

**Khalifa bin Zayed Al Nahyan,
President of United Arab Emirates**

Federal law No. (6) of 2018 on Arbitration

We, Khalifa bin Zayed Al Nahyan, President of the United Arab Emirates,

- Having perused the Constitution;
- Federal Law No. (1) of 1972 on the Competencies of the Ministries and Powers of the Ministers, as amended;
- Federal Law No. (3) of 1983 on Judicial Authority, as amended;
- Federal Law No. (5) of 1985 promulgating the Civil Transactions Law, as amended;
- Federal Law No. (3) of 1987 promulgating the Penal Law, as amended;
- Federal Law No.23 of (1991) regulating the legal profession, as amended;
- Federal Law No.10 of (1992) promulgating the Law of Evidence in Civil and Commercial Transactions, as amended;
- Federal Law No.11 of (1992) promulgating the Civil Procedures Law, as amended;
- Federal Law No.35 of (1992) promulgating Penal Procedures Law, as amended;

- Federal Law No.18 of (1993) on Commercial Transactions;
- Federal Law No. (1) of 2006 on Electronic Transactions and E-commerce;
- Federal Law No. (6) of 2012 on regulation of the translation profession;
- Federal Law No. (7) of 2012 on regulating of Expertise Profession Before The Judicial Authorities;
- Federal Law No. (2) of 2015 on Commercial Companies, as amended; and
- Based on the proposal of the Minister of Economy, approval of the cabinet and the Federal National Council, and ratification of the Federal Supreme Council,

Issued the following Law:

Chapter one
Definitions and Scope of Application

Definitions

Article (1)

In application of the provisions of this Law, the following words and phrases shall have the meanings assigned thereto respectively, unless the context otherwise requires:

State	United Arab Emirates
Arbitration	A means regulated by law through which a binding judgment is rendered in adjudication in a dispute between two or more parties by a tribunal based on the parties' agreement.

Arbitration Agreement	The parties' agreement to resort to the arbitration, whether this agreement is made before or after the dispute.
Tribunal	The penal consisting of one or more arbitrators to adjudicate the dispute referred to arbitration.
Court	The federal or local Appeal Court that the parties agreed thereon or in whose jurisdiction circuit the arbitration is made.
Arbitration Institution	A body or center established to regulate the arbitration procedures.
Delegated Authority	Any natural or corporate person that the parties agreed on granting thereof any of the authorities stipulated according to that law.
Concerned Authority	The body delegated with arbitration or the court.
Parties	Claimant and respondent, no matter how many they are.
Claimant	The party initiating the request to commence the arbitration proceedings.
Respondent	The party against whom the claimant initiates the request to commence the arbitration proceedings.

Scope of Application

Article (2)

The provisions of this law shall apply on:

- 1- Any arbitration conducted in the State, unless the parties agree to subject it to the provisions of another arbitration law, provided that it shall not be inconsistent with the public order and public morals of the State.
- 2- Any international commercial arbitration conducted abroad and the parties thereto agree to subject it to the provisions of this law.
- 3- Any arbitration arising out of a dispute concerning a contractual or non-contractual legal relationship governed by the laws in force in the State, except what is excluded by a special provision.

International Character of Arbitration

Article No.3

The arbitration shall be of an international character even if it is conducted within the State, in any of the following cases:

1. If the head office of the parties business is located in two or more different States at the time of the conclusion of the arbitration agreement. If one of the parties has several headquarters, the basis shall be the headquarters most relevant to the subject matter of the arbitration agreement. If one of the parties to the arbitration has no head office, the basis shall be his place of residence.

2. If one of the following places is located outside the State wherein the head office of any of the Parties is located;
 - A. Place of conducting the arbitration as the arbitration agreement determines or refers to how it is determined.
 - B. The place of implementing a substantial part of the obligations arising from the commercial relations between the parties, or the place that is closely related to the subject matter of the dispute.
3. If the subject of the dispute to which the arbitration agreement relates is related to more than one State.
4. If the parties expressly agree that the subject matter of the arbitration agreement relates to more than one State.

Chapter (two)

Arbitration Agreement

Capacity to agree on arbitration

Article (4)

1. Arbitration shall be held only by the natural person who has the capacity to dispose the rights, or by the representative of the corporate person authorized to conclude the arbitration agreement, otherwise the agreement shall be null and void.
2. It is not permissible to agree on arbitration in matters where it is not permissible to be settled through conciliation.
3. In cases where this law allows the parties to agree on the procedure to be followed to decide a particular matter, each party may delegate third party to choice such procedure or decide on it. The third party in this regard

shall be: any natural person or arbitration institution within or outside the State.

4. The arbitration agreement shall not expire or be terminated due to the death of any party and may be executed by or against the party's legal successor, unless otherwise agreed by the parties.

Forms of Arbitration Agreement

Article (5)

1. An arbitration agreement may precede the dispute emergence, whether it is independent or mentioned in a specific contract in respect of all or some disputes that may arise between the parties.
2. Arbitration may be agreed after the dispute has arisen, even if a lawsuit has been brought before a court. In this case, the matters covered by the arbitration must be determined.
3. Arbitration may be agreed by the reference stated in a contract or other document containing the arbitration clause if such reference is clear in considering this clause as part of the contract.

Severability of Arbitration Agreement

Article (6)

1. The arbitration agreement shall be independent of the terms of the other contract. The nullity, dissolution or termination of the contract shall not have any effect on the arbitration agreement it contains, if this agreement is

valid in itself, unless the matter relates to the incapability of a contracting party.

2. The pleading with nullity, dissolution or termination of the contract containing the arbitration agreement shall not result in stay of the arbitral proceedings, and the tribunal may decide on the validity of that contract.

Arbitration Agreement Drafting

Article (7)

1. The arbitration agreement must be in writing, otherwise will be void.
2. The arbitration agreement shall comply with the requirement of writing in the following cases:
 - A. If it is contained in a document signed by the parties, mentioned in correspondences or other means of written communication exchanged between them, or made under an electronic mail in accordance with the rules applicable in the State regarding electronic transactions.
 - B. In the case of referral in a contract established by writing to the provisions of a model contract, an international convention or any other instrument containing an arbitration clause and the reference is clear in considering that clause as part of the contract.
 - C. If the arbitration is agreed upon in the course of the dispute being considered by the competent court, the court shall render its judgment by proving the arbitration agreement and the

litigants shall be free to proceed directly the arbitral proceedings in the place and time to be determined and under the conditions that govern it, and to judge the lawsuit as if it were not.

- D. If it is mentioned in the written submissions exchanged between the parties during the arbitral proceedings or the being acknowledged before the courts, where a party requests to refer the dispute to arbitration and the other party does not object to that matter in its defense.

Deciding on the dispute involving an arbitration agreement

Article (8)

1. The court to which a dispute involving an arbitration agreement is submitted, shall have jurisdiction to judge with dismissal of the lawsuit if the defendant so claims before making any request or pleading in the lawsuit subject, unless the court finds that the arbitration agreement is null or impossible to be enforced.
2. Filing the lawsuit referred in the preceding clause shall not preclude the commencement or continuation of arbitration proceedings or rendering the award.

Chapter (three)

Tribunal

Tribunal Formation

Article (9)

1. The tribunal shall be constituted, by agreement of the parties, of one or more arbitrators. If they do not agree on the number of arbitrators, the number shall be three unless the concerned authority considers otherwise.
2. If the arbitrators are numerous, they shall be odd; otherwise, the arbitration will be void.

Conditions to be met by the arbitrator

Article (10)

1. In addition to the conditions agreed upon by the parties, the arbitrator shall be a natural person who is not a minor, interned or deprived of his civil rights due to declaring his bankruptcy unless he is rehabilitated, or due to being sentenced in any crime or misdemeanor offense even if he is rehabilitated.
2. The arbitrator shall not be a member of trustees board or administrative body of the arbitration institution competent to regulate arbitration proceedings in the State.
3. The arbitrator shall not be of a specific gender or nationality unless the parties agree or the text of law states otherwise.
4. Whoever is notified with his/her nomination to assume the arbitration, shall disclose anything that would raise doubts about his/her independently or impartiality. From his/her appointment and during the arbitration proceedings, he/she shall promptly notify the parties and the remaining arbitrators in the event of emergence of any circumstances that would raise doubts about

his/her independently or impartiality, unless they were briefed regarding these circumstances.

Method of Choosing the Tribunal

Article (11)

1. The parties may agree on the procedures to be followed to appoint the arbitrator (s) and the date and method of their appointment.
2. If the tribunal is formed of one arbitrator and the parties are unable to agree on the arbitrator within (15) fifteen days from the date of submitting a written request by any party to notify the other party of doing so, the concerned authority shall appoint the arbitrator based on the request of any party. Challenge to this decision shall not be accepted through any way of challenging, without prejudice to the provisions contained in article (14) of this law.
3. If the tribunal is consisted of three arbitrators, each party shall choose an arbitrator, and then the two appointed arbitrators shall choose the third arbitrator. If any party fails to choose its arbitrator within (15) fifteen days following to receiving a request from the other party, or the two appointed arbitrators fail to agree on the third arbitrator within the (15) fifteen days following the date of appointing the last one of theme, the concerned authority shall promptly appoint that arbitrator based on a request of any party. Challenge to this decision shall not be accepted through any way of challenging, without prejudice to the provisions contained in article (14) of this law.

4. The concerned authority shall take into account in the arbitrator chose thereby the conditions required under this law those agreed by the parties so as to ensure appointing impartial and independent arbitrator.
5. In the event that the authorized authority does not appoint the arbitrator according to the procedures set by the parties' agreement or according to the provisions of this law if there is an agreement, any party may request the court to take the procedures necessary to complete forming and appointing the tribunal members and the court decision in this regard is unchallengeable by any way of challenge.
6. If any request is submitted to the concerned authority for appointing an arbitrator, the requester shall address copies thereof at the same time to all other parties and any arbitrator previously appointed in that arbitration. It shall explain in the request briefly the dispute subject and any conditions required by the arbitration agreement to be met by the arbitrator requested to be appointed as well as the steps taken to appoint any remaining member in the tribunal.
7. The third arbitrator appointed according the provisions mentioned in this article shall preside over the tribunal, and this provision shall apply in the event of forming a tribunal consisting of more than three arbitrator.
8. The court may, based on a request of any party, request any arbitration authority in the State to provide therewith a list of those specialized in arbitration so that the court appoints one of them, after the arbitration-

requesting party pays fees set by the arbitration authority. These fees shall be deemed a part of arbitration costs.

Issuance of Decisions Relating to Arbitration

Procedures

Article (12)

Any decision relating to the procedures or arbitration involving more than one arbitrator shall be made by majority of tribunal member, unless otherwise agreed by the parties.

The decisions relating to the procedural matters shall be made by the arbitrator presiding the tribunal, if the parties or the remaining members of tribunal allows him/her to do so.

Breach of the Procedures of Choosing the Tribunal

Article (13)

If any party breaches the arbitrators-choosing procedures they agreed upon or they do not agreed at all on these procedures, the two appointed arbitrators don't not agree on any matter obliging them to agree thereon, or a third party – including the delegated authority – fails to perform the task assigned thereto in this regard, the court shall, based on a request of any party, shall perform the required procedure, unless the agreement states agree on any other means for performing that procedures. No

challenge to that decision by any of challenge shall be accepted.

Arbitrator Recourse

Article (14)

1. The arbitrator shall not be recused unless there are circumstances raising serious doubts regarding its impartiality and independence, or it is proved that the conditions agreed by the parties or stated by this law are not satisfied.
2. The request submitted by any party in order to recuse the arbitrator that it appointed or participated in his/her appointing him shall not be accepted, except for any reason it finds after such appointment has been made.
3. The recusal request shall not be accepted from those previously submitted a request for recusing the same arbitrator in the same arbitration and under the same reason.

Procedures of Arbitrator Recusal

Article (15)

The parties shall agree on the procedures of arbitrator recusal, otherwise the following procedures shall be followed:

1. The party intending to recuse the arbitrator shall notify in writing the arbitrator required to be recused with the recusal request, showing the reasons of requesting the recusal. It shall notify copy of the same to the

remaining members of the appointed tribunal and the remaining parties within (15) fifteen days from the date of the recusal requester's awareness of appointment of that arbitrator or the circumstances necessitating recusal.

2. If the arbitrator required to be recused does not step down or the other party does not agree on the recusal request within (15) fifteen days from the date of notifying the arbitrator with the recusal request according to the provisions of article No. (24) of this law, the recusal requester may submit its request to the concerned authority within (15) fifteen days from the end of the said fifteen days. The concerned authority shall decide on the recusal request within (10) ten days. Challenge to this decision through any way of challenging shall not be accepted.
3. Notifying the arbitrator with the recusal request, or submitting the request to the concerned authority shall not result in suspending the arbitration procedures. The tribunal, including the arbitrator required to be recused, may continue the arbitration procedures and render the arbitral award, even if the concerned authority does not decide on the request.
4. The arbitrator stepping-down from the task nor the parties' agreement on its removal shall not be an acknowledgment of the validity of any of the recusal request.
5. If the concerned authority decides to recuse the arbitrator, it shall decide what it deems appropriate for

that arbitrator in terms of fees and expenses or recovering any fees of charges paid thereto. Challenge to this decision through any way of challenging shall not be accepted.

Arbitrator Termination

Article (16)

1. If the arbitrator is unable or fails to perform his/her task, ceases to perform thereof in a manner resulting in unjustified delay in the arbitration procedures, or deliberately neglects to act under the arbitration agreement in spite of being notified with all means of notification and communication applicable in the State, and it does not step down nor the parties agree on his/her removal, the concerned authority may, based on the request of any of the parties and after hearing the arbitrator statements and defense, terminate its task. Its decision in this regard shall be unchangeable.
2. The arbitrator authority shall be personal and expires upon his/her death, loss of eligibility or lack of any of appointment conditions. Death of the person appointing the arbitrator shall not result in cancelling the arbitrator authority, unless the parties agrees otherwise.

Alternative Arbitrator Appointment

Article (17)

1. If the arbitrator task is ended under a decision of its recusal removal or stepping-down or any other reason, an alternative shall be appointed according to the

procedures followed in choosing the arbitrator whose task is ended.

2. After appointing the alternative arbitrator, the parties may agree on maintain any procedures previously performed, and agree on the scope of that matter. If the parties are unable to reach any agreement in this regard, the re-formed tribunal shall decide whether the previous procedures are valid or not and the scope of that matter. Any decision issued by the re-formed tribunal shall not affect the right of any of the parties to challenge the procedures made before reforming the tribunal based on any reason arising before appointing the alternative arbitrator.

General Jurisdiction for Arbitration Proceedings

Article (18)

1. The jurisdiction for considering the arbitration matters referred under this law shall be enjoyed by the competent court according to the procedural laws applicable in the State, and this court shall have the exclusive jurisdiction until the end of all arbitration procedures.
2. The court head may order – under a request of any party or request of the tribunal – to take measures provisional or precautionary, to the extent it deems necessary, to the existing or potential arbitration procedures, whether before or during these arbitration procedures.
3. The procedures referred in the previous clause of this article shall not result in suspending the arbitration

procedures, and shall not constitute a waiver of the arbitration agreement.

4. If the court head issued any order according to clause No. (2) of this article, this order shall be ended wholly or partially only under a decision issued by the court head.

Jurisdiction of the tribunal to decide on its jurisdiction

Article (19)

1. The tribunal shall decide on any pleading relating to its jurisdiction, including the pleading based on absence or invalidity of the arbitration agreement or its non-inclusion in the dispute subject. The tribunal shall be entitled decide on that matter either under preliminary decision or final arbitration judgment rendered regarding the dispute subject.
2. If the tribunal decides under a preliminary decision that it has the jurisdiction, any party may, within (15) fifteen days from the date of notifying it with that decision, request the court to decide on that matter. The court shall decide on that request within (30) thirteen days from the date of recording the request with the court. The court decision shall be unchallengeable. The arbitration procedures shall be suspended pending deciding on that request, unless the tribunal decides to continue the same based on the request of any party.

3. The party requesting to continue the arbitration procedures shall bear the arbitration expenses if the court judges that tribunal has no jurisdiction.

Date of insisting of pleading with non-jurisdiction of the tribunal

Article (20)

1. The pleading with non-jurisdiction of the tribunal shall be insisted thereon in a date not later than the date of submitting the respondent defense referred to in article no. (30) of this law. If the pleading is that the arbitration clause does not include the matters raised by the other party during considering the dispute, the insistence shall be made not later than the session following to the session wherein the pleading is expressed, otherwise the right shall be forfeited. In all cases, the tribunal may accept the late pleading if it considers that the delay was for a reasonable reason.
2. If any party appoints or participates in appointing any arbitrator, this matter shall not result in forfeiture of its right to submit any of the pleadings referred thereto in clause No. (1) of this article.

Provisional or Precautionary Measures

Article (21)

1. Subject to the provisions of article no. (18) of this law, unless the parties agree otherwise, the tribunal may, based on a request of any party or by its own, order any

of them to take provisional or precautionary measures required by dispute nature, particularly:

- A. Order to maintain evidence that are essential in resolving the dispute.
 - B. Take the measures necessary to preserve the goods that form a part of the dispute subject, such as order to put the goods with a third party or to sell those that are prone to damage.
 - C. Maintain the assets and funds through which any subsequent decision may be implemented.
 - D. Maintain or reinstate the situation as it is pending deciding on the dispute.
 - E. Order to take procedures to prevent causing current or imminent damage to or prejudicing to the arbitration process, or order not to take any procedures that would cause damage or prejudice to the arbitration.
2. The tribunal may obligate the requester for provisional or precautionary measures to submit a guarantee sufficient to cover the expenses of these procedures. It may also obligate it to bear all damage resulting from performing these orders if the tribunal decides subsequently that is not entitled to obtain the same.
 3. The tribunal may amend, suspend or cancel a provisional measure that it have ordered based on a request submitted by any party or on its own initiative

in exceptional cases and under prior notice addressed to the parties.

4. The party, which the provisional measure is ordered in its favor, may, after obtaining a written permission from the tribunal, request the court to order to execute the order issued by the tribunal or any part thereof within (15) fifteen days from the of its receipt of the order. Copies of any request for obtaining the permission or for execution under this article shall be sent to all other parties at the same time.

Chapter (Four)

Arbitration Procedures

Joinder or Intervention of New Parties in Arbitration

Article (22)

The tribunal shall allow joinder or intervention of third parties in arbitration litigation at the request of any party or of the intervening party, provided that it shall be a party to the arbitration agreement and after giving all parties, including the third party an opportunity to hear their statements.

Determination of Due Followed Procedures

Article (23)

1. Subject to Article (10/2) of this Law, the parties may agree on procedures to be followed by the tribunal to proceed with arbitration, including subjecting these procedures to the rules in force in any arbitration organization or institution in or outside the State.
2. If there is no an agreement to follow certain procedures, the tribunal may determine procedures it considers appropriate, subject to provisions of this Law and in a manner consistent with the basic principles of litigation and international conventions to which the State is a party.

Notifications

Article (24)

1. The provisions included in this clause shall be applied unless the parties agree otherwise:
 - A. Any written correspondence shall be deemed to have been received if it is delivered to addressee in person or at its place of work, usual place of residence or mailing address known by the parties or determined in the arbitration agreement or in document regulating the relation deliberated by the arbitration. If none of these addresses can be found after making reasonable inquiry, the written correspondence shall be deemed as if being received if it is sent at the addressees' last known place of work, usual place

of residence or mailing address under a registered letter or by courier companies or by any other means giving a written evidence of attempting to deliver the same. "Mailing address" term shall include any fax number or email address previously used by the parties in their dealings with each other or previously notified by any party to the another in its letters.

- B. A correspondence shall be deemed as if being received on the day it is delivered as stipulated in this Law. A correspondence sent via fax or e-mail shall be deemed as if being delivered on date stated in its data, provided that there is no evidence that there was an error in transmission. In all cases, the receipt shall be deemed to have been made, if it is received or transmitted before 6 p.m. in the country in which the correspondence is received, otherwise it shall be deemed to have been received on the following day.
2. For the purpose of calculating periods according to this law, the period shall commence from the day following the day in which the correspondence or any other message is sent. If the last day of such period is an official holiday or a business day off at the addressee's place of work, the period shall be extended to the first following business day. Official holidays or days off falling during the period shall be included in calculating such the period.

3. The provisions of this Article shall apply on the correspondence made through proceedings before the courts.

Waiver of the Objection Right

Article (25)

If any party continues the arbitral proceedings in spite of its knowledge of the violation the arbitration agreement or a provisions of this Law, which may be agreed to be violated, and does not object to this violation at the agreed time or within (7) seven days from the date of its knowledge if there is no agreement, it shall be deemed to have waived it right to object.

Equality between Parties to Arbitration

Article (26)

The Parties to arbitration shall be equally treated and each one of them shall be given an equal and full opportunity to present its requests and defense.

Commencement of Arbitration Proceedings

Article (27)

1. The arbitration proceedings shall commence from the day following completion of the tribunal formation, unless the parties agree otherwise.

2. A notification of arbitration request shall be deemed as filing lawsuit for the purpose of effecting the provisional attachment.

Seat of Arbitration

Article (28)

1. The parties may agree on the seat of arbitration. If there is no agreement in this regard, the tribunal shall determine the seat of arbitration, taking into account all circumstances of the lawsuit and the suitability of the seat to its parties.
2. Unless the parties agree otherwise, the tribunal may:
 - A. Hold sessions of arbitration at any place that it considers appropriate to conduct arbitration proceedings, provided that the parties shall be notified well in advance of session.
 - B. Hold sessions of arbitration with the parties or deliberate through modern means of communication and technologies and the tribunal shall deliver or send minutes of session to the parties.

Language of Arbitration

Article (29)

1. Unless the parties agree otherwise, the arbitration proceedings shall be conducted in Arabic.
2. Arbitration proceedings, any written memorandum submitted by the parties, any oral pleadings, any

arbitration award, any decision, or any other notification issued by the tribunal shall be made in the agreed or determined language, unless it is agreed otherwise.

3. Subject to provisions of Federal Law No. (6) of 2012 Regulating Translation Profession, the tribunal may decide that all or some written documents submitted in lawsuit shall be accompanied by a translation into the language (s) of arbitration. If there are many languages, the translation may be limited to some of them.

Statement of Lawsuit and Aspects of Defense

Article (30)

1. Unless the parties agree or the tribunal decides otherwise, the claimant shall, within (14) fourteen days from the date of formation of tribunal, send to the respondent and each of arbitrators a written statement of its lawsuit including its name and address, name and address of the respondent, explanation of facts of the lawsuit, determination of disputed matters, and each other matters that the parties' agreement stipulates to mention thereof in this statement.
2. Unless the parties agree or the tribunal decides otherwise, the respondent shall, within (14) fourteen days from the day following receipt of the statement

sent thereto by the claimant and stipulated in the previous clause of this Article, send to the claimant and each of arbitrators a written memorandum of its defense, replying to what is stated in the statement of lawsuit. The Respondent may include in this memorandum any interlocutory requests or counter-claims related to subject of dispute or insist on a right arising therefrom with a view to pleading with setoff even at a later phase of the proceedings if the tribunal deems that the circumstances justify delay.

3. Unless the parties agree otherwise, each party may amend or complete its requests or its defense aspects or file a counter- lawsuit during the arbitration proceedings, unless the tribunal decides not to accept that matter in order to avoid delay in adjudication of the dispute or because that matter is beyond the scope of its jurisdiction, provided that the tribunal decision shall take into account principles of litigation and rights of defense.

Documents Supporting Statement of Lawsuit and Aspects of Defense

Article (31)

Each party may attach to the statement of lawsuit or memorandum of defense, as the case maybe, copies of documents on which it depends, or indicate to all or some documents or proof evidence that it intends to submit, respecting the right of other party to review them. This matter shall not affect or violate right of the

tribunal at any phase of the lawsuit to request for submission of originals of documents or instruments on which any of the parties depends and other parties have the right to review them.

Parties' Violation of their Obligations

Article (32)

Subject to provisions of Article (30) of this Law, unless the parties agree otherwise, the following shall be taken into account:

1. If the claimant, without any acceptable excuse, does not submit statement of the arbitration lawsuit in accordance with what is stipulated in this Law and procedures that the parties agree to follow, the tribunal may decide to terminate proceedings if it is satisfied that there is excessive and unjustified delay on the part of the claimant when pursuing its lawsuit and that delay causes the impossibility of reaching a fair solution or prejudices the respondent's right.
2. If the respondent fails to submit its memorandum defense, the tribunal shall continue the arbitration proceedings without considering that matter as the respondent's acknowledgment of the claimant's lawsuit. The same provision shall be applied if the claimant does not submit its defense in replying to a counter- lawsuit.
3. If any party fails to appear before the tribunal in a session, submit the required documents or carry out any

proceeding without an acceptance excuse, the tribunal may continue the arbitration proceedings, conclude what it deems appropriate in light of actions and breach of that party, as justified by circumstances of the arbitration lawsuit, and render an award in the dispute based on available elements of proof.

Session Holding and Evidence Submission

Article (33)

1. Arbitration sessions shall be confidential, unless parties agree otherwise.
2. Unless parties agree otherwise, the tribunal shall decide whether it will hold oral pleading sessions to submit evidence or oral arguments or it will proceed with procedures on the basis of mere submission of documents and other material evidence. The tribunal may decide to hold such sessions at an appropriate phase of procedures at the request of a party.
3. Sessions may be held through modern means of communication, which do not require the parties to appear in person in sessions.
4. The tribunal shall notify parties of dates of sessions scheduled to be held prior to the dates so specified in sufficient time estimated by tribunal, as the case may be.
5. The parties, at their own expenses, may retain experts and legal attorneys including advocates and others to represent them before the tribunal. The tribunal may

request any party to submit the evidence on the authority granted to his representative as determined by the tribunal.

6. A summary of the proceedings of each session held by the tribunal shall be recorded in a minutes, a copy thereof shall be delivered to each party.
7. Unless the parties agree otherwise, witnesses, including experts, shall be heard in accordance with laws in force in the State.
8. The tribunal shall have a discretionary authority to determine applicable evidence rules and the extent of acceptance, correlation, estimation of evidence submitted by any party on a fact or an expert opinion. It is entitled also to determine the date, method and formula in which such evidence is exchanged between the parties and how to submit thereof to the tribunal.

Appointment of Experts

Article (34)

1. Unless the parties agree otherwise, the tribunal may decide to appoint one or more experts to submit his report; determine their task and its period and send a copy of its decision to the parties.
2. Each party shall submit to the expert the information related to dispute and shall enable it to inspect and examine documents, goods, property or any movable or immovable funds that it requests in relation to the

dispute. The tribunal shall decide on each difference arising between expert and any party in this regard.

3. The expert, before approval of its appointment, shall provide the tribunal and the parties with a statement of its qualifications and acknowledgment of its impartiality and independence. Any party shall notify the tribunal within the period determined by the tribunal in the decision of its objection to appointment of expert. The tribunal shall decide on any objection to appointment of that expert and its decision shall be final in this regard.
4. No party may not object to expert's qualifications, impartiality and independence, unless this objection is based on reasons that the party becomes aware thereof after appointing that expert.
5. The tribunal shall send to both parties a copy of the expert report once it is filed. It shall give them the opportunity to comment on that report within periods it determines.
6. After submission of the expert report, the tribunal shall decide, on its own or at the request of any party, to hold a session to hear expert statements, giving the parties the opportunity to hear and discuss it regarding the contents of its report and examine any document on which it depends in its report. Each party may retain one or more experts to express its legal opinion in matters discussed in the report of the expert appointed by the tribunal, unless the parties agree otherwise. These procedures

shall subject to provisions stipulated in Article (33) of this law.

7. Fees and charges of the expert appointed by the tribunal shall be paid, based on this Article, as determined by the tribunal.

Testimony of Witnesses

Article (35)

The tribunal may hear testimony of witnesses, including expert witness, through modern means of communication, which do not require the parties to appear in person in the session.

Court authority to order submission of Proof Evidences

Article (36)

1. The tribunal may, on its own or at the request of any party, request assistance of the court to obtain any evidence. The court shall, within limits of its authority, order execution of the request in presence of witnesses before the tribunal in order to submit and make oral testimony and submit documents or any other proof evidence.

2. The request shall be submitted to the court head, who may decide any of the following:
 - A. Judging against witnesses failing to appear before the court or refraining from replying without legal justification, with sanctions prescribed in laws in force in the State.
 - B. Judging with assignment of third party to produce a document in its possession, which is necessary to decide on the dispute.
 - C. Ordering Letter rogatory.

Chapter (Five)

Award

Application of Law of Will on the Dispute subject

Article (37)

1. The tribunal shall apply the rules agreed upon by the parties on the dispute subject. If they agree on applying a law of a certain State, its substantive rules without rules of conflict of laws shall be followed, unless otherwise agreed, provided that it shall not breach public order and morals in the State.
2. If the parties agree to subject the legal relationship between them to the provisions of a standard contract, an international agreement or any other document, those provisions, including provisions related arbitration, shall be enforced, provided that they do not breach public order and morals in the State.

**Tribunal Authority to Determine Law Applicable
to Dispute Subject**

Article (38)

1. If the parties do not agree on legal rules applicable to subject of dispute, the tribunal shall apply substantive rules in the law that it considers most relevant to the dispute subject.
2. Upon adjudicating the dispute subject, the tribunal shall take into account conditions and terms of the contract, subject matter of the dispute, prevailing customs in type of transaction and the norm of dealing between parties.
3. The tribunal may not adjudicate the dispute subject according to rules of absolute justice and equity without being bound by provisions of the law, unless the parties explicitly agree on that matter or authorizing it to make reconciliation.

Temporary and Partial Awards

Article (39)

1. The tribunal may render temporary awards or awards in a part of the requests before rendering the award ending the whole litigation.
2. Temporary awards rendered by the tribunal shall be executable before courts and their execution shall be made under an order on petition issued by the court head or his authorized representative in this regard.

Agreement Award

Article (40)

If the parties agree, before rendering the award ending the litigation, to settle the dispute amicably, they may request for recording conditions of the settlement before the tribunal. In this case, the tribunal shall render an agreement award including conditions of the settlement and ending the proceedings. This award shall have the same effects of the arbitrators' awards.

Award Form and Data

Article (41)

1. The award shall be rendered in writing.
2. The award shall be rendered by a majority of legal opinions if the tribunal is consisting of more than one arbitrator. If arbitrators' legal opinions are different so that they cannot reach the majority, the president of tribunal shall render the award, unless the parties agree otherwise. In this case, dissenting opinions shall be written down or attached and shall be considered an integral part of the award.
3. The arbitrators shall sign award. If anyone of arbitrators refuses to sign it, he shall justify why he does not sign. The award shall be valid if it is signed by a majority of the arbitrators.
4. The award shall be reasoned, unless the parties agree otherwise or the law applicable to arbitration proceedings does not require mentioning reasons of award.

5. The award shall include names and addresses of litigants, names, nationalities and addresses of arbitrators, text of arbitration agreement, summary of litigants' requests, statements and documents, wording and reasons of the award, if necessary, and date and place of rendering the award.
6. Award shall be deemed as being rendered in the arbitration place according to Article (28) of this law, even if it is signed by the tribunal members outside the arbitration place, regardless of the method of signing thereof, whether it is signed by the tribunal members in presence, is individually sent to each members for signing thereof or is signed via electronic means, unless the parties agree otherwise.
7. Unless the parties agree otherwise, date of rendering the award shall be the date of signing it by the arbitrator if there is sole arbitrator. If there is more than one arbitrator, the important basis shall be date of last signature by arbitrators.

Date of rendering award settling the litigation

Article (42)

1. The tribunal shall render the award ending the whole litigation within a period agreed upon by the parties. If there is no agreement on a set period or on the method of setting that period, the award shall be rendered within six months from the date of holding the first session of

- arbitration proceedings sessions. The tribunal may decide to extend the period, provided that extended period shall not exceed additional (6) six months, unless more period is agreed upon by parties.
2. If the award is not rendered after expiration of the period specified in clause (1) of this Article, the tribunal or any of the parties may request the court to issue a decision to determine additional period for rendering the award or termination of arbitration proceedings, if necessary. It may extend this period according to conditions it finds appropriate. Its decision in this regard shall final, unless the parties agree otherwise.
 3. If the Court issues a decision to terminate the arbitration proceedings, any party may file a lawsuit to the court that is principally competent to consider the same.

Adjudication of Preliminary Matters

Article (43)

During arbitration proceedings, if any matter beyond the tribunal jurisdiction is raised; a forgery challenge is filed regarding a paper submitted the tribunal; or penal procedures are taken against its forgery or any other crime, the tribunal shall continue to consider the dispute if it deems that adjudication of this matter, fraud of the papers or other penal act is not necessary to adjudicate the dispute subject. Otherwise, it shall suspend proceedings until rendering a final award in this regard. This shall result in suspension of the period determined for rendering the award and this period shall be recalculated from the day

following the date of informing tribunal of disappearing of the suspension cause.

Notification of Award

Article (44)

Subject to provisions of Article (47) of this law, the tribunal shall notify all parties of award through delivering an original or copy thereof signed by tribunal to each party within (15) fifteen days from the date of rendering the award.

Termination of Arbitration Proceedings

Article (45)

1. Arbitration proceedings shall come to end by rendering the award ending the whole litigation by tribunal.
2. The tribunal shall terminate arbitration proceedings in any of the following cases:
 - A. If the parties agree on terminating arbitration proceedings according to the provisions of this law.
 - B. If the claimant abandon the litigation, unless the tribunal, at the request of the respondent, decides that it has a serious interest in continuing the proceedings until settlement of the dispute.
 - C. If the tribunal decides, for any other reason, futility or impossibility of arbitration.

Arbitration Fees

(Article 46)

1. Unless the parties agree otherwise, the tribunal shall estimate arbitration charges, including fees and expenses incurred by any member of the tribunal in order to implement his tasks and expenses of appointing the expert by the tribunal.
2. The tribunal may judge to obligate any party to pay all or part of charges stipulated in clause (1) of this Article. The court may decide, at the request of a party, to amend arbitrators' estimation of their fees or expenses in proportion to the effort, nature of the dispute and experience of the arbitrator.
3. No request may be submitted to the court for reconsidering amount of charges if there is an agreement to determine them.

Refrainment from delivering award if charges are not paid

Article (47)

1. Without prejudice to arbitrators' right to recourse against the parties to claim for their fees and charges, the tribunal may refuse to deliver the final award to the

parties if the arbitration charges and expenses are not fully paid.

2. If the tribunal refuses to deliver the award according to the provisions of clause (1) of this Article, any party may submit an request to the court after notifying other parties and the tribunal for obliging the tribunal to deliver the award to the parties after proving that all fees, charges and expenses required by the tribunal or determined by the Court are paid according to Article (46) of this law.

Confidentiality of Arbitrators' Awards

Article (48)

The arbitrators' awards shall be confidential and may not be published or disclosed in whole or in part without written consent of the parties. Publication of judicial judgments deliberating the award shall not be considered a breach of this principal.

Interpretation of Award

Article (49)

1. Once award is rendered, the tribunal shall have no authority to adjudicate any matter deliberated by the award . However, within 30 days of receipt of the award, any party may request the tribunal to give an interpretation of the award unless the parties agree on other procedures or extensions. The applicant of

- interpretation shall notify other party of this request before submitting thereof to the tribunal.
2. If the tribunal considers that the request is justified, it shall provide a written interpretation within 30 days from the date of submitting the request to the tribunal. The tribunal may extend this period for additional (15) days if it finds a justification in this regard.
 3. The interpretation award shall be a supplementary to the award it interprets and shall subject to its provisions.

Correction of Material Errors in Award

Article (50)

1. The tribunal shall correct any clerical, typographical or arithmetic errors in its award on its own initiative or at the request of any party after notifying other parties. This request shall be submitted within (30) days from the date of delivering the award, unless the parties agree on other procedures or extensions. The tribunal shall correct the award within (30) days from the date of rendering the award or submitting the correction request, as the case maybe and it may extend this period for additional (15) days if it finds a justification in this regard.
2. The correction decision shall be issued in writing by the tribunal and shall be notified to the Parties within (15) days from the date of issue.

3. The correction award shall be a supplementary to the award and subject to its provisions.

Additional Award

Article (51)

1. Any party, within (30) thirty days of receipt of the award, may request the tribunal to render an additional award in respect to requests and claims submitted during arbitration proceedings but not deliberated by the award. Requester shall notify all parties with the request.
2. If the tribunal considers that the request included in clause (1) of this Article is justified, it shall render its award within (60) days from the date of submitting the request. It may extend this period for additional (30) thirty days.
3. The additional award shall be a supplementary to the award and subject to its provisions.
4. If the tribunal does not render the award according to the provisions of this Article and Articles Nos. (49) & (50) of this law, the concerned party shall submit a request to the court to do so.

Binding Force of Award

Article (52)

The award, according to the provisions of this law, shall be binding on the parties and have res judicata. It shall have the same executive force as if it is a judicial judgment. However,

the court shall issue a decision for ratifying this award in order to execute thereof.

Objection to Award

Article (53)

1. No objection to the award shall be accepted unless a lawsuit of invalidity is filed before the court or during consideration of a request for ratifying the award and the party requesting invalidity shall prove any of the following reasons:
 - A. Lack of an arbitration agreement or the agreement was invalid or expired according to law that the parties agreed to subject the award thereto or this law if there is no reference to certain law.
 - B. One of the parties, during conclusion of arbitration agreement, was incapacitated or did not have full capacity according to law governing his capacity.
 - C. The person has no capacity for disposing disputed right in accordance with law governing his capacity as stipulated in Article (4) of this law.
 - D. If any party to the arbitration was unable to submit its defense because it is not duly notified of appointing an arbitrator or arbitration proceedings, due to the tribunal violation to litigation basics or for any other reason that is beyond its control.
 - E. If the award excludes application of law that the parties agreed to apply to the dispute subject.

- F. If formation of the tribunal or appointment of any arbitrator is made in manner contrary to provisions of this law or agreement of the parties.
 - G. If arbitration proceedings are invalid and this invalidity affects the award or the award is rendered after expiration of prescribed period.
 - H. If award has adjudicated matters that are not included in the arbitration agreement or exceeded limits of this agreement. However, if it is possible to separate the award parts related to matters subjecting to arbitration from those parts related to matters not subjecting to arbitration, the latter parts shall be only invalid.
2. The court shall judge with invalidity of award on its own if it finds any of the following:
- A. The dispute subject is one of the matters is not permissible to arbitrate therein.
 - B. Award violates public order and morals in the State.

Lawsuit of Award Invalidity

Article (54)

1. Judgment rendered by the court in lawsuit of invalidity shall be final and may not be challenged except by cassation.

2. Lawsuit of award invalidity shall not be heard after expiration of (30) thirty days from the date of notifying the party requesting invalidity of the award .
3. Judging with invalidity of award shall result in quashing that award in whole or in part, depending on whether the invalidity is wholly or partly. If there is a judgment rendered for interpretation of the part judged to be invalidity, it shall be quashed accordingly.
4. Unless the parties agreed otherwise, arbitration agreement shall remain valid according to provisions of this law after invalidating the award, unless the invalidity is depending on absence of the agreement itself, expiration of its period, its invalidity or impossibility of execution.
5. Wavier of party alleging invalidity of its right to file lawsuit of invalidity before rendering award shall not preclude acceptance of invalidity lawsuit.
6. The court from which it is requested to invalid the award may suspend invalidity procedures for a period not exceeding sixty (60) days, if appropriate, at the request of a party, in order to give the tribunal an opportunity to take any procedure or amend form of the award, a matter which leads to removing causes of invalidity without affecting its content.

Execution of Award
Article (55)

1. A party intending to execute award shall submit a request for ratifying the award and ordering of its execution to the court head, provided that the following shall be attached to this request:
 - A. Original award or a certified copy thereof.
 - B. Copy of the arbitration agreement.
 - C. A certified translation by an approved entity of the award into Arabic if it is not rendered in Arabic.
 - D. A copy of minutes of filing the award at court.
 - E. The court head or the judge it delegates from the court judges shall order ratification and execution of the award within (60) sixty days from the date of submitting the ratification and execution request, unless there is one or more reasons of the award invalidity based on proof of any of cases included in clause (1) of Article (53) of this law.

Stay of Award Execution

Article (56)

1. Filing of lawsuit of award invalidity shall not result in stay of the award execution. However, the court, which considers lawsuit of the award invalidity, may order stay of execution at the request of a party if the request is based on serious reasons.

2. The court shall adjudicate the request for stay of execution within (15) fifteen days from the date of first session determined for consideration.
3. If the court decides to stay the execution, it may order requester for stay of execution to submit a financial guarantee and it shall adjudicate the lawsuit of invalidity within (60) sixty days from the date of issuing this decision.

Challenge of Award Execution

Article (57)

The court decision to execute the award or refuse its execution may be grieved before the competent court of appeal within (30) thirty days from the next day of notification.

Chapter (Six)

Final Provisions

Charter and Lists of Arbitrators

Article (58)

1. Minister of Economy shall issue charter of the arbitrators in coordination with the arbitration institutions of the State.
2. Minister of Justice or head of the competent judicial entity shall draw up lists of arbitrators from which the arbitrators are chosen, according to provision of Article (11) of this law.

Scope of Time Application of Law

Article (59)

The provisions of this law shall be applied on each existing arbitration at the time of its effectiveness even if it depends on arbitration agreement preceding thereof, provided that any procedures made according to provisions of any earlier legislation shall remain valid.

Cancellation of Arbitration Articles in Civil

Procedures Law

Article (60)

1. Articles from (203) to (218) of the referred Federal Law No. (11) of 1992 shall be cancelled, provided that procedures made in accordance therewith shall remain valid.
2. Each award violating provisions of this law shall be quashed.

Publication of Law and Application of its Provisions

Article (61)

This law shall be published in the official gazette and be effective after a month from the day following the date of publication.

Khalifa bin Zayed Al Nahyan,

President of United Arab Emirates

Duly signed

Issued by us at the Presidential Palace in Abu Dhabi,
Dated: Shaban 17th, 1439 A.H
Corresponding to: May 3, 2018 A.D