

RULES FOR CONCILIATION AND ARBITRATION

OF

THE PERMANENT COURT OF ARBITRATION

OF

**THE MAURITIUS CHAMBER OF COMMERCE AND
INDUSTRY**

INTRODUCTION

The present Rules for Conciliation and Arbitration of the Permanent Arbitration Court of the Mauritius Chamber of Commerce and Industry (MCCI) provide for a flexible, quick and efficient procedure in order to settle any business dispute either in the international or in the domestic field.

The Rules shall apply if the parties to the dispute have validly foreseen in their agreement a recourse to the MCCI Arbitration Court. If they have not foreseen such an Arbitration clause in their agreement, they may notwithstanding, refer to the present Rules by adopting an arbitration agreement (compromis d'arbitrage) once the dispute arises; this arbitration agreement shall give exclusive competence to the MCCI Arbitration Court to settle the case.

Arbitration Model – Clause to be included in any commercial contract

It is recommended that the following model clause be used.

“All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the Permanent Commercial Arbitration Court of the Mauritius Chamber of Commerce and Industry by ... (one or three) Arbitrator(s) appointed in accordance with the said rules.”

If the contract is an international one, the parties should particularly foresee the applicable law, the venue and the language of Arbitration.

THE MAURITIUS CHAMBER OF COMMERCE AND INDUSTRY

RULES FOR OPTIONAL CONCILIATION

PREAMBLE

An amicable settlement is a desirable solution to domestic and international commercial disputes. To assist all parties concerned in reaching such settlement, the Mauritius Chamber of Commerce and Industry (MCCI) is pleased to provide the following Rules for optional Conciliation.

SECTION 1

Any commercial dispute of a domestic or international nature may be subject to Conciliation by a sole Conciliator appointed by the Permanent Secretariat of the MCCI.

SECTION 2

Any party wishing to have recourse to Conciliation shall apply to the Permanent Secretariat of the MCCI Court of Arbitration stating briefly the subject matter of his application and enclosing the processing fees provided under Schedule 1.

SECTION 3

The Permanent Secretariat shall inform the other party concerned of the application as soon as possible. The other party is requested to inform the Secretariat within 15 days of his intention to accept or refuse the Conciliation procedure.

If the requested party accepts the Conciliation procedure, he shall inform the Permanent Secretariat of his acceptance within the prescribed time limit.

In the absence of any reply within the time limit or in case of a negative reply, the request for Conciliation is deemed rejected and the Permanent Secretariat shall inform the applicant of the rejection in a timely manner.

SECTION 4

On being informed of the acceptance of the request for Conciliation, the Permanent Secretariat shall appoint a Conciliator as soon as possible. It shall inform the parties of the appointment and require the parties to make their submissions within a definite period of time.

The Conciliator is appointed from amongst persons whose names appear on the list of Arbitrators or Experts approved by the MCCI.

SECTION 5

The Conciliator will assist in such manner as he deems fit the Conciliation process in accordance with principles of impartiality, fairness and natural justice.

He shall determine with the consent of the parties the place where the Conciliation proceedings will be held.

He may at any time during the Conciliation process require any party to provide him with additional information which he deems necessary.

The parties may, if they so wish, be assisted by a person of their choice.

SECTION 6

The Conciliation process is of a strictly confidential nature, and any person involved in any capacity whatsoever shall not disclose any information relating to such Conciliation.

SECTION 7

Conciliation proceedings shall terminate in the following cases :-

- (a) signing of an agreement between the parties. The parties shall be bound by such agreement which remains confidential unless its implementation imposes disclosure of its contents;
- (b) a declaration signed by the Conciliator stating that Conciliation attempts have failed, but the Conciliator shall not have to state the grounds for making this declaration, or

- (c) notice to the Conciliator at any time during the Conciliation process, by one or both parties, of the decision to discontinue the proceedings.

SECTION 8

Following termination of the proceedings the Conciliator shall communicate to the Permanent Secretariat either the agreement signed between the parties or the declaration made under section 7(b), or the decision to discontinue under section 7(c).

SECTION 9

At the commencement of the proceedings the Permanent Secretariat shall determine in the light of the nature and importance of the dispute the amount to be paid by the parties in equal shares to enable the Conciliation process to be set in motion.

This amount shall cover the following :

- the fees and expected expenses to be incurred in relation to the Conciliation, and
- administrative costs including the processing fees as per schedule 1.

In the event that during the course of the proceedings the Permanent Secretariat considers that the initial amount already paid will not cover all the costs, the Permanent Secretariat shall call on the parties to make additional payments and the parties shall make such payments in equal shares.

After proceedings have been terminated the Permanent Secretariat make a final determination of the fees and administrative costs of the proceedings and inform the parties of same in writing.

The fees and administrative costs are borne by the parties in equal shares, unless there is an agreement to the contrary.

Any other expense incurred by a party shall be borne by that party.

SECTION 10

Except with the agreement of the parties, the Conciliator shall not act as Arbitrator, representative or counsel for any of the parties in judicial or arbitral

proceedings relating to a dispute which was the subject of Conciliation proceedings before him.

The parties further undertake expressly not to call the Conciliator as a witness in such proceedings.

SECTION 11

The parties undertake not to adduce evidence under any form in arbitral or judicial proceedings of :

- (a) views expressed or proposals made by the other party regarding any possible resolution of the dispute;
- (b) proposals made by the Conciliator;
- (c) the preparedness of one party to accept an agreement proposed by the conciliator.

THE MAURITIUS CHAMBER OF COMMERCE AND INDUSTRY

ARBITRATION RULES

PREAMBLE

- (1) The Mauritius Chamber of Commerce and Industry (MCCI) which has amongst its objectives the facilitation of commercial and industrial activities has noticed the continuing expansion of these activities in Mauritius, in the Southern African region and in Indian Ocean coastal States. Mauritius has become a regional trade centre and a gateway to other markets.
- (2) The Mauritius Chamber of Commerce and Industry, conscious of the specific and complex nature of commercial disputes, both of a domestic or of an international nature that may arise, has decided to set up a Permanent Court of Arbitration, operating under its aegis. The Court of Arbitration will benefit from the organisational facilities of the MCCI and its knowledge of local and international business.
- (3) The main objective of these Arbitration Rules is to provide economic agents, individuals or corporate bodies, or public sector organisations the means to

initiate arbitral proceedings which would satisfy the needs of promptness and efficiency, and be in compliance with business requirements.

CHAPTER ONE

GENERAL PROVISIONS

SECTION 1

A Court of Arbitration (hereinafter referred to as “the Court”) is established by the Mauritius Chamber of Commerce and Industry (MCCI) situated at 3, Royal Street, Port-Louis. The Court shall be governed by, and shall act in accordance with the rules of the MCCI and these Arbitration Rules.

SECTION 2

The Permanent Secretariat of the Court (hereinafter referred to as the “Permanent Secretariat”) shall ensure compliance with the Arbitration Rules and the proper conduct of arbitral proceedings.

It shall also be responsible for administrative and financial matters of the Court.

SECTION 3

All proceedings before the Court shall be strictly confidential.

Neither the parties nor their representatives or Counsels nor the Arbitrator or Experts may disclose any matter pertaining to the arbitral proceedings.

SECTION 4

A list of approved Arbitrators is established by the Permanent Secretariat and the President of the MCCI.

The list shall consist of two parts, the first one setting out the names of Arbitrators who may determine domestic disputes, and the second one those of Arbitrators who may determine disputes of an international nature, each of them in alphabetical order.

The list shall be regularly updated and communicated to any interested person and shall also be available for consultation at the offices of the MCCI.

Any individual person, irrespective of nationality, may be included in the list of Arbitrators at the sole discretion of the Permanent Secretariat and the President of the MCCI.

The parties to any dispute submitted to the Court must appoint the Arbitrators from amongst persons whose names appear on the list established under this Section.

The approved Arbitrators shall comply with the Code of Conduct for International Arbitrators adopted by the International Bar Association.

SECTION 5

A list of approved Experts is established by the Permanent Secretariat and the President of the MCCI.

The list shall be established for different specialist areas and shall be regularly updated. It shall be communicated to any interested person and may also be consulted at the offices of the MCCI.

Any individual person, irrespective of nationality, may be included in the list of approved Experts at the sole discretion of the Permanent Secretariat and the President of the MCCI.

However, the Arbitral Tribunal may appoint an Expert either from the approved Expert list, or from outside this list.

SECTION 6

Any person appointed as Arbitrator or Expert in connection with any arbitral proceedings shall disqualify himself if his present or past relationship with the parties or Counsel may affect his independence.

In case the Expert or Arbitrator has any doubt as to whether the situation requires that he disqualifies himself, he may seek the views of the Permanent Secretariat thereon.

In case the appointed Arbitrator or Expert disqualifies himself, he shall inform the Permanent Secretariat by registered post and the Secretariat shall then inform the other Arbitrators or Experts concerned and the parties.

An Arbitrator or Expert may be challenged by any of the parties if it is established that his past or present relationship with any of the parties or their Counsel may affect his independence.

The party challenging any of the Arbitrators or Experts shall inform the Permanent Secretariat by registered post of the challenge within fifteen days of his receiving notification of the appointment of the Arbitrator or Expert.

The Permanent Secretariat shall after consultation with the President of the MCCI inform the other Arbitrators or Experts concerned and the parties, of whether the challenge is upheld or rejected.

In case an Arbitrator or Experts resigns, either on his own initiative or following a joint decision of the President of the MCCI and the Permanent Secretariat, the latter shall, after consultation with the President of the MCCI, appoint another Arbitrator or Expert from amongst persons whose names appear on the lists established by the Court.

CHAPTER TWO

APPLICATION TO THE COURT

SECTION 7

A request for Arbitration may be made to the Court, based either on a ‘clause compromissoire’ already included in a contract, or else on a ‘compromis d’arbitrage’ drafted after the dispute arose.

If parties to a dispute agree to submit the dispute to arbitration by the Court in accordance with these Arbitration Rules, the dispute may be heard either by a sole Arbitrator or by a panel of three Arbitrators (in either case hereinafter referred to as the “Arbitral Tribunal”). In case the parties do not express an agreed preference, the Permanent Secretariat shall after consultation with the parties determine the number of Arbitrators.

SECTION 8

All documents and submissions and any correspondence, memorandum or evidence submitted by the parties must be addressed to the Permanent Secretariat in sufficient number of copies for all parties, Arbitrators and Experts.

All notices or communications from the parties to the Permanent Secretariat or the Arbitrators shall be valid only if made in writing and receipt thereof is acknowledged, or if they are sent by registered post to the Permanent Secretariat which shall then despatch same to all those concerned at their known addresses.

Any period of time specified in these Rules begins to run on the day following the date a notification or communication is effected in accordance with this section, unless that day is a non-business day in the country where it is effected, in which case it starts to run on the first subsequent business day there following that date. Official holidays and non-business days are otherwise included in all computations of time.

SECTION 9

Any person wishing to submit a dispute to the Court shall make an application to the Permanent Secretariat, MCCI Court of Arbitration, 3, Royal Street, Port-Louis, Mauritius.

The application shall contain the following information and documents :

- (a) the full names, descriptions and addresses of the parties;
- (b) a summary of the applicant's contentions;
- (c) the Agreement containing the Arbitral clause or an Agreement between the parties to submit the dispute through MCCI Arbitration Rules;
- (d) any document or information likely to establish the circumstances in which the dispute arose;
- (e) the designation of the first Arbitrator if the dispute is to be submitted to a panel of three Arbitrators or of the sole Arbitrator if the dispute is to be submitted to a sole Arbitrator;
- (f) the designation, if necessary, of the venue and the language of Arbitration.

The application shall be accompanied by the processing fee prescribed under schedule 1.

The application shall be registered by the Permanent Secretariat which shall then transmit same along with the documents submitted to the other parties.

The date on which the other party received such notice shall be deemed to be the date on which the arbitral proceedings have commenced.

The lodging of such an application with the Court shall suspend the application of any contractual limitation period.

SECTION 10

The respondent shall within 21 days from the date on which notice of the arbitral request is received by him state to the Permanent Secretariat his comments regarding the arbitral request accompanied with the following information and documents :

- (a) his full names, descriptions and addresses;
- (b) a summary of his defence statement and, if any, his counter claims;
- (c) an agreement including the Arbitration clause or a specific Arbitration agreement;
- (d) any document or information likely to establish the circumstances in which the dispute arose;
- (e) a statement of acceptance or refusal of the proposals made by the applicant regarding the number of Arbitrators and their designation;
- (f) -if the dispute is to be submitted to a panel of three Arbitrators, the designation of an Arbitrator;

-if the dispute is to be submitted to a single Arbitrator, a statement as to whether he accepts the applicant's proposal, and, if not, the designation of an alternative Arbitrator from the appropriate list.

Failure by the respondent to serve notice to the Permanent Secretariat within 21 days, shall not necessarily prevent continuation of the Arbitral proceedings. The Permanent Secretariat shall after due consultation with the MCCI President and

the applicant decide whether to set up the Arbitral Tribunal and proceed with the case.

SECTION 11

The Arbitrator/s shall be appointed within 21 days following lodging of the respondent's notice.

If the parties agree on the appointment of a particular sole Arbitrator, he shall be appointed as sole Arbitrator.

If the parties agree to submit the dispute to a sole Arbitrator but cannot agree on the appointment of any particular Arbitrator, the latter shall be appointed by the Permanent Secretariat from amongst persons whose names appear on the list of approved Arbitrators.

If the parties agree that a panel of three Arbitrators shall be appointed, the Arbitral Tribunal shall consist of the two Arbitrators appointed by the parties, in the application and notice of the respondent respectively, and of a third Arbitrator appointed by the first two Arbitrators designated by the parties, from amongst the list of persons whose names appear on the list of approved Arbitrators, and the third Arbitrator shall be Chairman of the Tribunal.

In the event that the required appointments are not made by the parties or the Arbitrators within 14 days following the lodging of the notice of the respondent with the Permanent Secretariat, the appointment/s shall be made by the Permanent Secretariat from amongst the list of persons named in the list of approved Arbitrators.

SECTION 12

In the event that an Arbitrator is to be replaced following the death or incapacity or the successful challenge of an Arbitrator, or for any other reason, a new Arbitrator shall be appointed by the Permanent Secretariat.

The appointment shall be made by the Permanent Secretariat after consultation with the President of the MCCI.

The modalities of the proceedings' resumption shall be at the Arbitral Tribunal's discretion.

SECTION 13

In case of the parties raises any objection about the applicability or validity of the arbitral clause, the Arbitral Tribunal shall determine whether it has jurisdiction in the matter.

CHAPTER THREE

PROCEDURE

SECTION 14

The parties shall determine the place and the language of the arbitral proceedings either in their arbitral clause or agreement or in their respective application and notice of the respondent.

In case the parties do not agree on this, the Permanent Secretariat shall after consultation with the parties, determine the appropriate place and/or language of the Arbitration before the appointment of the Arbitrator/s.

SECTION 15

The Arbitral Tribunal shall apply the substantive law which the parties have designated as the governing law of their Contract or in the absence of such designation, the law which it finds applicable in accordance with the rules of conflict of laws which it deems appropriate.

The Arbitral Tribunal may act as an “amiable compositeur” only with the express agreement of the parties.

SECTION 16

The parties may initiate judicial proceedings to obtain any order which the Arbitral Tribunal is unable to grant.

Recourse to such proceedings by any party shall not constitute a breach of the agreement to submit to Arbitration or be construed as causing any prejudice to the powers of the Arbitral Tribunal.

The Permanent Secretariat shall be informed immediately of any recourse to a judicial authority and of any order obtained from the judicial authority and shall subsequently inform the Arbitral Tribunal of the same.

SECTION 17

The Permanent Secretariat shall inform the Arbitrator/s and the parties of the appointment of the Arbitral Tribunal. The Permanent Secretariat shall at the same time communicate the respondent's statement of defence to the applicant.

The respondent may include in his statement of defence a counter-claim but only where the subject matter of his counter-claim is within the scope of the Arbitration clause or agreement upon which the original request for Arbitration is based. If a counter-claim is made, the applicant shall have 21 days from the date on which the statement of defence is communicated to him to submit his reply to the Arbitral Tribunal.

The Arbitral Tribunal shall, subject to these present Rules and to the rules of natural justice, have control of the Arbitral proceedings and shall after consultation with the parties give all necessary directions to ensure a speedy and economical determination of the issues between them.

Such directions of the Arbitral Tribunal may include orders for the submission of further pleadings or further particulars of pleadings, discovery of relevant documents, reports of Experts, testimony or appointment of Experts by the Arbitral Tribunal, the filing and exchange of witnesses' statements before hearing and their production in evidence and for the holding of one or more preliminary meetings of the Tribunal with the parties.

Subject to section 18, the directions given by the Arbitral Tribunal shall include the fixing of a date for the hearing of any oral testimony and of oral submissions by the parties.

SECTION 18

After examining all pleadings, memoranda and other documents exchanged between the parties and documents filed as part of the records, the Arbitral Tribunal shall hear oral submissions by the parties at the request of any one of them or may do so on its own initiative.

In the event that one of the parties duly summoned fails to appear before the Arbitrator/s, the latter may after ascertaining from the Permanent Secretariat that the summons was communicated to the party at his last known address and in the absence of any valid excuse continue the proceedings which shall be deemed to have taken place in presence of both parties.

SECTION 19

Subject to these Rules, the Arbitral Tribunal determines the procedure for the hearings which shall be held in presence of both parties.

Any person not connected with the proceedings shall not be admitted to the hearings except with the consent of the Arbitrator/s and the parties.

The parties may appear before the Arbitrator/s in person or through their duly empowered representative. They may be assisted by any person of their choice.

SECTION 20

The Arbitral Tribunal determines the rules of procedure which shall govern the arbitral proceedings in accordance with the agreement between the parties and these Rules. In the absence of any relevant provision in the agreement or the Rules the Arbitrator/s may apply such rules as may be provided in a domestic law relating to arbitration. In determining the rules of procedure, the Arbitrator/s shall ensure that the parties are treated equally and that they are be given the opportunity to make submissions at all stages of the proceedings.

The Arbitrator/s may also whenever appropriate refer to the Complementary Rules of Evidence in International Arbitration adopted by the International Bar Association.

The Arbitral Tribunal may at any time in the course of the proceedings, at its own initiative or at the request of one or both parties, call for one or more witnesses or experts or the production of any document.

The parties shall be given opportunity to cross-examine witnesses.

The Arbitral Tribunal may also at any time during the proceedings, either at its own initiative or at the request of one of the parties, call for any report that is deemed necessary. The Tribunal shall in such a case state the conditions and the manner in which the report will have to be prepared and set a time limit for submission of same.

The Arbitral Tribunal shall also determine the amount of such fees as will have to be paid to obtain the expertise by both parties or one of them, and fix the date for payment of such fees. The report shall not be binding on the Arbitrator/s who may

subsequently, either at their own initiative or at the request of the parties or of one of them, ask for an additional report or a counter-report.

SECTION 21

The Arbitral Tribunal may at its sole discretion and without giving any reasons extend any time limits set for hearing of witnesses or production of reports or filing of additional pleadings.

However the aggregate of such extension should not exceed 60 days except for reports, additional reports or counter-reports for which the Arbitral Tribunal shall decide to grant such extension as may be required.

In any event the Arbitral Tribunal shall give an award no later than 6 months from the date on which the first notice of reply is served by the respondent. This 6-months period may exceptionally be extended in the two following cases :

- unanimous agreement of the parties or
- express authorisation of the Permanent Secretariat

In the second case, the extension shall be limited to 6 months only.

CHAPTER FOUR

ARBITRAL AWARD

SECTION 22

The Arbitral Tribunal shall submit a draft of the proposed award to the Permanent Secretariat which may call for changes in form and, without any prejudice to the independence of the Arbitrator/s, draw its attention to matters of substance.

SECTION 23

The arbitral award shall state the reasons for the decision.

The award shall be communicated to the Permanent Secretariat within 30 days following the close of the hearings.

If the proceedings take place before a panel of three Arbitrators, the decision shall be made by a majority of Arbitrators, but if there is no majority, the decision shall be made by the Chairman of the Arbitral Tribunal solely.

SECTION 24

The arbitral award shall be signed by the Arbitrator/s and shall state the full names of the Arbitrator/s and the date on which the award has been made.

In the event that a dissenting Arbitrator fails to sign the award, the other Arbitrators shall make a statement to that effect in the award. This refusal shall have no effect regarding the validity of the award.

The Permanent Secretariat shall communicate the award to the parties by registered post.

SECTION 25

The Arbitral Tribunal shall state in the award which of the parties shall bear the costs of the arbitral proceedings and in what proportions, if any.

The costs shall include the Arbitrator/s fees, the administrative costs of the Court and the Expert's fees, if any. The Arbitral Tribunal may at its own discretion consider the normal expenses incurred by one or both parties and state in the award the party or parties to bear such expenses.

In case no amount payable is outstanding, the Permanent Secretariat shall communicate the award to the parties within three days after its signature.

In case any amount of costs payable remains outstanding, the parties will be informed that an award has been given. The amount still outstanding as well as the respective liabilities of the parties regarding the amount still unpaid will be transmitted to them.

The award is communicated to the parties within three days of full settlement of the unpaid amount.

SECTION 26

The award shall be final and shall not be subject to review by any other jurisdiction, save for any review that may be provided by law and which cannot be waived by the parties.

The award shall be immediately enforceable by the parties unless the Arbitral Tribunal provides otherwise.

CHAPTER FIVE

ARBITRATION COSTS

SECTION 27

The cost of arbitral proceedings before the Court shall consist of the following :

- administrative costs, including Arbitration Court submissions;
- Arbitrator/s fees;
- Expert/s fees, if any.

The processing fee prescribed under Schedule 1 and payable at the time of application shall not be refundable and shall be deemed to be a down payment on administrative costs.

SECTION 28

The Permanent Secretariat shall determine the advance payments to be made to cover administrative costs and the fees of Arbitrator/s and Expert/s if any, on the basis of the scale of costs and fees prescribed by the Court under Schedule 1.

In case the application is followed by one or more counter-application, the Permanent Secretariat may require separate advance payments for the main application and the counter-application/s.

SECTION 29

The advance payments required shall be paid in equal proportion by the applicant and respondent.

However, the total amount payable either for the main application or the counter application/s may be paid by one of the parties in case of default by the other party.

SECTION 30

The Arbitral Tribunal shall determine the final costs covering administrative fees and Arbitrators/Experts fees on the basis of the scale of costs and fees prescribed under Schedule 1, after consultation with the Permanent Secretariat.

SCHEDULE 1

SCALE OF ARBITRATION AND CONCILIATION COSTS (April 15th, 2006)

A. ONE ARBITRATOR FEES

Sum in dispute (USD)		Fees (USD)		
Up to	50,000	1,500		
From	50,001 to 100,000	1,500	+ 2%	of the sum above 50,000
From	100,001 to 400,000	2,500	+ 1%	of the sum above 100,000
From	400,001 to 800,000	5,500	+ 0,75%	of the sum above 400,000
From	800,001 to 1,500,000	8,500	+ 0,50%	of the sum above 800,000
From	1,500,001 to 3,000,000	12,000	+ 0,40%	of the sum above 1,500,000
From	3,000,001 to 5,000,000	18,000	+ 0,30%	of the sum above 3,000,000
From	5,000,001 to 10,000,000	24,000	+ 0,10%	of the sum above 5,000,000

If the sum in dispute is above 10 million USD, the Court shall decide.

B. ONE EXPERT FEES: 250 USD per man-hour.

C. TRAVEL AND ACCOMMODATION EXPENSES FOR ARBITRATORS AND EXPERTS

- For the sole Arbitrator Tribunal, the Chairman, and the Arbitrator appointed by the Permanent Secretariat, their expenses shall be borne evenly by the parties.
- In case of a 3 Arbitrator Tribunal, each party shall bear solely the expenses of the Arbitrator appointed by him.
- Each party shall bear the expenses of the Expert/s he requests the Arbitral Tribunal to appoint.
- In case the Expert/s is appointed by the Permanent Secretariat, or at the Arbitral Tribunal's own initiative, the expenses shall be borne evenly by the parties.

D. ADMINISTRATIVE EXPENSES

Sum in dispute (USD)		Administrative expenses (USD)			
Up to	50,000	1,500			
From	50,001 to 100,000	1,500	+	1%	of the sum above 50,000
From	100,001 to 400,000	2,000	+	0,50%	of the sum above 100,000
From	400,001 to 800,000	3,000	+	0,40%	of the sum above 400,000
From	800,001 to 1,500,000	4,600	+	0,30%	of the sum above 800,000
	1,500,001 to 3,000,000	6,700	+	0,20%	of the sum above 1,500,000
	3,000,001 to 5,000,000	9,700	+	0,10%	of the sum above 3,000,000
	5,000,001 to 10,000,000	11,700	+	0,05%	of the sum above 5,000,000

If the sum in dispute exceeds 10 million USD, a lump sum of 15,000 USD shall be paid for the whole administrative costs.

E. CONCILIATION AND ARBITRATION COURT SUBMISSIONS

Advance payment : - conciliation request : 650 USD
 - arbitration request : 650 USD

F. CONCILIATION COSTS

The conciliator's fees and administrative expenses represent 50% of the rates applicable to Administrative fees and Arbitrators fees in Arbitral proceedings as per paragraphs A and D of the present scale.