



غرفة التحكيم الفلسطينية الدولية
Palestinian International Arbitration Chamber

Fundamental System (*Statute*)

The texts in the English language are not final yet and some adjustments might be necessary

PALESTINIAN INTERNATIONAL ARBITRATION CHAMBER

THE STATUTE

Based on the Palestinian arbitration law No. 3 of 2000

Based on the Presidential Decree of 2012

Given the implementing rules.

It was enacted following the Statute of the Palestinian Arbitration Chamber

Article 1

This Regulation shall be referred to as “the Statute of the International Arbitration Chamber Palestinian”.

Article 2

For the purpose of this Statute, the following definitions apply:

- The Chamber: The Palestinian Arbitration Chamber.
- The President: The President of the Chamber.
- The General Assembly: The General Assembly of the Chamber.
- The Board of Directors: The Board of Directors of the Chamber.
- The Law: Law of the Palestinian the Arbitration No. 3 of 2000 and subsequent amendments.
- Arbitration: a method of resolving disputes between the parties.
- Instructions: any instruction or rule issued by the Administrative Council and in accordance with the rules laid down by this Statute.
- Member: Anyone who adheres to the Chamber of Arbitration and is in good standing with the payment of the membership fee.
- Referee: natural person engaged in the business of arbitration and registered in the official list of the Chamber of Arbitration.
- Council of Arbitration: organ that is formed by the Chamber, which specializes in dispute resolution, applying the instructions and rules laid down by itself and in line with current legislation.
- Expert: An individual qualified and competent in a specific sector, which can be consulted for technical questions concerning the specific skills possessed by the same.

Article 3

The Chamber is an independent Palestinian entity, with financial and administrative autonomy, legal personality and financial autonomy, which engages in the arbitration with headquarters in Jerusalem. The Chamber may establish other offices or branches in various places in Palestine. The Chamber has no political purpose, religion or nationality, nor pursue any activity in this direction. The official language is Arabic, and also Italian, English and French.

Article 4

a. Objectives of the Arbitration Chamber.

The objectives of the Chamber are the management and resolution of disputes and quarrels, presented in accordance with the law relating to commercial contracts, financial and engineering works. The controversies and disputes are handled and resolved in accordance with the legal relations between the parties in conflict, whether it is governed by a contract or in the absence of a contract.

The Chamber shall ensure resolution of such disputes through arbitration.

b. Functions of the Chamber :

- Adopt the procedures laid down by the rules on arbitration Palestinian taking into consideration rules on the procedures of the United Nations Commission for on International Trade Law (UNCITRAL) and every law adopted by the General Council for the Palestinian Arbitration Chamber.
- To coordinate and cooperate with other rooms and Arab and international arbitration centers. The Chamber is an institution recognized by the State of Palestine.
- Make a list of arbitrators appointed by the Chamber, who are in possession of the general requirements for arbitration provided for by law and regulations .
- Select and appoint judges and experts at the request of the parties to the dispute, in accordance with the rules adopted by the Chamber .
- Propose and recommend to the parties in dispute to the appropriate advice to the contract concluded .
- Publish newsletters and reports related to the work conducted by the Chamber and by the arbitrators .
- Organize lectures and workshops in order to promote and spread the culture of arbitration and make known the means adopted by the room to settle disputes .
- To promote the adoption and inclusion of the principle of arbitration in the content of the agreement and related agreements, and highlight the power of the Chamber in the appointment of arbitrators and experts in case of disagreement or dispute between the parties.
- take part in proposed plans for innovation and development of the standards and the rules relating to arbitration .
- To coordinate and cooperate with government institutions and non-governmental.
- Drawing up the provisions, rules and instructions necessary for the functioning of the Chamber that are not inconsistent with this constitution and the laws in force.

Article 5

Adhesion:

Arbitration Chamber is composed of founding members and associate members as follows.

1. The founding members:

- a. Order of Engineers, headquartered in Jerusalem.
- b. Palestinian Bar Association.
- c. Union of Entrepreneurs Palestinians.

- d. Palestinian Federation of Industries.
 - e. Union of Chambers of Commerce.
2. Associate members:
The procedure for membership in the Chamber is governed by a special regulation enacted by the Chamber.

Article 6

Organs and organization

They are organs of the Arbitration Chamber:

1. The General Assembly.
2. The Board of Directors.
3. The President of the Chamber.
4. The internal control body.

Article 7

General Assembly

The General Assembly is composed of representatives of the founding members and associate members.

Each founding member has the right to appoint three (3) representatives in the General Assembly. The term of office is three (3) years, renewable once.

Article 8

Functions of the General Assembly

The General Assembly shall perform the following activities:

- Approve the general budget and the estimated budget .
- Set the value of the annual membership fee of the members on the recommendation of the Board of Directors .
- Approve the criteria for appointment of arbitrators .
- To designate the Board of Directors on the recommendation of the founding members and to elect the rest of the members.
- Approve the rates and fees of the arbitrators, and any changes deemed appropriate .
- Amend this Regulation informing the competent authorities of such changes .
- Propose the dissolution of the Chamber and inform the competent authorities .
- Approve the rules, regulations and internal instructions that are not inconsistent with this constitution and the laws in force .
- Elect the members of the Body of internal control .
- Grant or revoke membership in the Chamber on the recommendation of the Board of Directors .

Article 9

The meetings of the General Assembly

The General Assembly shall convene a regular annual meeting, and in case of necessity may convene an extraordinary meeting at the request of the President or at the request of two-thirds of the members or one third of the members.

The meetings of the General Assembly are legally valid in the presence of an absolute majority of the members.

Resolutions are adopted by a majority vote of those present, and for amendments to the statutes and the dissolution of the chamber is required two-thirds majority of the members.

The date of the meeting of the General Assembly shall be communicated to each member at least two weeks before the date of the opening session.

The Executive Director of the Chamber shall keep the minutes of the sessions' General Assembly.

Article 10

Board of Directors

The Board of Directors consists of nine (9) members: five (5) members shall be nominated by the founding members, and four members (4) are elected by the General Council.

The term of office of the Board of Directors shall be three (3) years, renewable once.

Members of the Board of Directors elected, at least one must be a member of the General Council. All members of the Board of Directors may be members of the General Council.

The Board of Directors appoints the President and the Vice President of the Chamber.

Article 11

The functions of the Board of Directors

The Board of Directors carries out the following activities:

- Manage the Chamber and apply the resolutions of the General Assembly.
- Prepare the rules, regulations and instructions, and submit the same to the Assembly Council for approval.
- Appoint the arbitrators, the arbitrators replace on request, examine the complaints filed against them and requests made by the parties in dispute to the renaming of the same, to determine the place of arbitration if it is not expressly established by the arbitration .
- Provide training in the tables of the remuneration of the arbitrators, the fees and the membership fee payable in the Chamber, and present the same to the General Assembly for approval .
- Provide for the establishment of a list of arbitrators at the Chamber in accordance with the requirements prescribed by law and regulations;
- Propose to the General Assembly the acceptance of accession and the cancellation of its members .
- Appoint the Executive Director of the Chamber, which has the duties provided for in this Constitution and by the instructions of the Chamber and designate employees of the same auxiliary Executive Director .
- Manage the arbitration procedures in accordance with the Articles .
- Determine the salaries of the Executive Director and administrative staff.

Article 12

Meetings of the Board of Directors

Meetings of the Board of Directors are legally valid with the presence of two-thirds of its members. The Board of Directors shall act by a majority of votes, and in the event of a tie, the vote of the Chairman of the Board of Directors.

The Chairman of the Board of Directors shall convene the meetings of the Board of Directors at least every two months or whenever it deems necessary, as long as each member is informed one week before the meeting date.

Development of the general budget and the budget.

The Executive Director shall keep the minutes of meetings of the Board of Directors.

Article 13

The role of the President of Arbitration Chamber

Presides over the meetings of the General Council and the meetings of the Administrative Council. In the event of the absence or incapacity of the President meetings are chaired by the Vice President.

The President is the legal representative of the Chamber.

Oversees the financial and administrative management of the Chamber, inform the Administrative Council of the issues relating to membership fees.

Performs all the activities and tasks given to him by the Statute and the special rules of the Chamber.

Article 14

Organ of Internal Audit

The 'Internal Control Body is composed of three (3) members of the General Council elected for a term of three years.

The 'Organ of Internal Audit performs the action of control over the management activities of the Administrative Council, prepares reports and submit them to' General Assembly at the end of the financial year.

Article 15

General Rules

- first:

The President, Vice President, members of the Board of Directors, the Executive Director and employees may not engage in activities of expert assessment or arbitration, or any other activity related to the arbitration.

One or more members of the Board of Directors may intervene in arbitration proceedings only at the express desire and documented consent of the parties to the dispute.

- second:

The Member of the Arbitration Chamber shall forfeit his office in the following cases:

- Death .
- Resignation .

- Lack the qualifications set forth in art. 5 of the present Statute .
- Failure to pay the annual membership fee for two consecutive years, except in the case where the Board of Directors decides to accept the accession.

The charge of Member lapsed for non-payment of the membership fee is restored upon the payment of the amounts due with interest on late payments.

The Board of Directors proposes the suspension of office of a member who has caused economic damage or morals, or for failure to fulfill one of the objectives of the Chamber. The proposed suspension is upheld by the affirmative vote of two-thirds of the members and the validation of the General Assembly.

The Board of Directors authorizes the restoration of the office of member once ascertained the extinction of the causes of decline, and following the submission of a new application for membership and payment of taxes due from the date of acceptance of the accession.

The members of the fallen from the office can not claim reimbursement of registration fees or annual membership fee paid, or any other payment made to of the Chamber during charging.

Third Financial Aspects:

1. The revenue of the Chamber are derived :
 - From membership fees and annual membership fees .
 - By the contributions and donations external unconditional and ratified by the Board of Directors .
 - Income earned from services provided by the House and 25% of the fees of the arbitrators and experts .
 - The founding members, in the case of fiscal deficits, which are expected to contribute in equal proportion. Each member defaulting membership is revoked as a founding member.
2. The Chamber keeps the original accounting documents at its office.
3. The Chamber may hold current accounts of funds and real estate needed to carry out their activities and, in addition, upon decision of the Board of Directors may set up mortgage, lease or sell the same. The Chamber may also, by decision of the Board of Directors, get loans by providing the necessary guarantees.
4. The accounts of the Chamber shall be subject to control by an approved auditor.
5. This Statute shall enter into force from the date of approval and ratification of the Council of Ministers.
6. As this does not have bylaws, you have to respect the laws and regulations, and the general rules of the Palestinian State.
7. The organs and the internal and external staff of the Arbitration Board shall be obliged to maintain professional secrecy concerning events arbitration.
8. The Board of Directors shall terminate the appointment at the Chamber to anyone who violates the text of subsection (7) of this Article.
9. In the event of dissolution of the House, the assets and properties of the same shall be deposited with the public treasury in favor of the treasury itself.



غرفة التحكيم الفلسطينية الدولية
Palestinian International Arbitration Chamber

PIAC Arbitration Rules

Palestinian International Arbitration Chamber
Arbitration Rules
subject

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I - GENERAL PROVISIONS

ART. 1 - SCOPE OF THE APPLICATION

1. The Rules shall apply where so provided by the arbitral clause or other agreement between the parties, however expressed. A reference in the agreement to the Palestinian International Arbitration Chamber shall be deemed to provide for the application of the Rules.

2. Apart from paragraph 1, the Rules shall apply where:

- a. a party files a personally signed request for arbitration proposing arbitration under the Rules;
- b. the other party accepts this proposal by a personally signed statement within the time limit set by the Executive Director.

ART. 2 - RULES APPLICABLE TO THE PROCEEDINGS

1. The arbitral proceedings shall be governed by the Rules, by the rules agreed upon by the parties up to the constitution of the Arbitral Tribunal if consistent with the Rules, or , in default, by the rules set by the Arbitral Tribunal.

2. In any case, mandatory provisions that are applicable to the arbitral proceedings shall apply.

3. In any case, the principles of due process and equal treatment of the parties shall apply.

ART. 3 - RULES APPLICABLE TO THE MERITS OF THE DISPUTE

1. The Arbitral Tribunal shall decide on the merits of the dispute in accordance with the rules of law unless the parties expressly provided that the Tribunal decide ex aequo et bono.

2. The Arbitral Tribunal shall decide in accordance with the rules chosen by the parties.

3. In the absence of any agreement pursuant to paragraph 2, the Arbitral Tribunal shall apply the rules it determines to be appropriate, taking into account the nature of the relationship, the qualities of the parties and any other relevant circumstance.

4. In any case, the Arbitral Tribunal shall take into account trade usages.

ART. 4 - PLACE OF THE ARBITRATION

1. The parties shall fix the place of the arbitration, in Palestine, in their arbitration agreement.

2. In the absence of any agreement as to the seat, the seat of the arbitration shall be Jerusalem, or Ramallah in case it was impossible.

3. Notwithstanding the provision in paragraph 2, the Administration Council may fix the seat of the arbitration elsewhere, taking into account the requests of the parties and any other circumstance.

4. The Arbitral Tribunal may determine that hearings or other procedural acts take place in a location other than the seat.

ART. 5 - LANGUAGE OF THE ARBITRATION

1. The language of the arbitration shall be agreed upon by the parties in their arbitration agreement or subsequently until the Arbitral Tribunal is constituted.

2. In the absence of any agreement by the parties, the Arbitral Tribunal shall determine the language of the arbitration.

3. The Arbitral Tribunal may accept the submission of documents in a language other than the language of the arbitration and may order them to be accompanied by a translation into the language of the arbitration.

ART. 6 - FILING AND SENDING OF THE ACTS

1. The parties shall file briefs with the Executive Director as follows: one original for the Chamber of Arbitration and one for each party, plus as many copies as there are arbitrators. Any attached documents shall be filed in one copy for the Chamber of Arbitration, one copy for each party and as many copies as there are arbitrators.

2. The Executive Director shall send notices intended for them to parties, arbitrators, expert witnesses and third parties by registered mail, courier, e-mail or by any other appropriate means allowing for a formal proof of delivery.

ART. 7 - TIME LIMITS

1. The expiration of a time-limit set by the Rules or by the Administration Council, the Direction or the Arbitral Tribunal shall not entail a lapse of a party's rights, unless so determined by the Rules or by the order setting the said time-limit.

2. The Administration Council, Executive Director and Arbitral Tribunal may extend a time limit they have set before it expires. Time-limits that entail lapse of rights may be extended only for justified reasons or by agreement of all parties.

3. The initial day shall be excluded from the calculation of time-limits. Where the date of expiry falls on a Saturday or on an official holiday it shall be extended to the first subsequent working day.

ART. 8 - CONFIDENTIALITY

1. The Chamber of Arbitration, the parties, the Arbitral Tribunal and the expert witnesses shall keep the proceedings and the arbitral award confidential, except in the case it has to be used to protect one's rights.

2. For purposes of research, the Chamber of Arbitration may publish the arbitral

award in anonymous format, unless, during the proceedings, any of the parties objects to publication.

II – THE START OF THE PROCEDURES

ART. 9 - REQUEST FOR ARBITRATION

1. Claimant shall file a request for arbitration with the Executive Director.
2. The request shall be signed by the party or by its counsel with power of attorney and shall contain or be accompanied by:
 - a. the names and domicile addresses of the parties .
 - b. a description of the dispute .
 - c. a statement of the claims and of their economic value .
 - d. the appointment of the arbitrator or any relevant indications as to the number of arbitrators and the method for their selection .
 - e. a statement of evidence, if any , required in support of the claim and any documents that the party deems appropriate to produce .
 - f. a brief statement, if any , as to the rules applicable to the proceedings, the rules applicable to the merits of the dispute or as to the ex aequo et bono decision, the seat and the language of the arbitration .
 - g. the power of attorney conferred on counsel, if already appointed .
 - h. the arbitration agreement.
3. The Executive Director shall send the request for arbitration to the Respondent within live working days from the filing. Claimant may send the request for arbitration directly to Respondent, provided that the request is also filed simultaneously with the Executive Director. In any case, any time-limit set by the Rules will run from the sending of the request made by the Executive Director.

ART. 10 - STATEMENT OF DEFENCE

1. Respondent shall file its statement of defence, with counterclaims if any, with the Executive Director within thirty days from the receipt of the request by the Executive Director. The Executive Director may extend this time limit for justified reasons.
2. The statement shall be signed by the party or by its counsel with power of attorney and shall contain or be accompanied by:
 - a. the name and domicile of Respondent .
 - b. a statement of its defence, however brief.
 - c. a statement of counterclaims, if any, and of their value.
 - d. the appointment of the arbitrator or any relevant indications as to the number of arbitrators and the method for their selection.
 - e. the evidence, if any, in support of the statement of defence and all documents that

the party deems useful appropriate to produce.

f. a brief statement, if any , as to the rules applicable to the proceedings, the rules applicable to the merits of the dispute or as to the ex aequo et bono decision, the seat and the language of the arbitration.

g. the power of attorney conferred on counsel, if already appointed.

3. The Executive Director shall send the statement of defence to Claimant within five working days from the filing. Respondent may send the statement of defence directly to Claimant, provided that the statement is also filed with the Executive Director.

4. Where Respondent does not file a statement of defence, the arbitration shall proceed without it.

ART. 11 - ADMISSIBILITY OF THE ARBITRAL PROCEEDINGS

1. Where a party objects to the application of these Rules before the Arbitral Tribunal is constituted, the Administration Council shall decide on the admissibility of the arbitration.

2. The decision of the Administration Council that the arbitration is admissible shall not be binding on the Arbitral Tribunal.

ART. 12 - LACK OF JURISDICTION OF THE ARBITRAL TRIBUNAL

Any objection to the existence, the validity or the effectiveness of the arbitration agreement or lack of jurisdiction of the Arbitral Tribunal shall be raised in the first brief or at the first hearing following the claim to which the objection relates, or shall be deemed to be waived.

III - THE ARBITRAL TRIBUNAL

ART. 13 - NUMBER OF ARBITRATORS

1. The parties may determine the number of arbitrators. From a list of arbitrators registered in the Chamber

2. Where the parties have not agreed upon the number of the arbitrators, the Arbitral Tribunal shall consist of a sole arbitrator unless the Administration Council considers a panel of three arbitrators to be appropriate because of the complexity or the economic value of the dispute.

3. If the agreement to arbitrate provides for an even number of arbitrators, the Administration Council shall appoint an additional arbitrator, unless otherwise agreed by the parties.

4. File to be created for all the arbitrators of the International Palestinian Arbitration Chamber According to Article 11 of the Statute of the room

ART. 14 - APPOINTMENT OF THE ARBITRATORS

1. The arbitrators shall be appointed in accordance with the procedures established by the parties in the arbitration agreement from a list of arbitrators accredited to the Arbitration Chamber.
2. Unless otherwise agreed in the arbitration agreement, the sole arbitrator shall be appointed by the Administration Council.
3. Where the parties have agreed to appoint the sole arbitrator jointly without indicating a time limit, this time limit shall be set by the Executive Director. If the parties fail to reach an agreement, the sole arbitrator shall be appointed by the Administration Council.
4. Establish a record of the arbitrators in accordance with Article 11 of the Statute of Palestinian International Arbitration Chamber.
5. Unless otherwise agreed in the arbitration agreement, the arbitral panel shall be appointed in the following manner:
 - a. each party shall appoint an arbitrator in the request for arbitration and the statement of defence; if a party fails to do so, the arbitrator shall be appointed by the Administration Council .
 - b. the president of the Arbitral Tribunal shall be appointed by the Administration Council. The parties may, however, provide for the president to be appointed by the arbitrators appointed by the parties jointly. If the arbitrators fail to reach an agreement within the time limit indicated by the parties, or within the time limit set by the Executive Director where the parties have not indicated any the president shall be appointed by the Administration Council.
6. Where the parties have different nationalities or registered offices in different countries, the Administration Council shall appoint as sole arbitrator or president of the Arbitral Tribunal a person of a nationality other than those of the parties, unless otherwise agreed by the parties.

ART. 15 - APPOINTMENT OF ARBITRATORS IN MULTI-PARTY ARBITRATION

1. Where the request for arbitration is filed by or against several parties, if the parties form two sides when filing the request for arbitration and the statement of defence and the arbitration agreement provides for a panel of arbitrators, each group shall appoint an arbitrator and the Administration Council shall appoint the president, unless the arbitration agreement delegates the appointment of the entire panel or of the president to another authority.
2. Regardless of the arbitration agreement, if the parties do not form two sides when filing the request for arbitration and the statement of defence, the Administration Council, without considering any appointment made by any of the parties, shall appoint the Arbitral Tribunal.

ART. 16 – INCOMPATIBILITY

The following persons cannot be appointed as arbitrators:

- a. members of the Administration Council and auditors of the Chamber of Arbitration .
- b. employees of the Chamber of Arbitration .
- c. professional partners, employees and all who have an ongoing cooperative professional relationship with the persons indicated at point a, unless the parties agreed otherwise.

ART. 17 - ACCEPTANCE BY ARBITRATORS

The Executive Director shall inform the arbitrators of their appointment. Within ten days of receiving this notice, the arbitrators shall give notice of their acceptance to the Executive Director.

ART. 18 - STATEMENT OF INDEPENDENCE AND CONFIRMATION OF ARBITRATORS

1. When giving notice of their acceptance the arbitrators shall submit their statement of independence to the Executive Director.
2. In the statement of independence the arbitrator shall disclose, specifying the time and duration:
 - a. any relationship with the parties, their counsel or any other person or entity involved in the arbitration which may affect his/her impartiality or independence.
 - b. any personal or economic interest, either direct or indirect, in the subject matter of the dispute .
 - c. any bias or reservation as to the subject matter of the dispute .
3. The Executive Director shall forward a copy of the statement of independence to the parties. Within ten days from receipt of the statement, each party may file written comments with the Executive Director.
4. After expiration of the time limit set in paragraph 3, the arbitrator shall be confirmed by the Executive Director if he/she has filed an unqualified statement of independence and none of the parties has filed any comments thereon. In any other case, the Administration Council shall decide whether or not the arbitrator shall be confirmed.
5. The statement of independence shall be re-submitted during the course of the arbitration until its conclusion in the event of supervening facts or at the request of the Executive Director.

ART. 19 - CHALLENGE OF ARBITRATORS

1. Each party may file a reasoned challenge against an arbitrator on any ground that casts a doubt on his/her independence or impartiality.
2. The challenge shall be filed with the Executive Director within ten days from receipt of the statement of independence or from the date when the party becomes aware of the ground for the challenge.

3. The Executive Director shall transmit the challenge to the arbitrators and the other parties and shall set a time limit for filing comments, if any.
4. The Administration Council shall decide on the challenge.

ART. 20 - REPLACEMENT OF ARBITRATORS

1. An arbitrator shall be replaced by another arbitrator where:
 - a. the arbitrator does not accept the appointment or resigns after accepting it.
 - b. the arbitrator is not confirmed;
 - c. the arbitrator is removed by all parties;
 - d. the Administration Council upholds a challenge against the arbitrator;
 - e. the Administration Council, after consulting the parties and the Arbitral Tribunal, removes the arbitrator for violation of the duties of the Arbitral Tribunal under these Rules or for other serious grounds.
 - f. the arbitrator dies or is no longer able to perform his/her tasks due to infirmity or on other serious grounds.
2. The Executive Director may suspend the proceedings in any of the cases indicated in paragraph 1. In any case, when the suspension is lifted, the time limit for filing the award is extended to 90 days, if, by the elapse of time during the suspension, the time limit is less than 90 days.
3. A new arbitrator shall be appointed by the same authority that appointed the substituted arbitrator. If a replacement arbitrator must also be substituted, the new arbitrator shall be appointed by the Administration Council.
4. The Administration Council shall determine the fees, if any, due to the substituted arbitrator, taking into account the work done and the reasons for the replacement.
5. In case of the replacement of an arbitrator, the newly constituted Arbitral Tribunal may decide to repeat all or some of the acts of the proceedings taken place up to that moment.

IV - THE PROCEEDINGS

ART. 21 - CONSTITUTION OF THE ARBITRAL TRIBUNAL

1. The Executive Director shall transmit the request for arbitration and the statement of defence to the arbitrators, together with all annexed documents, when the advance payment is made.
2. The arbitrators shall constitute the Arbitral Tribunal within thirty days from receipt of the briefs and documents forwarded by the Executive Director. The Executive Director may extend this time limit for justified reasons.
3. The constitution of the Arbitral Tribunal shall take place by written minutes, dated and signed by the arbitrators, setting further steps and time limits to conduct the proceedings.
4. Where an arbitrator is replaced after the Arbitral Tribunal is constituted, the Executive Director shall transmit the briefs and documents of the proceedings to

the new arbitrator. The new Arbitral Tribunal shall be constituted pursuant to paragraphs 2 and 3.

ART. 22 - POWERS OF THE ARBITRAL TRIBUNAL

1. At any time in the proceedings, the Arbitral Tribunal may attempt to settle the dispute between the parties.
2. The Arbitral Tribunal may issue all urgent and provisional measures of protection, also of anticipatory nature, that are not barred by mandatory provisions applicable to the proceedings.
3. Where multiple proceedings are pending before the Arbitral Tribunal, the Tribunal may order their consolidation, if it deems them to be connected.
4. Where the same proceedings concern several disputes, the Arbitral Tribunal may order their separation.
5. If a third party requests to join a pending arbitration or if one of the parties to the arbitration seeks a third party's intervention, the Arbitral Tribunal shall decide the application after consulting the parties, taking into consideration all the relevant circumstances of the case.

ART. 23 - ORDERS OF THE ARBITRAL TRIBUNAL

1. Except as provided for the award, the Arbitral Tribunal shall give its decisions by way of orders.
2. Orders shall be issued by majority . The arbitrators are not required to meet in personal conference.
3. Orders shall be in writing and may be signed by the president of the Arbitral Tribunal alone.

ART. 24 – HEARINGS

1. The dates of the hearings shall be determined by the Arbitral Tribunal after consultation with the Executive Director and shall be communicated to the parties.
2. The parties may appear at the hearing either in person or through duly empowered representatives and may be assisted by counsel with power of attorney.
3. Minutes shall be taken of the hearings of the Arbitral Tribunal.

ART. 25 - TAKING OF EVIDENCE

1. The Arbitral Tribunal leads the case by taking all the relevant and admissible evidence adduced in the manner it deems appropriate.
2. The Arbitral Tribunal shall freely evaluate all evidence, with the exception of that which constitutes legal proof under mandatory provisions applicable to the proceedings or to the merits of the dispute.
3. The Arbitral Tribunal may delegate the taking of evidence to one of its members.

ART. 26 - EXPERT WITNESSES

1. At the request of one of the parties or by its own initiative, the Arbitral Tribunal may appoint one or more expert witnesses or delegate the appointment to the Chamber of Arbitration.
2. The expert witness shall comply with the duties of independence imposed on the arbitrators under these Rules. The challenge provisions relating to arbitrators shall also apply.
3. Where any expert witness is appointed, the parties may appoint their own experts.
4. The expert witness of the Arbitral Tribunal shall allow the parties and their expert, if any, to assist in the expert's activities.

ART. 27 - NEW CLAIMS

The Arbitral Tribunal, after consulting the parties, shall decide on the admissibility of new claims, taking into account all circumstances, including the stage of the proceedings.

ART. 28 – CONCLUSIONS

1. When it deems that the case is ready for issuing the final award, the Arbitral Tribunal shall close the phase for taking of evidence and invite the parties to file their conclusions.
2. The Arbitral Tribunal may set a time limit for filing final statements, for rebuttal statements and may schedule a final hearing.
3. After the closing of the phase for taking of evidence, the parties cannot file new claims, plead new facts, submit new documents or propose the taking of fresh evidence, unless the Arbitral Tribunal decides otherwise.
4. The above shall also apply where the Arbitral Tribunal deems it appropriate to issue a partial award, only with respect to the subject of that award.

ART. 29 - SETTLEMENT AND WITHDRAWAL

The parties or their counsel shall inform the Executive Director that they withdraw their claims in the event of a settlement or on other grounds, thereby relieving the Arbitral Tribunal of the obligation to render an award.

V - THE ARBITRAL AWARD

ART. 30 - DELIBERATION, FORM AND CONTENTS OF THE AWARD

1. The award shall be deliberated with the participation of all the members of the Arbitral Tribunal and may be by majority decision. In the latter case, the award shall state that it was deliberated with the participation of all the arbitrators and

shall state the reason for the missing signature.

2. The award shall be in writing and shall indicate:

- a. the arbitrators, the parties and their counsel .
- b. the arbitration agreement .
- c. the seat of the arbitration .
- d. the conclusions of the parties .
- e. the reasons upon which the decision is based, even in summary.
- f. the decision (dictum) .
- g. the decision on the allocation of the costs of the proceedings, with reference to the decision on the costs of the Administration Council, and on the legal costs of the parties .

3. Each signature shall indicate its date. The arbitrators may sign at different places and times.

4. The Executive Director shall indicate any non-compliance with the formal requirements under this Article to the arbitrators asking for an examination of the draft award before signing it.

ART. 31 - FILING AND NOTIFICATION OF THE AWARD

1. The Arbitral Tribunal shall file the award with the Executive Director in as many original copies as there are parties plus one.

2. The Executive Director shall forward the original award to each party within ten days of the filing.

ART. 32 - TIME LIMIT FOR FILING THE FINAL AWARD

1. The Arbitral Tribunal shall file the final award with the Executive Director within six months from its constitution, unless otherwise agreed by the parties in the arbitration agreement.

2. In any case, the Administration Council may extend the time limit for the filing of the award, even on its own initiative, or where there is consent by the parties to an extension, the Executive Director may do so.

3. The Executive Director shall suspend the time limit in the cases expressly provided for in these Rules and for any other justified reason.

ART. 33 - PARTIAL AWARD AND INTERIM AWARD

1. The Arbitral Tribunal may render one or more awards, including of a partial or interim nature.

2. Awards contemplated by the previous Article shall not affect the time limit for filing the final award, unless a request for extension is filed with the Chamber of Arbitration.

3. The provisions of these Rules on the award shall apply to partial and interim awards. An interim award shall not contain a decision on the costs of the proceedings and on the legal costs.

ART. 34 - CORRECTION OF THE AWARD

1. A request for the correction of an award shall be filed with the Executive Director within 30 days from receipt of the award.
2. The Arbitral Tribunal shall, after consulting the parties, decide the application within 60 days from receipt of the request.
3. The decision of the Arbitral Tribunal accepting the correction shall be an integral part of the award.
4. In any case, no additional cost will be charged to the parties for the correction of an award, unless otherwise agreed by the Chamber of Arbitration.

VI - COSTS OF THE PROCEEDINGS

ART. 35 - VALUE OF DISPUTE

1. The costs of the arbitration depend upon the value of the dispute, which is the sum of the claims filed by all parties.
2. The Executive Director shall determine the value of the dispute on the basis of the request for arbitration and the statement of defence, as well as of any further indications given by the parties and the Arbitral Tribunal. The criteria for determining the value of the dispute are set in Annex A to these Rules, which is an integral part of the Rules.
3. At any stage of the proceedings the Executive Director, where it deems it appropriate, may divide the value of the dispute in relation to the claims of each party and may direct each party to pay the costs related to its claims.
4. In case of division of the value of the dispute, the fees of the Chamber of Arbitration and of the Arbitral Tribunal may not exceed the maximum of the fees determined on the basis of the cumulated value of the dispute, as in paragraph 1.

ART. 36 - COSTS OF THE PROCEEDINGS

1. The Administration Council shall determine the costs of the arbitration before the award is filed.
2. The Administration Council shall inform the Arbitral Tribunal and the parties of its determination of the costs which the Arbitral Tribunal shall indicate in the award. The determination of the Administration Council shall not affect the decision of the Arbitral Tribunal as to the allocation of the costs to the parties.
3. Where the arbitration ends before the Arbitral Tribunal is constituted, the Executive Director shall determine the costs of the proceedings.
4. The costs of the arbitration shall include :
 - a. fees of the Chamber of Arbitration .
 - b. fees of the Arbitral Tribunal .
 - c. fees of the expert witnesses of the Arbitral Tribunal .

d. reimbursement of expenses of the Chamber of Arbitration, of the arbitrators and of the expert witnesses.

5. The fees of the Chamber of Arbitration for administering the arbitration shall be determined on the basis of the value of the dispute in accordance with the Schedule of Fees annexed to these Rules. In case of an anticipated conclusion to the arbitration, lower fees may be determined. The included and excluded activities of the Chamber of Arbitration are listed in Annex e B of to these Rules, which is an integral part of the latter.

6. The fees of the Arbitral Tribunal shall be determined on the basis of the value of the dispute in accordance with the Schedule of Fees annexed to these Rules. When determining the fees of the Arbitral Tribunal, the Administration Council shall take into account the work done, the complexity of the dispute, the duration of the arbitration and any other circumstance. In case of an anticipated conclusion of the proceedings, lower fees than the minimum provided for in the Schedule may be determined. Lower or higher fees may be determined in exceptional cases.

7. The fees of the expert witnesses of the Arbitral Tribunal shall be determined in equity, also taking into account the schedule of professional fees of the expert, national court schedules of fees and any other circumstance.

8. The expenses of arbitrators and expert witnesses of the Arbitral Tribunal shall be supported by receipts. If such receipts are not produced, the expenses shall be deemed to be included in the fees.

ART. 37 - ADVANCE AND FINAL DEPOSITS

1. When the request for arbitration and the statement of defence are filed, the Executive Director shall direct the parties to make an advance on the costs of the arbitration, setting a time limit for the parties to make it.

2. The Executive Director may direct the parties to make further advances in relation to work done or to any change of the amount in dispute, setting a time limit for these advances.

3. The Executive Director shall direct the balance of the costs of the proceedings based on the final determination of the Administration Council and before the award is filed, setting a time limit for the payment of the balance.

4. The payments contemplated by paragraphs 1, 2 and 3 shall be made by all the parties in equal shares where the Executive Director determines a single value for the dispute, totaling all the claims filed by the parties.

Where the Executive Director determines different values of the dispute in relation to the claims of the parties, it shall direct each party to pay the full amount of the advance relating to its claim, as determined in accordance with paragraphs 1, 2 and 3.

5. For the purpose of these payments, the Executive Director may consider several parties as one, taking into account the manner in which the Arbitral Tribunal is constituted or the mutual interests of the parties.

6. If a party so requests, and gives reasons for this request, the Executive Director

may accept a bank or insurance guarantee for the amounts set at paragraphs 1, 2 and 3, setting terms and conditions.

ART. 38 - FAILURE TO DEPOSIT

1. Where a party fails to lodge an advance as requested, the Executive Director may direct another the other party to make a substitute payment, setting a time limit there for, or may divide the value of the dispute, if it has not already done so, and direct each party to deposit an amount based on the value of its claims, setting a time limit therefore.

2. If any of the advances directed is not made within the time limit set therefore, the Executive Director may suspend the entire proceedings or only the proceedings related to the claim to which the lack of payment relates. The Executive Director shall lift the suspension when the payment is made.

3. Where the parties do not deposit the amount within one month of the notice of the order of suspension under paragraph 2, the Executive Director may declare the closing of the entire proceedings, or the proceedings related to the claim to which the lack of payment relates, without affecting the arbitral agreement.

VII - PROVISIONAL PROVISIONS

ART. 39 - ENTRY INTO FORCE

1. These Rules shall be in force as from 1 January 2014.

2. Unless otherwise agreed by the parties, these Rules shall apply to arbitrations commenced after the date on which the Rules entered into force.

3. Everything that was not mentioned in this law is applied to the applicable rules and statutes in addition to the **UNCITRAL**

4. Everything that was not mentioned in this system (**Arbitration Rules**) is to be applied the rules of the Aluotstral and the statutes of the Chamber

ANNEXE “A”

CRITERIA FOR DETERMINING THE VALUE OF THE DISPUTE

1. The value of the dispute shall be the sum of all the claims filed by the parties that aim at obtaining a declarative order, an order to pay or perform or an order that establishes a new juridical situation.

2. Where a party files primary and subsidiary claims, only the primary claims shall be taken into account for determining the value of the dispute.

3. Where it is necessary to make a preliminary estimate of several alternative claims, rather than subordinate claims, filed by the parties in order to determine the subject matter of a claim or claim for set-off, the value of the dispute shall be determined

on the basis of the sum of these claims.

4. Where a party seeks to ascertain a credit while only seeking a declarative order, an order to pay or perform or an order that modifies the existing juridical situation with respect to a part thereof, the value of the claim shall be the total amount of the credit to be ascertained.

5. The value of a debt claimed as set-off shall not be calculated if it is lower than or equal to the debt claimed by the other party. If it is higher, only the value in excess shall be considered.

6. Where a party modifies the value of its original claims when filing its conclusions, the value of the claims shall be considered with respect to the claims that the Arbitral Tribunal has examined.

7. Where the value of the dispute is undetermined and undeterminable, the Chamber of Arbitration shall determine it in equity.

8. The Chamber of Arbitration may determine the value of the dispute according to criteria other than those provided for in the above paragraphs, where the application of these criteria is manifestly unjust.

ANNEXE “B”

FEES OF THE CHAMBER OF ARBITRATION: INCLUDED AND EXCLUDED

ACTIVITIES

1. The following activities shall be included in the fees of the Chamber of Arbitration indicated in the Schedule of Fees:

a. managing and administering proceedings as defined in the Preamble to these Rules with respect to each body of the Chamber of Arbitration .

b. receiving and transmitting briefs .

c. controlling the formal validity of briefs .

d. convening and hosting hearings on its premises .

e. staff attendance at hearings and taking minutes of the hearings mentioned at point d.

2. The following activities and services are excluded from the fees of the Chamber of Arbitration and shall be paid for separately, if requested :

a. photocopying briefs and documents filed by the parties where the number of copies is insufficient, including the photocopies of documents made by the Executive Director for the expert witness to the Arbitral Tribunal .

b. adding fiscal stamps to briefs where needed .

c. recording of hearings and transcription of tapes .

d. interpretation services .

e. videoconference .

- f. travel expenses for the Executive Director attending hearings held outside the premises of the Chamber of Arbitration .
- g. photocopies of brief and documents in case of collection of the dossier.

CODE OF ETHICS OF ARBITRATORS

ART. 1 - ACCEPTANCE OF THE CODE OF ETHICS

1. An arbitrator accepting a mandate in an arbitration administered by the Palestinian Arbitration Chamber shall act in accordance with the Rules of the Chamber of Arbitration and this Code of Ethics, independent of the party that appointed him.
2. This Code of Ethics shall apply by analogy to expert witnesses to the arbitral body appointed in the arbitral proceedings administered by the Chamber of Arbitration.

ART. 2 - PARTY-APPOINTED ARBITRATOR

A party-appointed arbitrator shall be bound by all the duties under this Code of Ethics throughout the entire course of the proceedings; he/she may contact the party or its counsel regarding the appointment of the President of the Arbitral Tribunal if asked to appoint him/her. The indications given by the party shall not be binding on the arbitrator .

ART. 3 – COMPETENCE

When accepting his/her mandate, the arbitrator shall, to the best of his/her knowledge, be able to perform his task with the necessary competence with respect to his/her adjudicating function and the subject matter of the dispute.

ART. 4 – AVAILABILITY

When accepting his/her mandate, the arbitrator shall, to the best of his/her knowledge, be able to devote the necessary time and attention to the arbitration to perform and complete his/her task as expeditiously as possible.

ART. 5 – IMPARTIALITY

When accepting his/her mandate, the arbitrator shall, to the best of his/her knowledge, be able to perform his/her task with the necessary impartiality characterizing the adjudicating function he/she undertakes in the interest of all parties.

ART. 6 – INDEPENDENCE

When accepting his/her mandate, the arbitrator shall, to the best of his/her knowledge, be objectively independent. He/she shall remain independent during the entire arbitral proceedings as well as after the award is filed, during the period in which annulment of the award can be sought.

ART. 7 - STATEMENT OF IMPARTIALITY AND INDEPENDENCE

1. In order to guarantee his/her impartiality and independence, the arbitrator shall supply the written statement provided for by the Rules of the Chamber of Arbitration when accepting his/her mandate.
2. All doubts as to the opportunity to disclose a fact, circumstance or relationship shall be resolved in favour of disclosure.
3. Where facts, circumstances and relationships that should have been disclosed are subsequently discovered, the Chamber of Arbitration may deem that this fact is a ground for replacing the arbitrator during the proceedings or not confirming him/her in other arbitral proceedings.

ART. 8 - DEVELOPMENT OF THE PROCEEDINGS

The arbitrator shall promote a thorough and expeditious development of the proceedings. In particular, he/she shall decide on the date and manner of the hearings in such a way as to allow for the equal treatment of all parties and the full compliance with the due process of law.

ART. 9 - UNILATERAL CONTACTS

In the entire course of the proceedings, the arbitrator shall refrain from all unilateral contact with the parties or their counsel. Where there is such a unilateral contact, the arbitrator shall immediately notify the Chamber of Arbitration so that the Chamber can inform the other parties and arbitrators.

ART. 10 – SETTLEMENT

The arbitrator may at all stages suggest the possibility of a settlement or conciliation of the dispute to the parties but may not influence their decision by indicating that he/she has already reached a decision on the outcome of the proceedings.

ART. 11 - DELIBERATION OF THE AWARD

The arbitrator shall refrain from any obstructive or non-cooperative behaviour and promptly participate in the deliberation. He/she shall remain free to refuse to sign the award where the decision is taken by majority vote by the Arbitral Tribunal.

ART. 12 – COSTS

1. The arbitrator shall not accept any direct or indirect arrangement on fees and expenses with any of the parties or their counsel.
2. The arbitrator shall be entitled to a fee and reimbursement of expenses as solely determined by the Chamber of Arbitration in accordance with its Schedule of Fees,

which is deemed to be approved by the arbitrator when accepting his/her mandate.
3. The arbitrator shall avoid superfluous expenses that can increase the costs of the proceedings in an unjustified manner.

ART. 13 - VIOLATION OF THE CODE OF ETHICS

The arbitrator who does not comply with this Code of Ethics shall be replaced by the Chamber of Arbitration, which may also refuse to confirm him in subsequent proceedings because of this violation.

No.	Value of Dispute	Fees of PIAC	Fees Sole Arbitrator	Fees Arbitral Panel
1	Untel 5000	150	400	600
2	5001 - 15000	180	500	1200
3	15001 - 25.000	400	800	1800
4	25.001 - 50.000	800	1000	2500
5	50.001 - 100.000	1500	1800	4200
6	100.001 - 160.000	2000	2400	5100
7	160.001 - 250.000	4000	8000	21.000
8	250.001 - 450.000	6500	12.000	27.000
9	450.001 - 750.000	8000	20.000	42.000
10	750.001 - 1.250.000	9.000	27.000	51.000
11	1.250.001 - 2.000.000	10.000	30.000	60.000
12	2.000.001 - 3.000.000	12.000	36.000	66.000
13	3.000.001 - 4.500.000	15.000	40.000	75.000
14	4.500.001 - 7.000.000	18.000	45.000	81.000
15	7.000.001 - 10.000.000	20.000	50.000	99.000
16	10.000.001 - 15.000.000	25.000	60.000	120.000
17	More than 15.000.000	40.000	80.000	150.000

- Fees of the Arbitrators Administrative Expenses includes what the notary earns, the expenses and the services provided by PIAC such as the hall, stationery, prints, copying documents, hospitality,.....etc.
- Expenses of (Experts, Translating, Labs, Locomotion, Examining of the arbitrators,) will be gotten with agreement between the parties of conflict as extra expenses added to the above mentioned expenses.



غرفة التحكيم الفلسطينية الدولية
Palestinian International Arbitration Chamber

Law on Arbitration

Law on Arbitration

No. (3) for the year 2000

The Chairman of the Executive Committee of the Palestine Liberation Organization
President of the Palestinian National Authority

After review of Arbitration Law for the year 1926, as amended, in application in the Gaza Governorates,

And Law on Foreign Arbitration Decisions for the year 1930, as amended, in effect in the Gaza Governorates,

And Arbitration Procedures for the Year 1935, in force in the Gaza Governorates,

And Law on the Enforcement of Foreign Provisions No. (8) for the year 1952 in effect in the West Bank Governorates,

And Arbitration Law No. (18) for the year 1953, in effect in the West Bank Governorates,

And Land Courts Law promulgated on 8 April 1921, particularly Article (8) thereof, applicable in the Gaza Governorates,

And after ratification by the Legislative Council in its session of 3 February 2000 AD,
We promulgated the following law:

Chapter One

Definitions and General Provisions

Article (1)

For the purpose of the application of the provisions of this law, the following terms and expressions shall have the meanings specified hereunder unless otherwise specified:

Arbitration: A means for dispute settlement between the parties to the dispute by presenting the issues in conflict before an arbitration panel to make a decision thereon .

Arbitrator: A natural person who fulfills the tasks of arbitration;

Arbitration Panel: One or more persons who undertake settlement of disputes;

Casting Arbitrator: The arbitrator who makes the arbitration judgment when majority is not achieved .

Expert: Any person qualified in a certain domain and can be consulted to explain technical issues related to his field of specialty that any other person would not be able to perform;

Competent court: A court that is originally competent to review the dispute submitted to the Arbitration Panel in case of local arbitration. If the arbitration taking place in Palestine is international, the competent court shall be the first-instance court within the geographic limits this court is entitled to cover. In case of foreign arbitration, the competent court in registration and implementation of the decisions of arbitration shall be the first-instance court in Jerusalem, capital of the state of Palestine or in the temporary premises there of in Gaza.

Article (2)

Without jeopardizing the provisions of Article (4) of this law, the provisions of this law shall apply in arbitration between natural or legal persons who enjoy legal capacity to hold rights regardless of the nature of the legal relation subject of the conflict, while taking into consideration the international agreements in which Palestine is a signatory member.

Article (3)

For the purposes of this law, arbitration shall be:

1. Local if it is not a matter of international trade and is taking place in Palestine.
2. International if the issues at conflict related to economic, trade or civil issues in the following cases:
 - A.** If the headquarters of the parties in arbitration are in different countries in the time of conclusion of the agreement on arbitration. If any of the parties has several business centers, his headquarters shall be defined as the center that is more closely linked to the agreement on arbitration. If any of the parties has no business center, his place of residence shall be considered.
 - B.** If the issues at conflict included in the agreement on arbitration are linked to more than one country.
 - C.** If the headquarters for the business of each of the parties in arbitration are in the same country upon signature of the agreement on arbitration and that one of the following centers is located in another country.
 - a. the location to make the arbitration as is specified in the agreement on arbitration or as is explained the manner of specification thereof .
 - b. the center for the implementation of an essential part of the commitments arising from the trade or contractual relation between the parties .
 - c. the place that is most linked to the issues at conflict.
3. Foreign if it takes place outside Palestine.
4. Special if it is not organized by an institution specialized in arbitration.
5. Institutional if it is performed via any organization specialized in arbitration and the supervision thereof whether it be in or outside Palestine.

Article (4)

The provisions of this law shall not apply to the following matters:

1. Issues related to public order in Palestine.
2. Issues that cannot be solved by conciliation by law.
3. Disputes related to personal status.

Chapter Two

Agreement on Arbitration

Article (5)

1. The agreement on arbitration is an agreement between two or more parties stipulating for referral of all or some of the conflicts that emanated or may emanate from a specific legal relation whether contractual or not contractual. The agreement on arbitration may be in the form of arbitration clause in a contract or in a separate agreement.
2. The agreement on arbitration must be written.
3. The agreement on arbitration shall be considered written if it includes a text signed by the parties or if it is implied by exchange of letters, telegrams or any other written documents between them.
4. If the agreement on arbitration is made pursuant to the emergence of the conflict, it must include the issues at conflict or it would be void.
5. If the arbitration clause is made on a separate agreement, it shall not be void upon breach, annulment or termination of the contract.
6. The agreement on arbitration may not be revised without approval by the parties or by a ruling from the competent court.

Article (6)

The agreement on arbitration shall not end with the death of any of the parties unless the conflict is related to the person of the party who died.

Article (7)

1. If any of the parties of arbitration initiates any legal action before any court against the other party regarding a matter that was agreed upon to be referred to arbitration, the other party, before debates start on the claim, shall have the right to request from the court to end this procedure. In which case, the court must make this ruling if it is convinced of the validity of the agreement on arbitration.
2. Such legal action as stated here above may not be initiated before commencement and continuation of arbitration procedures or after the arbitration decision is made.

Chapter Three

Arbitration Panel

Article (8)

1. An arbitration panel shall be formed of one or more arbitrators with agreement of parties.
2. If there is no agreement on the formation of a panel for arbitration, each party shall choose an arbitrator and the arbitrators shall choose a casting arbitrator unless the parties agree to proceed otherwise.

Article (9)

Any arbitrator must possess full legal capacity and enjoy all civil rights; he must not be sentenced for any felony or misdemeanor that harms honor or honesty nor can he be in bankruptcy unless he is redeemed .

Article (10)

Without jeopardizing the provisions of this law, if the agreement on arbitration assigns an arbitration organization, the rules of this organization shall apply for the follow up of arbitration procedures, including designation and monitoring of the arbitration panel, specification of necessary cost and the distribution thereof on parties as well as making decisions regarding revocation of the panel or any of its members.

Article (11)

1. Upon request of any of the parties or the arbitration panel, the competent court shall assign a casting arbitrator from the records of arbitrators certified by the Ministry of Justice in the following cases:

A. If the agreement on arbitration provides for referral of the conflict to one arbitrator and that the parties do not reach agreement on the designation thereof .

B. If each party has the right to assign an arbitrator and has not done so.

C. If the arbitrator does not accept to undertake this mission within fifteen days from the date on which he was informed of his selection as arbitrator.

D. If the arbitrator or any of the arbitrators of any of the parties in case of multiple arbitration cannot perform this mission due to loss of capacity or inability and that the parties do not assign a successor thereof.

E. If the arbitrators are to assign a casting arbitrator but do not agree thereon.

F. If the casting arbitrator refuses or is unable to perform arbitration and that the agreement on arbitration does not stipulate for the designation of a successor there of and that the parties do not agree on the nomination of this successor .

2. The court shall make its decision within fifteen days from the date of reporting to the other party through a copy of the claim. The decision of the court shall be irrevocable.

Article (12)

1. Any arbitrator shall prove acceptance of this mission in writing and by signing the agreement on arbitration. He must inform the parties upon acceptance of this mission of any circumstances that may raise doubts about his independence or impartiality.

2. Any arbitrator shall not be allowed, without excuse, to relinquish the procedures of arbitration after accepting to fulfill such mission.

Article (13)

1. It shall not be allowed to request dismissal of any arbitrator unless there are justifiable circumstances that raise doubts about his impartiality or independence. No party in arbitration shall be allowed to dismiss any arbitrator assigned or co-designated thereby if not for causes discovered after the designation of this arbitrator.

2. While taking into account paragraph (1) hereabove, it shall be prohibited to request dismissal of the arbitration panel after hearing the evidence of the parties.

Article (14)

1- If any of the parties in conflict has a reason to request dismissal of the arbitration panel or of any of the members thereof, it must submit a written request within fifteen days from the date it became aware of such reason to the arbitration panel or institution in case of recourse to institutional arbitration.

2- If the request for dismissal is rejected, the submitting party thereof shall have the right to appeal before the competent court within fifteen days from the date of issuance of the decision, in which case the court's decision shall be irrevocable.

3- Any request for dismissal or appeal before the court shall entail suspension of the arbitration procedures until a decision is made regarding the appeal.

Article (15)

1- If the mandate of any arbitrator expires as a result of death, dismissal or quash or for any other reason, a successor thereof shall be appointed in the same manner the first arbitrator was designated or in accordance with the procedures set forth in Article (11) of this law.

2- Arbitration procedures shall be suspended till appointment of a new arbitrator.

Article (16)

The arbitration panel shall be responsible for the settlement of the following matters:

1- Issues related to competence.

2- Issues related to the agreement on arbitration.

3- Requests to dismiss the arbitration panel or any of its members

4- Pleas related to the arbitration presented before it.

Article (17)

The arbitration panel shall have the right to consult with the competent court on any legal aspects emanating in the conflict.

Article (18)

The parties may agree on the procedural rules that must be adopted by the arbitration panel. In the event they do not agree, the arbitration panel shall proceed with the procedures applicable in the place of arbitration.

Article (19)

1- Parties in international arbitration may agree on the law to be applicable in case of conflict. In the absence of such agreement, the arbitration panel shall apply the Palestinian law.

2- In case of international arbitration taking place in Palestine and that the parties do not reach agreement on the law to be applicable, statute rules referred to on regulations regarding conflict in application of laws in the Palestinian law shall apply, taking into consideration that the rules of revenue cannot apply unless they stipulate for application of the Palestinian law. In all cases, the arbitration panel shall take into consideration the customs applicable to the relation between the parties in conflict.

Chapter Four

Arbitration procedures

Article (20)

The arbitration panel shall start operation upon referral of the conflict thereto and its acceptance to arbitration between the parties.

Article (21)

If the arbitration parties do not agree on the place for arbitration, it shall take place in the place determined by the arbitration panel taking into consideration the circumstances of the conflict and the suitability of the place for members, the arbitration panel may hold one or more sessions in any other place it deems fit.

Article (22)

- 1- Arbitration shall take place in Arabic unless the parties agree otherwise. In case of multiplicity of languages, the arbitration panel shall set the language (s) to adopt.
- 2- The arbitration panel may request from any of the parties to submit written documents translated into Arabic or in any of the languages adopted thereby.
- 3- The arbitration panel may have recourse to a certified translator in case of multiplicity of languages of the parties in conflict.

Article (23)

- 1- The plaintiff must within the period set by the arbitration panel send to the defendant and to the arbitration panel a comprehensive written statement explicating his case and the disputed matters, accompanied with copies of any evidence documents.
- 2- (a) The defendant must, within thirteen days from the date he received the statement of the plaintiff and other documents, submit a detailed brief accompanied with evidence documents and send copies of the brief and documents to the plaintiff and arbitration panel.
(b) The arbitration panel may extend the period set forth in paragraph (a) hereabove in the manner it deems fit
- 3- The arbitration panel may at any of the stages of the conflict request from the parties to submit the original of the documents submitted thereto unless the parties of the arbitration agree on accepting only copies of these documents.

Article (24)

The arbitration panel shall set a date to hear the parties and shall inform them of such date in adequate time. The panel may hear the parties or consider the briefs and documents sufficient if the parties agree thereon.

Article (25)

Submission of documents to the person that must be informed thereof shall be made to him in person or to his workplace or usual residence or postal address specified in the arbitration agreement and in the contract regulating this relation unless the parties agree otherwise.

Article (26)

1- If the plaintiff fails to submit the written statement set forth in paragraph (1) of Article (23) of this law without acceptable reasons, the arbitration panel must upon request of the defendant dismiss the case.

2- If the defendant does not submit the brief set forth in paragraph (2) of Article (23) stated hereabove without acceptable reasons, the arbitration panel must upon request of the plaintiff continue the procedures without considering such act as acceptance by the defendant of the pleas of the plaintiff. The arbitration panel may in this case make a judgment in abstentia based on the evidence submitted thereto.

Article (27)

The arbitration panel shall hear evidence of the parties and write down the minutes of each session in a registry signed in accordance with the law in force and shall submit copies thereof to each of the parties upon request.

Article (28)

1- The arbitration panel may upon request thereof or of any of the parties of arbitration summon any witness to testify or to submit any documents.

2- If such witness refuses to appear before the arbitration panel, the panel shall have the right to request from the competent court to summon the witness on the date set therefor.

Article (29)

The arbitration panel may request from the competent court to make a proxy decision to hear the evidence of a witness living outside the area of jurisdiction of the court and unable to appear before it.

Article (30)

The arbitration panel may upon request of any of the parties or by its own decision appoint one or more experts in any matter it determines, in which case each party must submit to such expert any information or document related to this matter.

Article (31)

1- The arbitration panel shall send a copy of the expert's report to all of the parties while providing for an opportunity to question the expert before the arbitration panel in a session set for this purpose.

2- Every party shall have the right to call one or more experts to give their opinion on the matters dealt with in the report of the expert assigned by the arbitration panel.

Article (32)

1- in the event of claim of fraud of any essential document related to the matters of conflict before the arbitration panel, the claiming party shall be requested to prove the claim before competent bodies.

2- The procedures of arbitration shall be suspended until a decision is made regarding the claim of falsification if the claimant proves that he had submitted his claim to the competent bodies within one week from the date he was asked to do so.

Article (33)

The arbitration panel, upon review of the conflict, may issue orders for precautionary or urgent measures it deems fit against any of the parties of arbitration if the agreement on arbitration states for such measures, in which case the ruling made shall have the force of a judgment by the competent court and shall be implemented in the same manner of implementation of judgments and decisions.

Article (24)

The arbitration panel may decide to oblige the parties to payment of any sums it deems fit to cover the expenses incurred by the arbitration provided that the agreement on arbitration states clearly that this principle is acceptable. If the parties or any thereof fails to pay the sums due to the arbitration panel, the panel may request the competent court to issue a ruling therefor.

Chapter Five

Arbitration decisions and appeals

Article (35)

1- Each of the arbitration parties shall have the right to amend or complete its claims or pleas during the arbitration procedures unless the arbitration panel decides to dismiss such right to prevent hindering the settlement of dispute.

2- After completion of evidence of the parties, the arbitration panel shall decide to suspend the case for issuance of judgment while allowing the parties to submit final plea within the period set by the panel.

Article (36)

The parties in conflict may delegate the arbitration panel to proceed with conciliation among them on the bases of justice. The arbitration panel may upon request of any of the parties or by its own decision suggest a friendly settlement of the dispute.

Article (37)

If the parties agree before issuance of the arbitration decision to settle the dispute, the arbitration panel shall make a decision to ratify the settlement within the terms agreed upon and shall consider such settlement as a decision of the panel.

Article (38)

1- (a) The arbitration panel must issue the decision settling the dispute within the period agreed upon by the parties.

(b) Unless the parties agree otherwise, the decision must be made within twelve months from the date of commencement of the arbitration procedures. In all cases the arbitration panel may extend this period by a delay not exceeding six months.

2- In the event no arbitration decision is made within the period set forth in paragraph (a) hereabove, any of the arbitration parties may request from the competent court to extend the period of arbitration or to end the arbitration procedures. In which case, the parties shall have the right to file a case with the competent court.

3- The arbitration panel shall made its final decision in the conflict within three months from the date it suspended the case for judgment, and shall have the right to expend this period it such extension is deemed necessary.

4- Arbitration decisions shall be made by unanimity or majority of opinions after debates if the arbitration panel is composed of more than one arbitrator or by decision of the casting arbitrator if no majority is obtained.

Article (39)

1- The arbitration decision shall include summary of the agreement on arbitration, the parties of the arbitration as well as the issues of arbitration, heard and written evidence, claims and the reasons and phrasing for the decision in addition to the date and place of issuance and the signature of the arbitration panel.

2- The arbitration panel shall include in its decision any matters related to fees, expenses and remuneration incurred by the arbitration and the mood of payment the reof.

Article (40)

The arbitration panel shall make its decisions in presence of the parties. If one or more of the parties is absent albeit being informed, the panel shall make its decision in this session and inform the absent party thereof. In which case the decision shall be considered in presentia unless otherwise is agreed by the parties.

Article (41)

Without jeopardizing the provisions of the law, the decision of arbitration or any part thereof may not be published without approval of the parties of arbitration or of the competent court.

Article (42)

1- The arbitration panel may on its own or upon request from any of the parties provided such request is submitted within thirty days from being informed of the arbitration decision or informing the other party, correct any accountancy, written or any other material mistakes that occurred in its decision. This correction shall be made on the original copy of the decision and shall be signed by the arbitration panel.

2- The correction must be made within thirty days from the date of issuance of judgment if the correction is to be made by the same panel, within thirty days from receiving the request for correction if the correction is to be made upon request of any of the parties.

3- The arbitration panel may upon request submitted by any of the parties within thirty days after being informed of the arbitration decision and provided that the other party is informed, explain specific points stated in the arbitration decision or in any parts thereof. If the arbitration panel is convinced of the request to explain, it shall make its decision within thirty days from the date it received the request, in which case, the decision of explanation shall be considered complementary to the

arbitration decision it explains and shall be subject to the same provisions.

4- If the arbitration panel cannot convene in reason of death or illness of any of the arbitrators, the competent court shall dissolve the arbitration panel unless is other wise explicitly specified.

Article (43)

All of the parties of arbitration shall have the right to appeal against the decision of arbitration before the competent court for any of the following reasons:

1- In the event any of the parties of arbitration does not enjoy all or part of his capacity in accordance with the law governing such capacity unless this party is represented in correct legal manner.

2- If the arbitration panel or any of the members thereof is affected by any cause for loss of capacity before issuance of the decision of arbitration.

3- In case of violation thereof of the public order in Palestine.

4- Repeal of the arbitration agreement or annulment thereof upon termination of duration.

5- Misconduct by the arbitration panel or violation of what the parties had agreed on regarding application of legal rules on the issues in dispute or in the event the panel does not abide to the agreement or issues of arbitration.

6- If the decision of arbitration is considered null or if the procedures thereof are void thus making the decision null.

7- If the decision of arbitration is obtained by fraud or swindle unless the decision had been implemented before discovery of such fraud or swindle.

Article (44)

1- The request to appeal against the arbitration decision shall be submitted to the competent court within thirty days as from the day subsequent to the date on which the decision was made if the arbitration decision is made in the presence of the parties. otherwise the appeal can be made as from the day subsequent to the date on which the parties were informed of the decision.

2- If the appeal to the arbitration decision is based on paragraph (7) of Article (43) of this law, the due date for appeal shall start as from the date on which fraud or swindle was discovered.

Article (45)

1- If the period set forth in Article (44) of this law elapses without appeal to the arbitration decision, the competent court shall upon request of any of the parties ratify this decision and make it enforceable, in which case the decision shall be final and implemented in the same way of implementation of courts decisions.

2- If the competent court decides to reject the request for appeal, it shall consider the arbitration decision correct and make it enforceable.

3- If the competent court decides to revoke the arbitration decision, it may if it deems fit, refer the conflict to the arbitration panel again for review of some aspects determined by the court.

Article (46)

Taking into account the provisions of Article (44) of this law, the due dates applicable to the appeal of decisions made by the competent court shall be subject to the rules and procedures of appeal applicable in the court treating the appeal.

Article (47)

After ratification of the arbitration decision by the competent court, it shall have the same power and effect as court decisions and shall be implemented in the manner used to implement any ruling or decision emanating from any court in compliance with the applicable procedures.

Article (48)

Taking into consideration the international agreements adhered by Palestine and the laws in effect in Palestine, the competent court may, even upon its own consideration, refuse to implement a foreign arbitration decision in any of the two following cases:
5- Misconduct by the arbitration panel or violation of what the parties had agreed on regarding application of legal rules on the issues in dispute or in the event the panel does not abide to the agreement or issues of arbitration.

6- If the decision of arbitration is considered null or if the procedures thereof are void thus making the decision null.

7- If the decision of arbitration is obtained by fraud or swindle unless the decision had been implemented before discovery of such fraud or swindle.

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1- The request to appeal against the arbitration decision shall be submitted to the competent court within thirty days as from the day subsequent to the date on which the decision was made if the arbitration decision is made in the presence of the parties, otherwise the appeal can be made as from the day subsequent to the date on which the parties were informed of the decision.

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Article (48)

Taking into consideration the international agreements adhered by Palestine and the laws in effect in Palestine, the competent court may, even upon its own consideration, refuse to implement a foreign arbitration decision in any of the two following cases:

- 1- if the decision violates public order in Palestine.
- 2- if the decision is not conform to the international treaties and agreements applicable in Palestine.

Article (49)

Any party convicted by a foreign arbitration decision may request from the competent court to stop implementation of the decision of arbitration based on any of the following reasons:

- 1- if this party proves to the court validity of any of the reasons set forth in Article (43) of this law.
- 2- If it proves that the decision was nullified or the implementation thereof was suspended by any of the courts in the country in which the decision was made.
- 3- If the convicted party proves that the decision to be implemented was appealed in the country in which it was made and that no settlement has been reached regarding the appeal, in which case the competent court must suspend registration of the decision till issuance of a ruling regarding the appeal thereto.
- 4- If any of the courts in Palestine had issued a verdict that contradicts with the decision in a case filed between the same parties regarding the same matter and facts of conflict.

Article (50)

Any party requesting implementation of any foreign arbitration decision must submit to the competent court the following items:

- 1- the foreign arbitration decision ratified by the Palestinian political representative or consul if any.
- 2- The decision must be translated into Arabic by a legal translator certified by the competent bodies, and the translation must be ratified by the political or consular representative of the country of the party requesting the registration. Or, the decision must be translated by a Palestinian legal sworn-in translator.

Article (51)

The party convicted shall be sent a copy of the execution order and annexes thereof in accordance with applicable procedures.

Article (52)

The convicted party may, upon receipt of the execution order in compliance with applicable procedures, submit a brief to the court within thirty days from the date on which it was informed. The other party shall be informed by a copy of the brief in accordance with applicable procedures.

Article (53)

The decision of the competent court to implement or reject a foreign arbitration decision shall be revocable by appeal within thirty days from the date subsequent to the day on which it was issued if it was made in presence of the parties or on the next day after the date on which it was informed to the parties in case of decision in absentia.

Chapter Six

Final provisions

Article (54)

The Minister of Justice shall issue the decisions, guidelines and rulings related to the list of certified arbitrators set forth in Article (11) of this law.

Article (55)

The Ministerial Cabinet shall issue the regulations and decisions necessary for the implementation of the provisions of this law within a period not exceeding six months after the date of the publication thereof.

Article (56)

The provisions of this law shall apply to any arbitration undergoing upon enforcement of this law and that it was not suspended for judgment therein.

Article (57)

Any provisions that contradict with the provisions of this law shall be repealed.

Article (58)

All competent bodies, each within the limits of its jurisdiction, shall implement the provisions of this law, which shall come into effect thirty days after its publication in the official gazette.

Promulgated in the City of Gaza on 5th April 2000, that is 1st Muharam 1421
Hegira.

Yasser Arafat

Chairman of the Executive Committee of the Palestine Liberation Organization
President of the Palestinian National Authority

