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The Addis Ababa Chamber of Commerce and Sectoral Associations
Arbitration Institute



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Adjudication Rules

September 14, 2007

TABLE OF CONTENTS

PART I

General Provisions

<u>Article</u>	<u>Page</u>
1. Designation -----	1
2. Definitions-----	1
3. Scope of Application-----	3
4. Roster -----	4
5. Status of Adjudication-----	4

PART II

Commencement of the process of Adjudication

6. Rules Applicable to the Adjudication Proceeding -----	5
7. Language of the Adjudication -----	5
8. Filing and Sending of Cases-----	6
9. Confidentiality-----	6
10. Representation of the Parties-----	7
11. Request for Adjudication-----	7
12. Statement of Defense-----	8

PART III

Operation of the Adjudication procedure

13. Appointment and Number of Adjudicators-----	9
14. Acceptance & Statement of Independence-----	11
15. Challenge of an Adjudicator-----	11

16.	Resignation of an Adjudicator-----	12
17.	Replacement of the Adjudicator-----	12
18.	Constitution of the Adjudicator/s-----	13
19.	Duties and Powers of the Adjudicator-----	13
20.	Hearings-----	14
21.	A New Claim-----	15

PART IV

Determination of Adjudication

22.	Making of the Decision-----	15
23.	Form and Contents of a Decision-----	16
24.	Time Limit for Rendering a Decision-----	17
25.	Filing and Notification of the Decision-----	17
26.	Correction and Interpretation of Determinations -----	17
27.	Admissibility of Decision in Subsequent Proceedings----	18

PART V

Miscellaneous

28.	Remunerations of Adjudicators-----	18
29.	Daily Fee-----	18
30.	Travel Costs and other Expenses-----	19
31.	Payment Arrangements -----	19
32.	Administrative Expenses-----	20
33.	Taxes and Charges-----	21
34.	Waiver of Liability-----	21
35.	Status of the Annexes -----	22
36.	Effective Date -----	22

Adjudication Rules of the **Addis Ababa Chamber of Commerce and** **Sectoral Associations**

WHEREAS, the Addis Ababa Chamber of Commerce and Sectoral Associations, hereinafter the “Chamber,” with a view to meet the business community's demand of settling its construction disputes by means of adjudication, found it necessary to issue these Adjudication Rules;

NOW, THEREFORE, these Adjudication Rules are enacted by the Addis Ababa Chamber of Commerce and Sectoral Associations Board of Directors by virtue of the power delegated to it by the Council pursuant to the Chamber of Commerce and Sectoral Associations Establishment Proclamation No. 341/2003, article 8(1) (e).

Part I

General Provisions

Article 1: Designation

These Rules may be cited as "**The Addis Ababa Chamber of Commerce and Sectoral Associations Adjudication Rules of 2007**".

Article 2: Definitions

Unless the context requires otherwise, in these Rules:

- 1) "**Adjudication**" shall mean a through examination of construction dispute and giving decision by an Adjudicator.

- 2) "**Adjudicator**" shall mean a person (having engineering background) nominated by the parties in the construction dispute or appointed by the Appointing Authority to adjudicate disputes arising under the construction contract as per the procedures provided in these Rules.
 - 3) "**Adjudication Agreement**" shall mean an agreement concluded by parties to a construction contract to refer a dispute arising under the Contract for adjudication under these Rules.
 - 4) "**Adjudicator Appointing Body**" shall mean the Addis Ababa Chamber of Commerce and Sectoral Associations Arbitration Institute (AACCSA AI).
 - 5) "**Contract**" shall mean the construction contract of the parties.
 - 6) "**Technique Court and council**" means the supreme body of the Arbitration Institute designated by the Chamber's Board of Directors.
 - 7) "**Decision**" shall mean any final outcome of the dispute issued in writing by the Adjudicator/s.
 - 8) "**Dispute**" shall mean any disagreement arising out of or in Connection with the construction Contract, which is referred to Adjudication.
 - 9) "**The Institute**" shall mean the Addis Ababa Chamber of Commerce and Sectoral Associations Arbitration Institute.
 - 10) "**Party**" shall mean a party to the construction Contract.
 - 11) "**Referring Party / Claimant**" shall mean the party that requests the Adjudication.
 - 12) "**Responding Party**" shall mean the party that responds to the requested Adjudication.
 - 13) "**Work**" shall mean any of the work or services mentioned in the contractual agreement of the parties.
2. Unless otherwise stated, the masculine gender references shall also serve the feminine gender.

Article 3: Scope of Applications

- 1) These Rules shall apply where the adjudication Clause of the Contract or any agreement between the parties refers to these Rules. A reference in the agreement to the Addis Ababa Chamber of Commerce and Sectoral Association (AACCSA) or a reference to the Chamber of Addis Ababa shall be deemed to a reference to these Rules
- 2) Without prejudice to Sub -Article 1 above, these Rules shall apply where a party files a signed request for adjudication proposing Adjudication under these Rules; and the other party accepts this proposal by a signed statement within the time limit set by the Institute.
- 3) Where the Institute is designated as an Appointing Body of the Adjudicator, these Rules shall apply.

Article 4: Roster

- 1) The Institute shall have a Roster of Adjudicators with their Curriculum Vitae and experience in construction industry to have easy access to an experienced Adjudicator.
- 2) The Adjudicator legible to be registered as Adjudicator in the Roster of the Institute shall fulfill the following.
 - a) A qualification in Civil Engineering, Architecture, Urban Planning or any related field.
 - b) Evidence of his qualification and experience in any of the areas of specialization in sub article 2(a) above and if possible, necessary trainings in adjudicating construction disputes.
 - c) High standard of conduct and good repute in the society and non-convicted for breach of trust.

Article 5: Status of Adjudication

- 1) An Adjudicator decides on disputes referred to him.
- 2) The Decision given by the Adjudicator is binding on the parties upon its receipt. The parties shall comply with it without delay, notwithstanding any expression of dissatisfaction pursuant to Sub-Article 3 of this Article.
- 3) Any party that is dissatisfied with the Decision 14, within 14 days of receiving it, or within the days specified in the contract, whichever lapses latter, send a written notice expressing its dissatisfaction to the other party. Such notice may specify the reasons for such party's dissatisfaction.
- 4) If no party has sent a written notice to the other party and the Adjudicator expressing its dissatisfactions with the Decision within 14 days of receiving it, or within the date specified in the contract, whichever comes later, the Decision shall remain binding on the parties.
- 5) Until the dispute is finally settled by arbitration or otherwise, the parties remain bound to comply with the Decision. If any party fails to comply with a Decision when required to do so pursuant to this Article, the other party may refer the failure itself to arbitration, if there is an arbitration Clause in their contract, if not, to any court of competent jurisdiction.
- 6) If any Party submits such a written notice expressing its dissatisfaction with a Decision, or if the Adjudicator does not issue his decision within the time limit prescribed under Article 25 of these Rules, or if the Adjudicator becomes incapable, dies, or is declared absent, before rendering a Decision, the Dispute at the

discretion of the parties, may be referred to another Adjudicator or be settled by means of arbitration if there is arbitration clause in their Contract, if not, by any court of competent jurisdiction.

Part Two

Commencement of the Process of

Adjudication

Article 6: Rules Applicable to the Adjudication

Proceeding

- 1) The Adjudication proceeding shall be governed by these Rules which may always be supplemented by the rules agreed upon by the parties, if any, and/or the rules set by the Adjudicator/s, if any.
- 2) The principle of due process and equal opportunity to and treatment of the parties shall always be complied with.

Article 7: Language of the Adjudication

- 1) The parties shall agree upon the language of the Adjudication in their Adjudication Agreement.
- 2) In the absence of an agreement by the parties, the Adjudicator/s shall determine the language of the Adjudication.
- 3) The Adjudicator/s may accept submission of documents in a language other than the language of the Adjudication and may order that they be translated in to the language of the Adjudication.

Article 8: Filing and Sending of Cases

- 1) The parties shall file acts and documents with the Institute as follows:
 - a.* One original for the Institute;
 - b.* One for each party,
 - c.* Sufficient copies, which equals the number of Adjudicator[s.]
 - d.* Where the number of Adjudicators is not determined, the Institute shall indicate the number of copies.
- 2) At the same time as the request for Adjudication is filed, the Referring Party shall pay a non-refundable registration fee stated under Schedule I of annex I of these Rules.

Article 9: Confidentiality

- 1) Unless otherwise agreed by the parties, or is required by applicable law, any information obtained by the Adjudicator/s during the course of Adjudication shall be used only for the purpose of Adjudication and shall be treated confidential.
- 2) Unless otherwise agreed by the parties, the Adjudicator shall not act as a judge, an arbitrator, an expert or as a representatives or advisor of any party in any subsequent judicial, arbitration or similar proceedings relating to the dispute.
- 3) Failing express agreement to the contrary, the parties shall be deemed to have undertaken not to appoint any of the Adjudicators as an arbitrator, as an expert, or as an advisor or to be called as a witness, in subsequent disputes of the same case.

- 4) The Adjudicator, the Institute or any party to the dispute shall not disclose to any other person, any information or document provided to it in connection with the Adjudication, which the party supplying it has requested it to be treated confidentially.

Article 10: Representation of the Parties

- 1) Subject to an agreement to the contrary between the parties, or the terms of sub Article 2 of this Article, any party to a dispute may be assisted by or represented by such advisors or representatives as he considers appropriate.
- 2) Unless the Adjudicator directs otherwise, any party to a dispute may not be represented by more than one person during the hearing of oral presentations.

Article 11: Request for Adjudication

- 1) The Claimant shall file a request for Adjudication with the Institute.
- 2) The request shall be signed by the party or by the counselor with power of attorney and shall be accompanied by:
 - a) the name and residence of the parties;
 - b) a description of the dispute and amount involved;
 - c) any support for the claimant's position such as documents, drawings, schedules and correspondences
 - d) the relief or remedy sought;
 - e) the appointment procedure of the Adjudicator and all the necessary indications as to the number and the manner of their selection;
 - f) The rules applicable to the dispute;

- g) all indications, if any, as to the rules applicable to the Adjudication proceedings, the seat and the language of the Adjudication;
 - h) the power of attorney to the council, if already appointed ;
 - i) the Adjudication Agreement.
- 3) The Institute shall forward the request for Adjudication to the Respondent within 5 working days of the filing. The Claimant may forward the request for Adjudication directly to the Respondent provided that the statement is also filed with the Institute
- 4) A request for Adjudication shall be deemed to have been made on the date it was received by the intended recipient or by his representative. Periods of time specified in or fixed under these Rules shall start to run on the day following the date of notification of the request for Adjudication to the Respondent. When the day next following such date is an official holiday or non-business day in Ethiopia, the period of time shall commence on the first following business day.
- 5) The date on which the request for Adjudication is received by the sole Adjudicator or the chairperson of the Adjudication Panel, as the case may be, shall, for all purposes, be deemed to be the date of the commencement of the Adjudication.
- 7) The Parties remain free to settle the Dispute, with or without the assistance of the Adjudicator, at any time.

Article 12: Statement of Defense

- 1) The Respondent shall file its statement of defense with the Institute with in 30 days of receiving the request for Adjudication from the Institute. The Institute may extend this time limit for justified reasons.

- 2) The statement of defense shall be signed by the Respondent or by its counselor with power of attorney, and shall be accompanied by:
 - a. the name and residence of the Respondent;
 - b. a description of its defense;
 - c. any support for the Respondent's position such as documents, drawings, schedules and correspondences;
 - d. the appointment of the Adjudicator and all the necessary indications as to the number or the manner of their selection;
 - e. the evidence, if any, in support of the statement of defense and all the documents that the party deems appropriate to enclose;
 - f. all indications, if any, as to the rules applicable to the merit of the dispute;
 - g. The power of attorney to counselor, if already appointed.

- 2) The Institute shall forward the statement of defense to the Claimant within 5 working days of the filing. The Respondent may forward the statement of defense directly to the Claimant provided that a copy of such statement is also filed with the Institute.

Part III

Operation of the Adjudication Procedure

Article 13: Appointment and Number of Adjudicators

- 1) Where the parties have agreed to have a Sole Adjudicator; they shall jointly appoint the Sole Adjudicator. If the parties fail to appoint a Sole Adjudicator within 8 days of the request for Adjudication, the Sole Adjudicator shall be appointed by the Institute upon the request of any party or as per their Contract.

- 2) Where the parties having agreed to these Adjudication Rules but have not agreed on the number of Adjudicators, the Adjudication shall be seen by sole Adjudicator.
- 3) Where the Adjudication is composed of three Adjudicators, the parties shall jointly appoint the first two Adjudicators. In such cases, the two Adjudicators shall propose the third Adjudicator to the Parties within 8 days following their appointment.
- 4) If the Parties do not appoint the proposed third Adjudicator within 8 days from their receipt of the proposal, or if the two Adjudicators fail to propose the third Adjudicator, the third Adjudicator shall be appointed by the Institute upon the request of any Party. The third Adjudicator shall act as chairperson of the Adjudication.
- 5) When an Adjudicator has to be replaced due to death, resignation or challenge, the substitute Adjudicator shall be appointed in the same way as the earlier Adjudicator had been appointed. All actions taken by the Adjudicator prior to the replacement shall remain valid.
- 6) When the Adjudication is composed of three Adjudicators and one of the Adjudicator is to be replaced, the other two Adjudicators shall continue the proceeding. Prior to the replacement of the Adjudicator, however, the two remaining Adjudicators shall not hold hearings or issue Decisions without the agreement of all of the Parties.
- 7) When appointing an Adjudicator, the Institute shall consider the prospective Adjudicator's qualification, availability, and relevant language skills, as well as any observations, comments or requests made by the parties. The Institute may make the substitution of the Adjudicator from its Roster or from outside.
- 8) Employees of the Institute may not act as an Adjudicator.

- 9) The Institute shall communicate the selection of an Adjudicator to the Referring Party within 10 days of receiving the request for Adjudication.

Article 14: Acceptance and Statement of Independence

- 1) The Institute shall give notice, in writing, to the Adjudicator of his appointment, who shall within 5 days of receiving the notice, give notice of acceptance or rejection of the appointment to the Institute.
- 2) The Adjudicator shall indicate in the statement: of independence:
 - a. any relationship with the parties or with their counselors which may affect his impartiality and independence;
 - b. any personal or economic interest, either direct or indirect, in the subject matter of the dispute;
 - c. any prejudice or reservation as to the subject matter of the dispute as well as the time and duration of the above.
- 3) The Institute shall forward a copy of the statement of independence to the parties. Within 10 days of receiving the statement, each party shall file its written comment with the Institute, if any.
- 4) After expiry of the time limit provided under Sub-Article 3 above, the Adjudicator shall be confirmed by the Institute. If the Adjudicator has filed a statement of independence without considerable qualification and the parties file no comments thereto, in any other case, the Council shall decide on the confirmation.

Article 15: Challenge of an Adjudicator

- 1) Should any Party wish to challenge an Adjudicator on the basis of an alleged lack of independence or otherwise, it may, within 15 days of learning of the facts upon which the challenge is based, submit to the

Institute for a decision upon the challenge including a written statement of such facts.

- 2) The Institute shall forward the challenge to the Adjudicator and the other parties and set a time limit for filing comments, if any. The Council shall decide on the challenge.
- 3) If an Adjudicator is successfully challenged, the resulting vacancy shall be filled following the procedure of the appointment of the replaced Adjudicator.

Article 16: Resignation of an Adjudicator

1. An Adjudicator may resign at any time upon giving a written notice to the Institute.
2. An Adjudicator shall resign when the dispute is the same or substantially the same with the one, which has previously been any other form of ADR by him.
3. Where an Adjudicator gives notice under sub-article one above, he shall be replaced by another Adjudicator. The Institute may copy these documents and provide to the new Adjudicator with documents so that he may continue the Adjudication Proceeding.

Article 17: Replacement of the Adjudicator

- 1) The Adjudicator shall be replaced by another Adjudicator due to one of the following causes:
 - a. he resigns after being appointed;
 - b. he is not confirmed;
 - c. the Council accepts the challenge against the Adjudicator;

- d. the Council removes the Adjudicator for violation of the duties of the Adjudicator under these Rules or on other serious grounds;
 - e. he dies or is no longer able to perform his tasks due to infirmity or other serious grounds;
- 2) The Institute may suspend the Adjudication proceedings for any of the cases stated in sub -Article 1.
 - 3) The Council shall determine the fees, if any, due to the Adjudicator who has been replaced taking into account the work done and the grounds for his replacement.

Article 18: Constitution of the Adjudicator/s

- 1) The Institute shall forward the request for Adjudication and the statement of defense to the Adjudicator/s together with all annexed documents provided the advance payment is made.
- 2) The constitution of the Adjudication Panel shall be formalized in minutes dated and signed by the Adjudicator/s indicating the seat and language of the Adjudication and establishing the modalities and the time limits for further proceedings.

Article 19: Duties and Powers of the Adjudicator

- 1) The Adjudicator shall decide in accordance with the Contract terms and in accordance with the applicable law to the Contract.
- 2) The Adjudicator may take the initiative in ascertaining the facts and the law necessary to determine the dispute. He may request any party to the Contract to supply him with such documents as he may reasonably require including, any written statement from any party to the Contract supporting or supplementing statement of claim /defense and any relevant documents.

- 3) The Adjudicator shall determine the procedure of the Adjudication proceedings. The Adjudicator shall, **inter alia**, have the power to:
 - a) determine the language or languages of the proceedings, due regard being given to all relevant circumstances, including the language of the Contract;
 - b) require the parties to produce any documents that the Adjudicator deems necessary in order to issue a Decision;
 - c) call meetings, site visits and hearings;
 - d) decide on all procedural matters of the Adjudication proceedings.
 - e) question the parties, their representatives and any witnesses they may call, in the sequence it chooses;
 - f) issue Decisions even if a party fails to comply with a request of the Adjudicator;
 - g) take any measures necessary for it to fulfill his function.
- 4) The Adjudicator shall take measures for protecting trade secrets and confidential information:
- 5) Decisions of the Adjudicator regarding the procedures governing the proceedings shall be taken by the sole Adjudicator or, when there are three Adjudicators, by majority vote.
- 6) If the Contract has more than two parties, the application of these Rules may be adapted, as appropriate, to apply to the multiparty situation, by agreement of all of the parties.

Article 20: Hearings

- 1) A hearing regarding a dispute shall be held, unless the parties and the Adjudicator agree otherwise.
- 2) Unless the Adjudicator orders otherwise, hearings shall be held within 15 days of the date on which the sole Adjudicator, or the chairperson of the Adjudication Panel, as the case may be, receives the response.

- 3) In the case of three Adjudicators, hearing shall be held in the presence of all Adjudicators. However, only with the agreement of all of the parties, a hearing may be held with the two remaining Adjudicators, if one of the Adjudicators cannot attend the hearing.
- 4) If any of the parties refuses or fails to take part in the Adjudication proceeding, or at any stage thereof, the Adjudication shall proceed notwithstanding such refusal or failure.
- 5) The Adjudicators shall be in full charge of the hearings.
- 6) The Adjudicators shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.
- 7) The parties shall appear in person or through duly authorized representatives who are in charge of the performance of the Contract.
- 8) The Adjudicator/s may request the parties to provide written summaries of their presentations.

Article 21: A New Claim

- 1) The Adjudicator/s shall decide on the merits of new claims filed by the parties in the course of the proceedings where the new claim is related to the Contract or arises there from.
- 2) The Adjudicator/s shall always allow for a written reply to new claims.

PART IV

Determination of the Adjudication

Article 22: Making of the Decision

- 1) When the Adjudication Panel is composed of three Adjudicators, all Adjudicators shall make every effort to achieve unanimity.

- 2) Any Adjudicator who dissents from the Decision shall give the reasons for such dissent in a separate written report. Dissenting opinion shall not form part of the Decision but shall be communicated to the parties.
- 3) Any failure of an Adjudicator to give such reasons shall not prevent the issuance or the effectiveness of the Decision

Article 23: Form and Contents of a Decision

- 1) Decisions shall be in writing and shall indicate the date on which it issued. It also include the following:
 - a. the parties, and their counselor/s ,if any;
 - b. the Adjudication Agreement;
 - c. the seat of the Adjudication;
 - d. summary of the dispute, the respective positions of the parties and the relief sought or requested.
 - e. the reasons for the Decision;
 - f. a summary of relevant provisions of the Contract:
 - g. a chronology of relevant events:
 - h. a summary procedure followed by the Adjudicator/s ;
 - I. a listing of the submission and documents provided by the parties in the course of the Adjudication proceeding:
 - j. the decision on the costs of the Adjudication, referring to the assessment of the Institute or otherwise agreed, and on the legal cost of the parties;
 - k. The date, place and manner of the deliberation.
 - l. Name and signature of the Adjudicator or Adjudicators
- 2) The Decision shall state the findings of the Adjudicator/s as well as the reasons on which they are based.
- 3) The Decision shall be signed by the Adjudicator/s, or by the majority.

Article 24: Time Limit for Rendering a Decision

The Adjudicator shall issue his Decision within the period stated in the Contract or in any event, within 90 days of the Date of Commencement as defined in Article 16 (5). However, the parties may agree to extend the time limit. In deciding whether to do so, the Parties shall consult with the Adjudicator and shall take into account the nature and complexity of the Dispute and other relevant circumstances.

Article 25: Filing and Notification of the Decision

- 1) The Adjudicator/s shall submit the Decision to the Institute in as many original copies as would equal the number of parties and plus one copy for the Institute.
- 2) The Institute shall forward these original copies of the Decision to each party within 5 working days of the submission.

Article 26: Correction and Interpretation of Decisions

- 1) The Adjudicator(s) on his own initiative may correct a clerical, computational or typographical error, or any errors of a similar nature, contained in a Decision provided such correction is submitted to the parties within 30 days of the date of the receipt of the Decision.
- 2) Any Party may apply to the Adjudicator/s for the correction of an error of the kind referred to under Sub Article 1 or for the interpretation of the Decision. Such party shall make such application to the Adjudicator within 30 days of the receipt of the Decision.
- 3) After receipt of the application by the sole Adjudicator or the Chairman of the Adjudication, as the case may be, the Adjudicator/s shall grant the other party a short time limit from the receipt of the application by that party, to submit any comments thereon.

- 4) Any correction or interpretation of the Adjudicator/s shall be issued within 30 days following the expiry of the time limit for the receipt of any comments from the other party. However, the parties may agree to extend the time limit for the issuance of any correction or interpretation.
- 4) Should the Adjudicator issue a correction or interpretation of the Decision, all the time limits associated with the Decision shall recommence to run upon receipt by the parties of the correction or interpretation of the Decision.

Article 27: Admissibility of Decision in Subsequent Proceedings

Unless agreed otherwise by the Parties, any Decision rendered by the Adjudicator shall not be admissible in any subsequent judicial or arbitral proceedings of the parties of the same case the Decision was issued.

PART V

MISCELLANEOUS

Article 28: Remunerations of Adjudicators

- 1) The Adjudicator/s fee may be determined on hourly basis or on a lump sum basis.
- 2) Unless otherwise agreed by the parties, when there are three Adjudicators all Adjudicators shall receive the same fee.
- 3) The parties shall equally share all costs and expenses of the Adjudication.

Article 29: Daily Fee

In case the fee is determined on hourly basis, unless agreed otherwise, the Adjudicator shall be paid ETB 200.00 (Two hundred ETB) per hour. The hourly rate shall include or cover the following:

- a) meetings with the parties or their representatives;
- b) site visits;
- c) hearings;
- d) travel time;
- e) internal meetings of the Adjudicators in case of three adjudicators;
- f) study of documents submitted by the parties during the proceedings;
- g) preparation of Decisions; and
- h) Activities in coordinating and organizing the operation of the Adjudication.

Article 30: Travel Costs and other Expenses

- 1) Notwithstanding the fees stated under Article 30 above, air travel expenses shall be reimbursed at economy class rates between the Adjudicator's/s' home and the travel destination.
- 2) Unless otherwise agreed by the parties' expenses, wherever incurred in Adjudication work, for local transportation, hotels and meals, long distance phone, fax, courier charges, photocopying, postage, visa charges, etc., shall be reimbursed at cost.

Article 31: Payment Arrangements

- 1) If the parties agree to assign the Institute to administer the Adjudication proceeding, the Institute upon charging an administrative expense stated under Article 32(6), may make all parties pay the agreed sum of the Adjudicator's fee in advance; failing which the Adjudication fee may be paid as follows:

- a. Invoices for reimbursable fees and travel expenses shall be submitted by each Adjudicator to each party for payment, and shall be paid after each meeting, site visit, hearing or Decision
 - b. Adjudicator's invoices shall be paid within 30 days after receipt.
- 2) Failure of any party to pay his share of fees and expenses within 30 days of receiving an Adjudicator's invoice shall entitle the Adjudicator, in addition to any other rights, to suspend work for seven [7]days after providing a notice of suspension to the parties and to any other Adjudicator, if any. Such suspension shall remain in effect until receipt of full payment of all outstanding amounts plus simple interest at the minimum rate prevailing at the Commercial Bank of Ethiopia.
- 3) In the event that a party fails to pay his share of the fees and expenses of an Adjudicator when due, any other party may, without waiving its rights to be reimbursed by the non-paying party, pay the outstanding amount.
- 4) The party making such payment, in addition to any other rights, shall be entitled to reimbursement from the non-paying party of all such sums paid, plus simple interest at the minimum rate prevailing at the Commercial Bank of Ethiopia.
- 5) The Parties shall provide the Adjudicator with the form of the invoice to be sent by Adjudicator, including the invoicing address; number of copies of invoices required and fax number, if applicable.

Article 32: Administrative Expenses

- 1) The parties shall pay the Institute administrative expense for administration of Adjudication proceeding, appointment of an Adjudicator and for each decision on the challenge of an Adjudicator.

- 2) For each of the Adjudication services requested from the Institute, the Institute shall receive a non-refundable amount specified in the Appendix I of these Rules.
- 3) If the Institute is requested to appoint an Adjudicator by either of the parties, it shall appoint an Adjudicator from among its Adjudicators registered in its Roster. The Institute charges appointment fee stated under Schedule II annexed to these Rules.
- 4) The Institute shall not proceed with the appointment unless the payment has been received. The parties shall share equally the cost of each appointment by the Institute.
- 5) For decision on a challenge of an Adjudicator, the Institute shall charge a cost stated under Schedule III of Annex III. The Institute shall not proceed with consideration of the challenge unless the said amount is paid in advance. The cost of decision by the Institute shall be borne by the Party making the challenge.
- 6) If the Institute is designated by the parties to facilitate the Adjudication proceedings, the Institute shall in advance charge the parties an administrative expense as per the schedule annexed to these Rules and that of the Adjudicator fee stated under schedule V annexed to these Rules before commencing the Adjudication proceedings.

Article 33: Taxes and Charges

An Adjudicator shall pay the taxes and charges applicable to the services rendered by him in Ethiopia in connection with the Adjudication.

Article 34: Waiver of Liability

Subject to the application of the relevant laws, the parties hereby waive their rights to hold either the Institute or the Adjudicator/s in connection with any act or forbearance relating to the initiation, conducting and the outcome of the process of Adjudication.

Article 35: Status of the Annexes

The Application form, the schedules of payment, the acceptance and declaration of independence forms annexed to these Rules shall be deemed to be part of these Adjudication Rules.

Article 36: Effective Date

These Adjudication Rules shall take effect as of September 14, 2007

AACCSA Board of Directors Addis Ababa, Ethiopia

Annex I

Miscellaneous Fees

1. Filing or Registration fee – 500.00 ETB.
2. Arbitrator/Adjudicator/Conciliator appointment fee – 1000.00 ETB
3. Ad – Hoc Arbitration/Adjudication/Mediation Service fee – 4000.00 ETB per three months.