that of Arbitrators and Institutions. On some levels, inevitably there will be competitions but often the courts are a wholly inappropriate forum for the resolution of international commercial disputes. There are many reasons which I say that this is the case, not least are the inflexibility of court procedures in national courts; the difficulty for the Courts to recognize and apply different cultural values and principles or competing legal principles. There will inevitably be an inference of bias in the case of the “home” party whatever the reality of the situation. In some situations, the perception will be a reality. It is impossible for a national court to demonstrate the independence and neutrality of an international tribunal. It cannot compose a tribunal uniquely qualified in the technical and cultural aspects of any given international dispute and its ability to be informed of such matters depends on the evidence of experts called to advise on these issues.

2.17 In recognition of these difficulties, many national courts now welcome and actively support international arbitration as an appropriate alternative method for the resolution of commercial disputes.
(d) Implementation Schemes and Costs to Maintain Qualifications and Standards. Active Arbitrator and Rarely Active Arbitrator, the Inactive Arbitrator.

2.18 Implementation Schemes:

Some internationally recognized training programmes are available to arbitrators wishing to obtain formal qualifications. From my own experience, I can point to the international and domestic courses offered by the Chartered Institute of Arbitrators. These courses are often carried out in association with other institutions and arbitral organizations. In recognition of the increasing demand for high standards and qualifications among arbitrators, the Chartered Institute’s Associate and Fellowship training programmes are soon to be expanded.

2.19 The increasing demand for education and training programmes for arbitrators begs the question as to whether other Institutions or arbitral bodies will set up their own courses or use others to validate the quality of their arbitrators/mediators? Much will depend on the ease with which courses can be used or adapted for different institutional needs and the cost for so doing.

2.20 There are a number of different types of scheme used for the education and training of arbitrators; CPD schemes (Continuing Professional Development); Workshops; diploma courses; individual screening programmes, “pre-qualification” courses for new “would be” arbitrators, “pupillage” schemes, “mentor” schemes, reassessment courses and review courses. The categories of such courses and training programmes are not closed but there is plainly a limited on the number of occasions on which institutions and arbitral organizations will want to or need to re-invent the wheel.

2.21 Costs to maintain qualifications and standards:

Education and training courses incur a cost in time and resources to individuals and Institutions. Someone has to meet the cost of education and training courses, which will provide the qualifications for international arbitrators. Who pays? Ultimately the parties.

2.22 Active arbitrator, Rarely active arbitrator, Inactive Arbitrator

The law and practice of arbitration is an active and evolving process. It is vital that public confidence in the process of arbitration and mediation is maintained and enhanced. In the promotion of international arbitration as the preferred means for the resolution of commercial disputes, there is no room for the rarely active or inactive arbitrator. Such an individual is incompatible with the objective of the achievement of high standards and qualifications in international arbitrators.

2.23 It follows, in my view that the “lay” arbitrator is under threat of extinction. Indeed, while not confusing “lay” with “technical” or “non lawyer”, this is what I advocate.

2.24 Future developments

The future must include an increasing obligation for individual arbitrators and institutions to allow time, and to commit resources, to develop and promote continuous improvements in the qualifications and standards of international arbitrators and institutions. This is an essential aspect of the progress towards the harmonization of international arbitration on a global basis. Within this process must be a recognition of the responsibility, and a spirit of generosity, to assist the inexperienced and less wealthy members of the arbitral community to meet the standards and qualifications needed to provide public confidence in the process of international arbitration.

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INTERNATIONAL CONVENTION ON ARREST OF SHIPS, 1999

Paper presented by Dr. Mahin Faghfouri, UNCTAD, Geneva
at a Symposium on Seaports & Shipping held from 12th – 14th April 1999
Muscat – Sultanate of Oman

On the 12 March 1999, the UN/IMO Diplomatic Conference unanimously adopted the International Convention on Arrest of Ships, 1999, after two weeks of intensive deliberations. The representatives from almost one hundred nations as well as about twenty intergovernmental and non-governmental organizations participated at the Conference, which was held in Geneva from 1 to 12 March 1999.

Why a new Arrest Convention?
Almost half a century has elapsed since the adoption of the 1952 Convention. As a result some of the provisions of the Convention have become outdated requiring amendment. Other provisions of the Convention are considered ambiguous giving rise to conflicting interpretations, hampering uniform implementation of the Convention. Article 1 (1) of the 1952 Convention, for example, provides a list of maritime claims, which give rise to a right of arrest. It has often been criticized as being incomplete and outdated and the description of some maritime claims unsatisfactory. It excludes certain claims, which are clearly of a maritime nature, such as claims for agency fees and for unpaid insurance premiums (See documents TD/B/C.4/AC.8/22-LEG/MLM/22, p.6; TD/B/CN.4/GE.2/2-LEG/MLM/29, para 7. Again article 3 paragraphs (1) and (4), which include provisions concerning vessels which may be arrested in respect of a maritime claim, have given rise to varying interpretations and controversy. It is not entirely clear from the wording of these paragraphs whether or not personal liability of the owner is essential for the purpose of arrest under the Convention. (Ibid pp 9-14).

Moreover, the adoption of the 1993 International Convention on Maritime Liens and Mortgages (hereinafter referred to as the 1993 MLM Convention) further necessitated the revision of the 1952 Arrest Convention. The terminology used in article 1 (1) of the 1952 Convention being different from that of the 1993 MLM Convention, there could be claims which are granted maritime lien status but remain outside the Arrest Convention. For example article 1 (1) (m) of the 1952 Arrest Convention permits arrest only in respect of claims for “wages of masters, officers, or crew”. Article 4 (1) (a) of the 1993 MLM Convention grants maritime lien status in respect of “claims for wages and other sums due to the master, officers and other members of the vessel’s complement in respect of their employment on the vessel, including cost of repatriation and social insurance contributions payable on their behalf”. Without clear wording, it would be doubtful whether claim for cost of repatriation and social insurance contribution would be covered by the term “wages”; or whether claims by other members of the vessel’s complement, although working on board ship but are not qualified as members of the crew, give rise to a right of arrest. (See document TD/B/CN.4/GE.2/2-LEG/MLM/29, para. 15).

The joint UNCTAD/IMO Intergovernmental Group of Experts which prepared the text of the draft Convention, discussed the scope of the amendments of the 1952 Convention. It was necessary to decide whether to limit the scope of the revision to merely drafting amendments consequential upon the adoption of the 1993 MLM Convention, or whether a thorough revision of the Convention was desirable.

A view was expressed by some delegations that in view of wide acceptance of the 1952 Arrest Convention, any revision should be confined to drafting consequential amendments. The majority of delegations, however, felt that a general view of the 1952 Convention was necessary, and it could be achieved without deviating from the basic principles established by the Convention. It was, therefore, decided that in view of the comprehensive character of the revision the outcome of the work of the Joint Group needed to be embodied in a new Convention rather than a protocol. (See the report of the Joint Group at its 8th Session, TD/B/CN.4/GE.2/10, paras. 3-8).

Some features of the 1999 International Convention on Arrest of Ships
One of the major issues which was subject of considerable debate at the Conference was article 1 (1) concerning the definition of a “maritime claim” and whether the Convention should adopt a similar approach to that of the 1952 Convention and provide for a closed list of claims giving rise to a right of arrest, or whether it should adopt a more flexible approach by providing for an open-ended list of claims and avoiding exclusion of genuine maritime claims from having a right of arrest.

Having examined various proposals, a compromise solution was reached to maintain a closed list of claims giving rise to a right of arrest, while allowing some flexibility in certain categories of maritime claims. For example subparagraph (d) dealing environmental claims includes a reference to “damage, costs, or loss of a similar nature to those identified” in the subparagraph. In subparagraph (u), the requirement for registration of a “mortgage” or “hypothec” or a charge of the same nature has been deleted; or subparagraph (1) includes supply of materials and services to the ship for its “operation, management, preservation or maintenance”.

The list of maritime claims is expanded so as to cover all claims that have been granted a maritime lien status under the 1993 MLM Convention and include further claims of maritime nature. Some individual maritime claims provide for a relatively wide scope of coverage. For example, subparagraph (a) covers any “loss or damage caused by the operation of the ship”.

Other claims of maritime nature that have been added include: subparagraph (e) costs or expenses relating to wreck removal including cost incurred in “the preservation of an abandoned ship and maintenance of its crew”; subparagraph (q) claims for “insurance premiums (including mutual insurance calls)”;

subparagraph (a) “any commissions, brokerages or agency fees” and in subparagraph (v) “any dispute arising out of a contract for the sale of the ship”.

In dealing with the exercise of the right of arrest and the arrest of a ship in respect of which a maritime claim is asserted, Article 3 (1) clearly sets out cases in which liability of the owner is required for the purpose of arrest and those that are not. Subparagraph (a) states the general rule requiring the liability of the owner for the purpose of arrest, and subparagraph (b) deals with cases where demise charterer is
liable for the claim. This is followed by exceptions where arrest of a ship is permissible irrespective the owner’s liability. They include cases where the claim is based on a mortgage, the hypothecque (subpara. “c”), or concerns the ownership or possession of the ship (subpara. “d”), or if the claim is secured by a maritime lien, which is “granted or arises under the law of the State where the arrest is applied for” (subpara. “e”). This latter provision, which was subject of considerable debate at the Conference, is to cover all maritime liens granted or arising under the law of the State of arrest. Thus, in States which are parties to the 1993 MLM Convention, it will cover both internationally recognized maritime liens under article 4, as well as those maritime liens granted under national law according to article 6 of that Convention.

Provisions of article 3 (2) dealing with the so-called sister ship arrest were intensively debated. Proposals to “pierce the corporate veil” allowing the arrest of associated ships did not receive support. Although it was acknowledged that the problem did exist and the proliferation of single-ship companies since 1952 often effectively excluded the possibility of a sister ship arrest, the problem was considered to be more of a general nature and could not be solved in the context of this Convention. The existing text of article 3 (2) of the Convention, which leaves the issue to be determined by nationals’ laws, is not intended to prohibit “piercing the corporate veil”.

Concerning the right of re-arrest and multiple arrest, unlike the 1952 Convention, the new Convention in article 5 (1) specifically sets out cases in which a ship may be rearrested or another ship may be arrested for the same claim. For example, when the nature or amount of security already obtained in respect of the same claim is inadequate, or the person who has already given the security is not, or is unlikely to be, able to fulfill some or all of his obligations.

As to the liability for wrongful or unjustified arrest, article 6 of the Convention grants discretion to the Court to impose upon the claimant the obligation to provide security for any loss arising as a result of the wrongful or unjustified arrest. A proposal to include a mandatory rule for the Court to impose the obligation on the claimant to provide security upon seeking arrest was not accepted. The Courts of the State in which an arrest has been made are also given jurisdiction to determine the extent of the liability of the claimant for loss or damage arising from wrongful or unjustified arrest.

On the question of jurisdiction on merits, article 7 of the new Convention, as a general rule, grants jurisdiction to the Courts of the State in which an arrest has been made, or security given to obtain the release of the ship, to determine the case upon its merits. The Conference did not accept to grant jurisdiction, as a rule, to the Courts of the State in which security is given to prevent arrest. Proposals to leave the question of the recognition and enforcement of foreign judgments, under article 7 (5), to the relevant laws in the country of arrest were not accepted. It is, therefore, provided that such final decisions shall be recognized and given effect provided the defendant had been given reasonable notice of the proceedings and a reasonable opportunity to present his case, and that such recognition is not against public policy (ordre public).

The scope of application of the Convention has been extended in order to promote its wider application. While 1952 Convention only governed the arrest of seagoing ships, the new Convention, according to article 8, applies to any ship within the jurisdiction of any State Party, whether or not flying the flag of a State Party. Article 10, however, permits State Parties to reserve the right to exclude its application to ships which are not seagoing, or ships which do not fly the flag of a State Party.

The Convention is to be deposited with the Secretary-General of the United Nations. It will be open for signature by any State at the Headquarters of the United Nations, New York, from 1st September 1999 to 31st August 2000. The Convention will enter into force six months following the date on which 10 State have expressed their consent to be bound by it.

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5th Biennial Dispute Resolution Conference
IFCAI
Hosted by the American Arbitration Association
14th May 1999, Grand Hyatt New York

The 5th Biennial Conference of the International Federation of Commercial Arbitration Institutions is to be held on the 14th of May 1999, at the Grand Hyatt New York and hosted by the American Arbitration Association. There are now 74 arbitral organizations in 46 countries in membership of the Federation. Since it was founded, eight General Assemblies of the member institutions have been held and a number of international dispute resolution conferences have also been organized which were open to the public.

The Secretariat of the GCC Commercial Arbitration Centre urges all its members to actively participate and benefit from this conference in which its Secretary General, Mr. Yousaf Zainal would represent the Centre.

For further details, please contact:

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A REPORT FROM THE SYMPOSIUM ON SEAPORTS & SHIPPING
12 -14TH APRIL 1999
MUSCAT -SULTANATE OF OMAN

A symposium on Ports and Shipping was held at Muscat, Sultanate of Oman from 12th – 14th April jointly organized by the GCC Commercial Arbitration Centre and Port Services Corporation of Port Sultan Qaboos under the patronage of H.E. Mr. Salim Bin Abdulla Al-Ghazzali, the Minister of Communications.

This symposium was divided into 6 sessions, which covered current issues relating to port organization and management, Development in liner shipping markets and policies and Maritime Legislation and Arbitration.

The first day of this symposium was dedicated to modern developments in ports under the chairmanship of Mr. Saud Bin Ahmed Al-Nahari, President of Port Services Corporation and Mr. Yousif Zainal, Secretary General of the GCC Commercial Arbitration Centre. Papers were presented on Privatization of Ports and Terminals, Competition and Co-operation in the Maritime Sector, Seaports as the main Gateways for Shipping and Trade, Port Restructuring and Global Trends and Terminal Competition and Strategic Alliances. The salient points and recommendations that emerged from these papers and subsequent discussions thereof are the following:

COMPETITION AND EFFICIENCY:

In a globalized economy, ports are increasingly subjected to competitive pressures from other ports in the region. Ports of the GCC member countries need to adapt their administrative structures and commercial practices to face competition and continue to play a crucial role in the development of their countries.

Rules and Regulations governing the activities of ports of GCC member countries are not always adapted to the requirements of trade and should be streamlined in order to reduce cost for the user and speed up the movements of the goods to the ports.

Port tariff structures should be simplified and price levels should reflect the cost and performance of the individual port.

Ports and terminals of the GCC region should enter into co-operative arrangements aiming at avoiding ruinous price competition among ports and to ensure that it could enable them a return on their investments.

PRIVATIZATION

Privatization is not an end in itself but one of the several possible means to increase efficiency. Whenever possible, Governments and Port Authorities should create conditions that would allow the private sector to participate in the provisions of regulated port services.

In order to create the necessary conditions for successful privatization, programmes of commercialization should be put in place that allow public ports and terminal operators to operate in accordance with commercial principles.

Given the high demand for new investments in ports and the budget constraints faced by governments, private sector investments may be necessary to remain competitive and to continue to save the country’s foreign trade, if Governments are called upon to create the necessary framework to enable these investments to take place.

DEVELOPMENT IN TRANSPORT TECHNOLOGY AND ORGANIZATIONS

In order for ports to remain competitive, they have to provide state-of-the-art technologies and transfer equipment based on the requirements of the ship operators. In order to reduce investment risks, port and shipping lines should consult each other on the introduction of new technologies and the implementation of investment plans. This is particularly important for trans-shipment ports. At the same time, information technology is required to achieve operational efficiency needed to provide seamless transport services.

In order to ensure that ports can continue to play their role as industrial and commercial centres of their countries, they are increasingly called upon to provide value-added services in the transport and logistics chain. Cargo distribution, warehousing, packaging, labeling etc. can provide new business and employment opportunities in the ports and thus stimulate economic growth and thus generate new traffic for shipping lines.

The first session of the second day of the symposium dealt with shipping markets and policies under the chairmanship of Mr. Gary Crook, UNCTAD. Papers were presented on Dynamic Changes in Liner Shipping, Container Shipping Services in the Gulf, UASC’S Role in Serving Needs of the Gulf and Liberalization of Maritime Services. The main points and recommendations from these papers and subsequent discussions are as follows:

SHIPPING MARKETS AND POLICY

The Arab Gulf liner container shipping market is changing rapidly. The lines offering shipping services are moving towards concentration, nationalization and globalization to reduce costs and provide more efficient services. The demand for services in the Gulf is changing from a net import trade to a net export trade. These changes present the industry suppliers and users with opportunities and challenges for the future. The lines that can use these changes to create a sustainable competitive advantage are the ones that shippers should align themselves within a long-term cooperation partnership.

Shippers of the GCC region should investigate possibilities for entering into co-operative arrangements aimed at improving their negotiation position vis-a-vis global carriers and to maximize benefits from shipping opportunities offered in the globalized market.

The symposium took note of the decision taken in the World Trade Organization (WTO) to recommence negotiations on the progressive liberalization of maritime transport services in the context of the General Agreement on Trade in Services.
(GATS) during the new round of negotiations starting in the year 2000.

GCC member countries should actively participate in these negotiations to ensure that national interests of providers of transport services are represented. Governments of the region should start preparing for these negotiations together with the maritime operators concerned. This preparatory phase could be assisted by relevant international organizations.

MARITIME ARBITRATION

The second session of the second day began by discussing the general principles of international maritime arbitration including discussions particularly of enforcement of arbitration awards and the New York Convention. Discussions focussed on arbitration as being an appropriate means of resolving disputes arising under various maritime activities including port activities.

The session also focussed on the development of arbitration in the Sultanate of Oman and the present arbitration laws in the Sultanate and other GCC States. In particular, court proceedings relating to arbitrations were fully described.

In the last two decades there has been a gradual development in the field of commercial arbitration within the GCC States. All GCC States now have codified arbitration proceedings with two States having enacted legislation based on the UNCITRAL Model Law. Most GCC States have ratified the New York Convention of 1958 on the Reciprocal and Enforcement of Foreign Arbitration Awards and courts in the GCC States have upheld these arbitration awards.

The need for more developments to arbitration was also recommended with regard to other laws and regulations and its effect on arbitration. The need for the legal rules of arbitration in the GCC was stressed on and suggestions to enact uniform laws after a lapse of time would be made compulsory by the Unified Agreement of Co-operation.

Uniformity would help to have more disputes referred to arbitration. Parties were requested to have confidence in the arbitration laws of the GCC States, which had received international recognition. It was further recommended that as arbitration was an international phenomenon, the parties should be given the freedom to select the law that would govern their disputes.

Parties were urged by the Secretary General of the GCC Commercial Arbitration Centre in his closing address, to refer cases in the maritime arena as the Centre comprised of well renowned international arbitrators who had registered themselves as arbitrators on the Centre’s panel and could effectively deal with maritime disputes.

MARITIME LEGISLATION

The first session on the third day was chaired by Mr. Yousif Zainal and commenced with the discussion on the provisions of the New International Convention on the Arrest of Ships 1999 adopted on the 12th of March by the UN/IMO Diplomatic Conference. The main features of the Convention were highlighted and were compared with the provisions of the 1952 Convention.

This was followed by the examination of the carrier’s liability for loss or damage and cargo under the English Common Law Hague and Hague-Visby Rules, as the Hamburg Rules as well as the relevant provisions under the law of the Sultanate of Oman. The session further discussed the subject of electronic commerce and noted the recent developments within a number of intergovernmental and non-governmental organizations. It was noted that electronic commerce was developing very rapidly and affecting the way businesses were being conducted. It was also considered that with electronic commerce presented new business opportunities and offered great potential for more efficient economic development, its implementation in terms of both legal and technical infrastructure posed a challenge to all those concerned including governments and private sector. It was considered that to obtain the maximum benefit for the opportunities offered by electronic commerce, an appropriate legal framework would be necessary to remove uncertainties arising from the application of the paper-based legislation in an electronic environment which would ensure validity and enforceability of electronic transactions. In other words, there was a need for enabling technology neutral legislation and required attention by governments. International Conventions on Arrest of Ships 1999 was considered to be an important Convention and needed to be examined by governments for appropriate action.

The last session on the third day on maritime legislation also examined maritime legislation within the GCC States in particular the implementation of the International Convention on Carriage of Goods by Sea, in particular the liability of the carrier including limitations of their liability. There were further general discussions on the Maritime Codes of the GCC States together with considerations of court structure and procedures in particular in relation to maritime claims. References also were made to the presentation of evidence before courts and more technical and legal issues such as time bar provisions and title to sue in maritime claims.

It was noted that all GCC States had adopted laws and regulations governing these issues. Nevertheless in view of the recent technological and legal developments and to introduce appropriate amendments, it was also important that the GCC States adopt common approach to these issues.
Chairing the current session of the BOD of the Centre, Mr. Hassan Mohammad Bin Al-Shaikh declared the meeting open and welcomed the attendees. In his opening address to the members present, Mr. Al-Shaikh congratulated Dr. Salah Khalifa El-Jery, Chairman of the previous session for his able guidance and strenuous efforts in achieving the objectives set forth by the Centre and also highlighted on the important landmarks reached by the Centre since its establishment, encouraging it to stride forward confidently in order to attain more achievements in serving the business sectors in the GCC States. Mr. Al Shaikh further discussed the importance of scientific and practical dealing in a world full of commercial exchanges.

Mr. Al-Shaikh also acknowledged and appreciated the positive responses received by the Centre through the responsible bodies in the GCC countries who had undoubtedly contributed a great deal in strengthening the progress achieved by the Centre. He further appealed to these countries by calling upon them to urge the business communities in their respective regions to resort to arbitration under the Centre's auspices by incorporating the Centre's Standard Arbitration Clause in their contract agreements in order to resolve disputes that may arise as a result of discontent between parties while indulging in commercial interactions. Further emphasizes were made on the determination of the Centre to move forward and to improvise on the arbitration services provided by it thus helping to expand arbitration culture by covering all business arenas in the GCC countries.

A number of administrative and financial measures pertaining to the Centre was also brought up for discussion. The annual reports submitted by the Secretariat of the Centre with regard to the activities both conducted and participated by the Centre was also discussed in addition to the financial report that was submitted for the BOD's review. A new proposed budget of the work-plan of the Centre for the current year was drawn to the attention of the BOD.

The Board of Directors also approved of a number of mutual co-operation protocols between the Centre and relevant organizations in order to establish stronger ties both regionally and internationally. These organizations comprise of the following:

1. The American Arbitration Association
2. The Malta Arbitration Centre
3. The Indian Council of Arbitration
4. The International Centre for Settlement of Investment Disputes
5. The Kuala Lumpur Regional Centre for Arbitration.

New applications with regard to inclusion of members to the Centre's panel of experts were approved. The number of registered experts at the Centre rose to 202 in addition to 530 arbitrators who had specialized in various fields and who were ready to serve the community when so called upon.

The BOD of the Centre had met the UAE Ministers HE Mr. Ahmad Hameed Al-Tauyir, Minister of Transport, HE Dr. Mohammad Khalifan bin Kharbash, Minister of the State for Financial Affairs and HE Shaikh Fahim Al-Qasimi, Minister of Economy and Commerce who had been familiarized with the achievements attained by the Centre since its establishment in 1995. The future role of the Centre in the settlement of commercial disputes in the GCC countries and the extents of mutual joint ventures entered into by the Centre with the other executive bodies in the U.A.E. were among the other points on the agenda that were discussed by the BOD.

Private and Public commercial associations and bodies in the U.A.E. were called upon to support the Centre by encouraging relevant parties to refer to the Centre for arbitration assistance and to encourage parties to incorporate the Standard Arbitration Clause of the Centre in all commercial contracts entered into by them.

Mr. Al Shaikh further touched upon the functions of the Centre and its role as the main instrument by which disputes related to economic activities in the GCC countries are supposed to be settled. He said that the Centre carries out its functions being assisted by a panel of experts that include a number of international and Arab arbitrators who have specialized in various fields. He also stated that the Centre had undertaken all measures, sparing none, to increase arbitration awareness since its establishment in order to activate the role of arbitration and to spread arbitration thought and concept thus activating its role in the settlement of disputes. He also stressed on the fact that the success of the Centre in carrying out its duties would undoubtedly contribute in the development of inter-trade and increase mutual work activities among businessmen in the GCC countries.

In their turn, the Ministers expressed their appreciation and assistance to the Centre and assured it of their staunch support thus enabling it to accomplish and fulfil the tasks for which it had been established. The BOD recommended to the Ministers to incorporate the Standard Arbitration Clause of the Centre in all their agreements concluded with the executive bodies and commercial agencies and institutions whenever it deemed it acceptable by other parties.

In his closing address, the Chairman thanked the other Board members and the Secretary General of the Centre for their keen and continuous interest in the Centre and in the activities conducted and promoted by it.
The Centre has been established to cater to the needs of both the private and public sectors in view of settling commercial disputes in the GCC Countries. The services provided by the Centre include conducting of arbitration proceedings governed by the rules of the Centre, provision of additional facilities that would be required for conducting ad hoc arbitration and institutional arbitration according to the regulations governed by other Arab and foreign arbitration bodies. I would therefore like to take this opportunity to warmly encourage parties of both the private and public sectors to refer their cases to the Centre and to arbitration in order to settle any disputes that may arise between those concerned during their interaction with each other in the commercial field.

I would also like to indicate here that there has been a steady increase in the number of agreements where the Standard Arbitration Clause of the Centre is being incorporated. A number of large and remarkable commercial institutions and bodies have agreed to incorporate the Standard Arbitration Clause of the Centre in all their contract agreements with other parties. Some of these institutions and bodies have also stipulated in their constitutions to refer to the Centre to handle any dispute that may arise between parties entering into commercial agreements. I would like to mention here that the Gulf International Bank has recently incorporated the Standard Arbitration Clause of the Centre (Article 55) which further substantiates the fact that the Centre is capable of handling any dispute that may arise between the Bank and the Government of Bahrain, or between the Bank and any of its shareholders or between two or more of its shareholders themselves with regard to the interpretation or implementation of the Articles of its agreement of its establishment or constitution.

This in itself is a remarkable morale booster and a great credit to the Centre and its Secretariat.

There are other indications that exemplify that the initial spadework and efforts exerted by the Centre during the last four years have become fruitful. Although the number of cases handed over and dealt with by the Centre are still very few in number, the frequent contacts and correspondences with the Centre on different arbitration issues reflect the interest of different economic sectors and their confidence in the functions of the Centre and the role played by it. There are some cases in which assistance has been sought from the Centre to appoint an arbitrator, or a chairman to a tribunal, or to provide an institution with a panel of arbitrators registered on the Centre’s panel and authorized by the Centre to conduct an arbitration proceeding. Moreover, courts in some GCC countries, particularly Bahrain, the Centre’s headquarters, frequently request the Secretariat of the Centre to appoint arbitrators for litigations submitted initially to these courts. All these are positive indications and good initiations, which we hope, will contribute towards creating an effective role played by the Centre in arbitration in the GCC Countries.

I would also like to take this opportunity to request the member Chambers of Commerce and the executive bodies in the GCC Countries to continue extending their valuable support to the Centre and to express their confidence in the Centre as a capable institution specialized in commercial arbitration. They are also requested to urge and encourage the contracted parties to incorporate the Standard Arbitration Clause of the Centre in their agreements and to refer disputes that may arise during their interaction with each other to the Centre for arbitration, thus activating the role of the Centre as a regional arbitration mechanism.

Programme on Negotiating & Drafting of International Sales Contracts
26–27th May 1999

Organized jointly by the GCC Commercial Arbitration Centre and the International Trade Centre-Geneva, this programme on Negotiating & Drafting of International Sales Contracts will be held at the Regency Hotel, Manama – Bahrain on the 26th & 27th of May 1999.

The main objective of this programme would be to develop practical knowledge and skills on international contract drafting and negotiation, and more particularly on commercial sales contracts, in order to increase competitiveness and avert onerous litigation. This programme would also give exporters and importers an insight into the basic legal rules, trade usages and practices affecting international commercial sales contracts. Furthermore, the programme will also provide an overview of the dispute resolution procedures, which are used in international sales contracts with particular emphasis on the negotiation of dispute settlement clauses. Much of the training will be given in the form of case studies.

For further enquiries please get in touch with us at:
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 AGREEMENT OF COOPERATION BETWEEN THE  
G.C.C. COMMERCIAL ARBITRATION CENTRE AND  
MALTA ARBITRATION CENTRE  

Convinced that a wider use of commercial arbitration through fair and expeditious procedures lends confidence and stability to international trade, the G.C.C. Commercial Arbitration Centre and the Malta Arbitration Centre agree as follows:

1. To exchange information in the fields of training and programme development activities;
2. To recommend to each other, if so requested, resource persons for active participation in seminars, conferences and training activities;
3. To extend mutual cooperation and assistance, when so requested, in the organization of professional and educational activities, such as seminars, lectures and conferences. Details of such cooperation and assistance and any related financial commitments shall be agreed upon a case by case basis.
4. To encourage their members to participate actively in the other’s functions and activities;
5. To exchange, at no charge, publications, information material and reference documents concerning international and domestic commercial arbitration;
6. To recommend to each other, when so requested, resource persons in specific fields to act in the capacity of technical expert, conciliator or arbitrator;
7. To provide, when so requested, and within the limits of each other’s resources, administrative and other services necessary for conducting arbitration proceedings. Expenses incurred in providing such services shall be charged to the receiving party.
8. To provide, when so requested, administrative services for the recording of evidence, archiving of documents and related fields.

Any costs involved shall be borne by the receiving party.

9. Each party shall assume the expenses in connection with its own participation in the implementation of this Agreement.
10. Each party agrees to duly and appropriately publicize the facilities available under this Agreement in its respective country.
11. This Agreement shall take effect on the date of its signature by both parties for an initial period of one year. It will remain valid until either party gives notice of its intention to amend or terminate the Agreement.

Done at Valletta, Malta, on the 26th March 1999 in two authentic originals in the English language.

For the G.C.C. Commercial Arbitration Centre

Yousif Z. A. M. Zainal  
Secretary General

For the Malta Arbitration Centre

David Attard  
Chairman
FIRST INTERNATIONAL CONFERENCE ON ENGINEERING ARBITRATION

15 - 17 May 2000

Being convened jointly by the GCC Commercial Arbitration Centre and the Bahrain Society of Engineers this Conference is being held to familiarize all regional parties involved in engineering transactions with the latest international developments in complex issues which arise during the resolution of engineering disputes, whether by arbitration or mediation. There has arisen a proliferation of techniques and new or amended procedures, which adds confusion to the field, but are all designed to add flexibility and efficiency to the dispute resolution system for the benefit of the contracting parties. The Conference is designed to discuss practical issues that may be encountered by parties to an arbitration, arbitrators, or engineers and lawyers involved in an engineering arbitration.

This Conference will be held at the Gulf International Convention Centre, Gulf Hotel-Bahrain. First call for papers are going out and potential authors who wish to present papers are invited to submit to the Conference Secretariat a brief outline not exceeding 400 words. Authors are invited to submit papers relevant to engineering arbitration which should contain original views/ideas/analysis on any one of the above mentioned Conference topics. The contact details of the author/s should be provided in full in order to facilitate further correspondence. The Conference would be conducted in both Arabic and English with simultaneous translation.

CONFERENCE ADDRESS

All correspondence should be addressed to:

The Conference Secretariat
First International Conference on Engineering Arbitration
Bahrain Society of Engineers
P.O. Box 835, Manama, Bahrain
Tel: (973) 727100 Fax: (973) 729819
E-mail: mohandis@batelco.com.bh

DIRECTORY OF LAW FIRMS OF THE GCC STATES

The Secretariat of the Centre is compiling data that is to be incorporated into the directory of Law Firms of the GCC States that is expected to be published by June 1999. Interested parties who wish to enlist or advertise in this directory can get in touch with the Centre as enlistments and advertisements are still open. As announced in our earlier editions, enlistments are open to all members of the GCC States while advertisements are open to all law firms around the world. The print area specifications along with the tariff for each specified print area is available on the Centre's Web Site www.alnaadeem.net/arbit. For further assistance please contact the Centre at P.O. Box 2338, Manama, Bahrain Tel: (973) 214800 Fax: (973) 214500.

The Centre bears no liability whatsoever of non-enlistment with regard to those who have not reciprocated when called upon by the Centre to provide the necessary details, to those who have not clearly specified the State under which enlistment/advertisement is sought, where the print area specifications are not clearly specified and finally with regard to those who have not paid inspite of several reminders. This applies for both the enlistees and advertisers in this directory who had sent in their application forms but did not have any further follow-ups made inspite of repeatedly being reminded by the Centre.
Under the Patronage of H.E., Mr. Salim Bin Abdullah Al-Ghazali,
Minister of Communications
Symposium on Seaports & Shipping
12th – 14th April 1999
Muscat – Sultanate of Oman

Opening Ceremony

Ports, Shipping and Maritime Legislation and Arbitration
Sessions held from 12-14 April 1999
دورة الخصخصة من النواحي الاقتصادية والقانونية والخليجية
2-6 مايو 1999
 المنامة - البحرين
دورة حول التحكيم في العقود الدولية للإنشاءات
27 فبراير لغاية 2 مارس 1999م
المنامة - البحرين

ندوة القنبلة حول التحكيم في دول مجلس التعاون - الواقع والآفاق
31 يناير - 1 فبراير 1999م
القناة - دولة الإمارات العربية المتحدة

بحث ووقاية
سلم الشيخ عبد بن سيف السعدي نائب حاكم أبوظبي
دورة حول التحكيم في دول مجلس التعاون - الواقع والآفاق التي تهدف إلى تشجيع التعاون والتفاهم والرفاهية بين دول مجلس التعاون.
21 يناير إلى 1 فبراير 1999م.
SYMPOSIUM ON SEAPORTS AND SHIPPING
12 - 14 APRIL 1999
MUSCAT-SULTANATE OF OMAN
THIRD DAY: APRIL 14 MARITIME LEGISLATION AND ARBITRATION
The Amiri Decree No. 16 of 1999 on the Amendment of some articles of Decree no. 30 of 1975 on the Approval of the GIB Agreement was issued in the Official Gazette No. 2365 on 24th March 1959. Article 55 of the Amendment states the following:

Article (55)

"In the event of a dispute arising between the Company and the Head Office State or between the Company and one or more of the shareholders or between two or more of the shareholders themselves concerning the interpretation or application of the provisions of the Agreement of Establishment or the Articles of Association attached thereto the dispute shall be referred to arbitration under the auspices of the Commercial Arbitration Centre of the States of the Cooperation Council for the Arab States of the Gulf in Bahrain. The arbitration shall be conducted in accordance with the Regulations and Procedures applied by the Centre. The Arbitration Board shall be composed of three members and shall comply with the provisions of Article two of the Agreement of Establishment regarding Company being basically subject to the provisions of the Agreement and the Articles of Association of the Company, even if their provisions conflict with the internal law of the Head Office State (Bahrain). The arbitration award made pursuant to this article shall be final, binding and not subject to appeal."

The Amendment was approved by the General Assembly of the GIB in a meeting held in Riyadh on 13th March 1999.

This Amendment proves to be a great advantage to the GCC Commercial Arbitration Centre and for the process of arbitration in the GCC Countries in general. It substantiates the increasing confidence of the relevant local and regional bodies and organizations in the Centre as a specialized and reliable arbitration mechanism for the settlement of commercial disputes in the GCC region.

We wish to express our thankfulness and gratitude to the General Assembly and the Board of Directors of the GIB for their confidence and trust in the Centre and would like to take this opportunity to wish them successful banking in the Gulf Region.