Memorandum of General Arrangements between the Gulf Cooperation Council
Commercial Arbitration Centre and the
International Centre for Settlement of Investment Disputes

According to Article 63(a) of the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (the Convention), conciliation and arbitration proceedings under the Convention may, if the parties so agree, be held at the seat of any appropriate institution, whether private or public, with which the International Centre for Settlement of Investment Disputes (ICSID) may make arrangements for the purpose. The Additional Facility Rules of ICSID also allow for the possibility that proceedings under those Rules may be hosted by other institutions. In addition, the Conciliation and Arbitration Rules adopted pursuant to the Convention and the Additional Facility Conciliation and Arbitration Rules provide for the possible examination of witnesses and experts in places other than before a Conciliation Commission or Arbitral Tribunal.

The Gulf Cooperation Council Commercial Arbitration Centre (the GCC Centre) and ICSID wish to conclude appropriate arrangements to facilitate further the implementation of the above provisions. It is understood that account should be taken of the inevitable uncertainty as to the extent to which parties to ICSID proceedings will desire to take advantage of such arrangements. Account must also be taken of the limited facilities available to the GCC Centre and the priority that it must grant to proceedings conducted under its own auspices.

In light of these considerations, the GCC Centre and ICSID agree as follows:

1. Whenever the parties to a proceeding conducted under the auspices of ICSID desire to conduct all or any part of the proceeding at the seat of the GCC Centre, the ICSID Secretariat will inform the GCC Centre, indicating the facilities and services expected to be required and the dates of such requirement, and specifying in particular the need for:

(a) meeting rooms, offices and other premises;
(b) office, simultaneous interpretation and other equipment; and
(c) services of interpreters, translators and other personnel.

2. As soon as possible upon receipt of such a request, the GCC Centre will indicate the extent to which the required facilities and services can be made available on the dates indicated.

3. Thereupon, after the ICSID Secretariat has consulted with the parties and the members of the Commission or Tribunal concerned, the ICSID Secretariat and the GCC Centre will conclude specific arrangements for the particular proceeding by an exchange of letters.

4. The ICSID Secretariat will reimburse the GCC Centre for expenditures incurred by the GCC Centre under such arrangements, as provided in the exchange of letters.
5. Members of the staff of the GCC Centre assigned temporarily to the ICSID Secretariat will in connection with such assignments work exclusively under the direction of and be responsible to the ICSID Secretariat.

These General Arrangements may be modified or supplemented at any time by agreement between the GCC Centre and ICSID. Each of them may, after reasonable notice, terminate the arrangements, provided that such termination shall not affect any prior specific arrangements entered into under paragraph 3 above.

These General Arrangements shall become effective upon signature.

Yousif Zainal  
Secretary-General  
Gulf Cooperation Council  
Commercial Arbitration Centre  

Date: May 11, 1999

Ibrahim F.I. Shihata  
Secretary-General  
International Centre for Settlement of Investment Disputes  

Date: May 11, 1999