



**THE SENATE
FEDERAL REPUBLIC OF NIGERIA**

NATIONAL ASSEMBLY

**COMMITTEE ON JUDICIARY, HUMAN RIGHTS AND
LEGAL MATTERS**

REPORT

ON

**THE ARBITRATION AND CONCILIATION ACT CAP. A18
LAWS OF THE FEDERATION OF NIGERIA 2004 (REPEAL
AND RE-ENACTMENT) BILL, 2017 (SB.427)**

JULY, 2017

REPORT OF THE SENATE COMMITTEE ON JUDICIARY, HUMAN RIGHTS & LEGAL MATTERS ON A BILL FOR AN ACT TO REPEAL THE ARBITRATION AND CONCILIATION ACT 1988, CAP A18, LAWS OF THE FEDERATION OF NIGERIA, 2004 AND ENACT THE ARBITRATION AND CONCILIATION ACT 2017 TO PROVIDE A UNIFIED LEGAL FRAMEWORK FOR THE FAIR AND EFFICIENT SETTLEMENT OF COMMERCIAL DISPUTES BY ARBITRATION AND CONCILIATION; MAKE APPLICABLE THE CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK CONVENTION) TO ANY AWARD MADE IN NIGERIA OR IN ANY CONTRACTING STATE ARISING OUT OF INTERNATIONAL COMMERCIAL ARBITRATION; AND FOR MATTERS CONNECTED THEREWITH (SB.427).

1.0 BACKGROUND

Mr. President, Distinguished colleagues, two Bills were presented to the Senate on the Arbitration and Conciliation Act. The Bills were concurrently read at the Senate Plenary Sitting and both referred to this Committee, for further legislative actions.

Firstly, the Arbitration and Conciliation Act Cap. A18 LFN 2004 (Repeal and Re-Enactment) Bill, 2016 (SB.427) was sponsored by ***Senator Andy E. Uba (Anambra South Senatorial District)***. In a nutshell, the Bill seeks to repeal and re-enact the Arbitration and Conciliation Act, 2016, to among other things, provide a unified legal framework for the efficient settlement of commercial disputes in a just, fair and equitable means by introducing new amendments and repealing obsolete provisions in the extant legislation in line with the international best practices.

Similarly, ***Senator Monsurat J.A. Sunmonu (Oyo Central Senatorial District)***, sponsored the Arbitration and Conciliation Act (Amendment) Bill, 2016. The Bill seeks to amend certain specific provisions of the extant Act, to also bring it in line with the international best practices. The proposed Bill consists of four clauses with two major amendments as follows: Firstly, in section 13 of the Principal Act by substituting for the old provisions, new provisions, which deal *with interim measures of protection and emergency relief* and secondly, in section 32 of the Principal Act by replacing instead thereof, new provisions on *Grounds for Refusing Recognition or Enforcement* of awards.

Whilst the Arbitration and Conciliation Act (Amendment) Bill, 2016 was read the *First Time* on Thursday 10th October, 2016, the Arbitration and Conciliation Act (Repeal and Re-Enactment) Bill, 2016 was read the *First Time* on Tuesday 17th October, 2016.

The Senate at its Plenary Sitting on Wednesday 5th April, 2017, deliberated on the general principles of the two Bills. After extensive deliberations, they were read for the *Second Time*, and referred to this Committee, for further legislative actions Vide *Senate Order of Referrals dated 6th April, 2017* and to report back with its recommendations.

A preliminary analysis of the Bills by the Committee revealed that the Bills touched on the same subject matter. Therefore, the two Bills, having been referred to this Committee by the Senate, the Committee took into account legislative exigencies and best practice and accordingly resolved and consolidated the two Bills. For the avoidance of doubt, it should be emphasised that the provisions of the amendment Bill were subsumed in the comprehensive reform Bill, that is – the Repeal and Re-Enactment Bill. It should also be noted that the Committee had due regard to the

provisions of the proposed amendments and the objectives are captured in the comprehensive reform Bill.

Accordingly, for purposes of clarity, the Bills would be treated as one single legislative measure, having been consolidated.

2.0 Methodology

The Committee held a series of meetings after the Bills were referred to it and adopted the following legislative framework, in furtherance of its legislative action on the referrals, that is –

- i. To conduct a public hearing in order to avail interested members of the general public the opportunity to make contributions on the proposed legislation;
- ii. To consult widely with stakeholders on the justifications for the repeal and re-enactment of the proposed legislation; and
- iii. To consider any other matter incidental thereto, that would assist it in the discharge of this assignment.

3.0 Objectives of the Bill

The Bill, in the Committee's view, seeks to make provision for a platform for foreign investors to invest and use the instrumentality of arbitration and conciliation to resolve disagreements and disputes in business and commercial spheres. Undoubtedly, this is faster and more cost effective than litigation, which is cumbersome and time consuming. The provisions of the Bills are all encompassing and would provide the much needed impetus that would drive economic growth. Similarly, the Bill is also aimed at regulating Domestic and International Arbitration in Nigeria as well as

liberalising International Commercial Arbitration. Furthermore, the introduction of the use of technology for the transmission of Arbitration messages through electronic and data means, which is novel, would enhance the practice of arbitration. Finally, it guarantees the right of a party to challenge an arbitrator's competence as well as the right of an aggrieved party to challenge an award by Arbitral Panel. These are just a few, among many other innovations introduced in the Bill.

4.0 Committee Legislative Action

As part of its legislative action, the Committee held further meetings whereby, it examined the bills in great details. It should be noted also that the Committee had regard to views expressed by Distinguished Senators during debates on the general principles of the Bills at the second reading stages. Therefore, having regard to divergent views expressed during the *Second Reading* of the Bills, the Committee resolved to conduct a public hearing in order to avail stakeholders and the general public the opportunity to make their inputs.

Accordingly, the Committee placed advertisements in the print and electronic media and invited memoranda from stakeholders and the general public. These preliminary legislative actions were geared towards sensitising the general public on the provisions of the Bills, ahead of the public hearing.

The Committee received memoranda from the following organisations, namely:

1. The Federal Ministry of Justice;
2. The Nigerian Law Reform Commission;
3. The Nigerian Army;

4. The Nigerian Navy;
5. The Nigerian Air-force
6. Department of State Services;
7. The Economic and Financial Crimes Commission;
8. The Independent Corrupt Practices Commission;
9. The Central Bank of Nigeria;
10. The Nigerian Deposit Insurance Corporation;
11. National Human Rights Commission;
12. The Nigerian Securities and Civil Defence Corps;
13. Institute for Peace and Conflict Resolution;
14. Committee on the Reform of Arbitration and Conciliation Act;
15. Nigerian Institute of Chattered Arbitrators;
16. Regional Centre for International Commercial Arbitration;
17. Policy and Legal Advocacy Centre (PLAC); among others.

It should be stated here that apart from the memoranda that the Committee received, oral presentations were also made at the public hearing by some stakeholders, NGOs, Civil Society Organisations, who could not submit memoranda before the public hearing.

5.0 Public Hearing

Mr. President, Distinguished colleagues, I wish to state at this juncture that in line with the legislative framework adopted by the Committee in handling this referral, the Committee conducted public hearing on Monday 12th June, 2017 on the Bills. The purpose of the public hearing was to aggregate views of stakeholders and the general public on the merits of the Bills.

5.1 Opening

The President of the Senate, **Senator (Dr.) Abubakar Bukola Saraki, CON**, was represented by **Senator Suleiman Adokwe**, who declared the Public Hearing open. In his keynote address, the President of the Senate stated that the Public Hearing is coming at a remarkable and significant time as it heralds the commencement of the *Third Session* of the 8th Senate. He stated that Arbitration and Conciliation as a means of settlement of commercial disputes, is a well-known phenomenon and it is at the front burner of public discourse. Undoubtedly, the introduction of the Bill is a welcome development. He said that the bill in a nutshell, seeks to repeal the extant Act and re-enact it in order to provide a unified legal framework for fair and efficient settlement of commercial disputes.

He stressed that arbitration has become one of the modern ways of dispute resolution in the world and it is important for us as a country to embrace it. Our jurisprudence on the subject would be further enriched if we update our statutes on the subject matter to address emerging trends in arbitration and conciliation matters, generally. He posited that for Nigeria to attract foreign direct investment and to be in sync with other nations, it is imperative for us to make resolution of commercial disputes through arbitration, a prime priority as an alternative to litigation, which is cumbersome and most often, does not guarantee speedy, effective and efficient resolution of disputes.

Finally, he commended the sponsors of the Bills for introducing them and the Chairman and Members of the Senate Committee on Judiciary, Human Rights and Legal Matters for organising the Public Hearing.

In Conclusion, he urged stakeholders and members of the public to feel at home and contribute to the law making process because views canvassed by stakeholders will form the basis of the Committee's recommendations to the Senate.

On that note, he formally declared the public hearing open.

5.2 Proceedings

Mr. President, Distinguished Colleagues, it is apt to state at this point that the public hearing witnessed a huge turnout of Stakeholders, especially, Legal Practitioners and Members of the public. In our view, Stakeholders made far-reaching contributions on the provisions of the proposed legislation, which no doubt enriched the legislative process. It should be noted that all the stakeholders and members of the public, that made presentations, supported the passage of the Bill by the Senate.

Permit me at this juncture, Mr. President, Distinguished Colleagues, to give highlights of some of the presentations made by stakeholders in favour of the passage of the Bill:

Firstly, they submitted that arbitration is a private consensual method of dispute resolution, which is founded on certain fundamental principles, such as party autonomy, privity, separability, arbitrability and judicial non-interference, etc. To buttress the above assertion, they canvassed that today, Arbitration and ADR are acceptable methods of dispute resolution world-wide and it thrives because of the respect for the fundamental principles upon which it is founded and practised. The practice, it was further stated, knows no boundary as it is structured in such a way that parties from different jurisdictions can appoint a neutral Arbitrator from a

different country choosing a different jurisdiction as seat/venue, with an award, which could be executed in yet a different jurisdiction. This, in the Committee's view, shows the diverse and international nature of the practice and the need to formulate uniform rules of practice that are in consonance with international best practices based on the United Nations Commission on International Trade Law (UNCITRAL) precedents and other time honoured statutes and protocols that govern ADR and Arbitration. That in essence, is one of the objectives that the proposed Bill would achieve if eventually passed by this hollowed Chamber.

Secondly, they posited that Nigeria is a member of the United Nations and a signatory to the United Nations Commission on International Trade Law (UNCITRAL). And over the years, various rules and model laws in the areas of arbitration and conciliation such as the UNCITRAL Model Laws on International Commercial Arbitration have been developed and accepted as guiding principles in the practice of ADR and Arbitration. Consequently, all emerging trends in commercial arbitration have been taken into account in this reform Bill in line with global best practices in arbitration and conciliation matters.

Finally, they averred that the passage of this Bill will strengthen our domestic financial markets and enhance integration with external markets. This will no doubt, reposition the country and provide enabling environment for businesses to thrive, which would consequently attract economic growth through Foreign Direct Investment.

6.0 Legislative Summary

Mr. President, Distinguished colleagues, this legislative summary highlights further inputs made on the provisions of the Bill. The proposed changes are all-encompassing and will address all related issues, which border on

arbitration and conciliation. This will no doubt, provide the basis for our observations and findings. We commend the proposed changes to this Distinguished Senate, for approval.

Clause 4

Clause 4 deals with death or change in status of party. Sub-clause (2) of this clause has been redrafted as set out in the table to widen the scope of the provision and make the section more explicit in line with the United Nations Commission on International Trade Law.

Clause 5

Clause 5 deals with power to stay court proceedings on the same substantive claim. This clause was amended to address the conflict of jurisdiction conferred by the Admiralty Jurisdiction Act in relation to arbitration with the powers to stay proceedings in the Bill.

Clauses 6 and 7

Clauses 6 and 7 deal with number of arbitrators, and appointment of arbitrators, respectively. The two clauses were redrafted by the Committee to comply with the wording of the United Nations Model Law on International Commercial Arbitration, 1985, as amended in 2006.

Clause 8

Clause 8 deals with umpire. It is the concerted view of the Committee that this clause be deleted from the Bill. The reason is predicated on the fact that the role of an umpire is not required in line with the intendment of this Bill. As a result, some novel provisions were introduced, which provide for a third arbitrator that is expected to provide a neutral and expertise opinion in the arbitration and conciliation process.

Clause 10 and 11

Clauses 10 and 11 deal with challenge procedure, and failure or impossibility to act, respectively. The clauses have been redrafted to give congruent application to Sections 241 and 242 of the Constitution of the Federal Republic of Nigeria 1999, as amended, which allow appeals of High Court decisions to go to the Court of Appeal.

Clause 15

Clause 15 deals with immunity of arbitrator and arbitral institution. The Committee slightly modified the clause in order to exclude the provision on 'Umpire', which had become incompatible with the purport of the Bill and was accordingly deleted.

Clause 33

Clause 33 deals with arbitral proceedings. This clause was redrafted to emphasise the principle of party autonomy. In effect, it means that parties who submit themselves to arbitration are free to decide how the proceedings are to be conducted. This process, no doubt, is the crux of arbitration and conciliation.

Clause 34

Clause 34 deals with the seat and place of the arbitration. This clause was redrafted to draw a clear distinction between the jurisdictional seat of the arbitration and the physical place the proceedings take place. It is also intended to make Nigeria a default seat of Arbitration in the absence of parties' agreement.

Clause 57

Clause 57 deals with application for setting aside of an arbitral award. The Committee amended this clause to comply with the United Nations Commission on International Trade Law.

Clause 58

Clause 58 deals with review of arbitral award. This is a new provision introduced by the Committee. The rationale behind this provision is to ensure finality and preservation of arbitral awards, by providing for an Award Review Tribunal as an optional provision instead of going to the court in the first instance.

Clause 60

Clause 60 deals with appointment in default. The Committee amended this clause to draw a distinction between domestic and international arbitration and to empower the Director of the Regional Centre for International Commercial Arbitration in Nigeria, to be an appointing authority.

Clauses 66 - 78

Clauses 66 – 78 were amended as set out in the table so as to comply with UNCITRAL Model Law on International Commercial Conciliation, 2002.

Clause 82

Clause 82 deals with civil immunity for conciliators. The Committee modified this clause in order to strengthen the powers of the Conciliators.

7.0 Observations/Findings

From the preponderance of views canvassed by stakeholders and members of the general public and our subsequent analysis of the provisions of the Bill in our mark-up sessions, we hereby make the following observations/findings:

1. That stakeholders unanimously supported the passage of the Bill;
2. That the Bill seeks to re-invigorate the private party driven process of arbitration and conciliation, which is widely known and mostly preferred to litigation because of its independence, fairness, acceptability and speed all over the world and Nigeria cannot be an exception;
3. That arbitral proceedings are anchored on the principle that parties are free to determine how the arbitration is to be conducted, subject only to such considerations of public interest and public policy.
4. That party autonomy gives contracting parties the power to fashion out their own remedial process within the limits of public policy and public interest, hence, a reflection of the principle of freedom of contract;
5. That the enactment of this Bill will not only promote strong commercial ties amongst nations but will also bring about foreign direct investment into the country, thereby enhancing the economic well-being of our country; and
6. That the intendment of this Bill is to further develop arbitration and other forms of alternative dispute resolution in Nigeria, thereby reducing the number of litigations in our courts' dockets as well as making Nigeria a hub for international dispute resolution;

8.0 Recommendation

Flowing from the presentations made during the public hearing and the foregoing observations/findings, the Senate Committee on Judiciary,

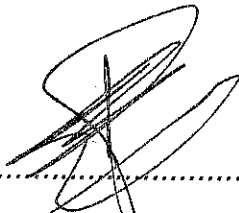
Human Rights and Legal Matters, to which the Bill was referred, having favourably considered same, recommends as follows:

"That the Senate do consider and pass the Arbitration and Conciliation Act Cap. A18 Laws of the Federation of Nigeria 2004 (Repeal and Enactment) Bill, 2017, as amended".

I SO MOVE.

9.0 Conclusion

Finally, we wish to use this opportunity to thank the President of the Senate and our Distinguished Colleagues for the opportunity to serve in this capacity and to respectfully commend the passage of this Bill to the Senate.



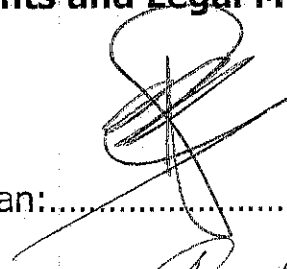
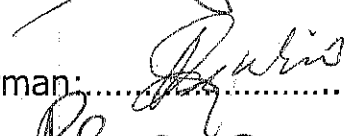
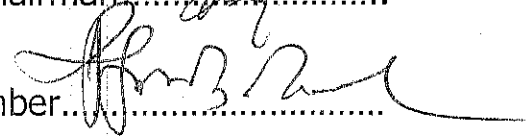
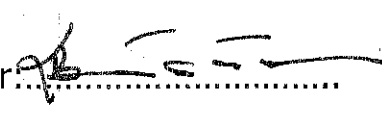
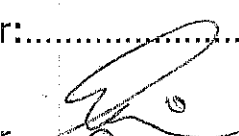
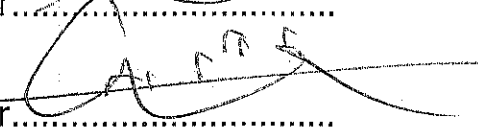
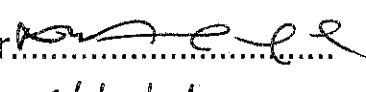
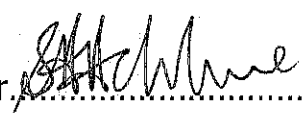
Senator David Umaru

Chairman

ENDORSEMENT PAGE

Senate Committee on Judiciary, Human Rights and Legal Matters

Members

1. Senator David Umaru - Chairman:.....
2. Senator Godswill Akpabio, CON - V/Chairman:.....
3. Senator Joshua M. Lidani - Member:.....
4. Senator James E. Manager, CON - Member:.....
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8. Senator Chukwuka Godfrey Utazi - Member:.....
9. Senator Ovie Omo-Agege - Member:.....
10. Senator Suleiman Adokwe - Member:.....
11. Senator Atai A. Aidoko - Member:.....
- Charles Luri Bala Esq. - Committee Clerk:.....



THE SENATE
FEDERAL REPUBLIC OF NIGERIA
NATIONAL ASSEMBLY

COMMITTEE ON JUDICIARY, HUMAN RIGHTS AND LEGAL MATTERS

REPORT

ON

A BILL
FOR

AN ACT TO REPEAL THE ARBITRATION AND CONCILIATION ACT 1988, CAP A18, LAWS OF THE FEDERATION OF NIGERIA, 2004 AND ENACT THE ARBITRATION AND CONCILIATION ACT 2017 TO PROVIDE A UNIFIED LEGAL FRAMEWORK FOR THE FAIR AND EFFICIENT SETTLEMENT OF COMMERCIAL DISPUTES BY ARBITRATION AND CONCILIATION; MAKE APPLICABLE THE CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK CONVENTION) TO ANY AWARD MADE IN NIGERIA OR IN ANY CONTRACTING STATE ARISING OUT OF INTERNATIONAL COMMERCIAL ARBITRATION; AND FOR MATTERS CONNECTED THEREWITH.

JULY, 2017

ARBITRATION AND CONCILIATION ACT (REPEAL AND ENACTMENT) BILL, 2016

ARRANGEMENT OF CLAUSES

PART I <i>ARBITRATION</i> <i>Definition and Form of Arbitration Agreement</i> CLAUSES 1. General Provisions-Principles and Scope of Application. 2. Form of Arbitration Agreement. 3. Arbitration Agreement Irrevocable Except by Agreement or Leave of Court. 4. Death or Change of Status of Party. 5. Power to Stay Court Proceedings on the Same Substantive Claim. <i>Composition of Arbitral Tribunal</i> 6. Number of Arbitrators. 7. Appointment of Arbitrators. 8. Umpire. 9. Grounds for Challenge. 10. Challenge Procedure. 11. Failure or Impossibility to Act. 12. Appointment of Substitute Arbitrator. 13. Resignation, Death & Cessation of Office of an Arbitrator. 14. Appointment, Challenge & Removal of Umpire. <i>Immunity</i> 15. Immunity of Arbitrator and Arbitral Institution. <i>Jurisdiction of Arbitral Tribunal</i> 16. Competence of Arbitral Tribunal to Rule on its Jurisdiction.	17. Rules Applicable to Substance of Dispute. <i>Interim Measures of Protection and Emergency Relief</i> 18. Appointment of an Emergency Arbitrator. 19. Challenge of an Emergency Arbitrator. 20. Seat of the Emergency Relief Proceedings. 21. Power of Court to Grant Interim Measures of Protection. 22. Power of Arbitral Tribunal to Grant Interim Measures. 23. Conditions for Grant of Interim Measures. 24. Applications for Preliminary Orders. 25. Specific Regime for Preliminary Orders. 26. Modification, Suspension and Termination of Interim Measures and Preliminary Orders. 27. Order by the Arbitral Tribunal for Provision of Security. 28. Disclosure of Material Change in Circumstance. 29. Costs and Damages. 30. Recognition and Enforcement of Interim Measures. 31. Grounds for Refusing Recognition or Enforcement of Interim Measures. <i>Conduct of Arbitral Proceedings</i> 32. Equal Treatment of Parties. 33. Arbitral Proceedings. 34. The Seat and Place of the Arbitration. 35. Commencement of Arbitral Proceedings. 36. Application of Statutes of Limitations to Arbitral Proceedings. 37. Language to be Used in Arbitral Proceedings. 38. Points of Claim and Defence. 39. Power of the Arbitral Tribunal as to Remedies. 40. Hearing and Written Proceedings. 41. Consolidation and Concurrent Hearing. 42. Joinder of Parties.
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*Convention on the Recognition and Enforcement of Foreign Arbitral
Awards June 10, 1958*

THIRD SCHEDULE 3

Arbitration Proceedings Rules

FOURTH SCHEDULE 4

Conciliation Rules

REPORT OF THE SENATE COMMITTEE ON JUDICIARY, HUMAN RIGHTS AND LEGAL MATTERS ON A BILL FOR AN ACT TO REPEAL THE ARBITRATION AND CONCILIATION ACT 1988, CAP A18, LAWS OF THE FEDERATION OF NIGERIA, 2004 AND ENACT THE ARBITRATION AND CONCILIATION ACT 2017 TO PROVIDE A UNIFIED LEGAL FRAMEWORK FOR THE FAIR AND EFFICIENT SETTLEMENT OF COMMERCIAL DISPUTES BY ARBITRATION AND CONCILIATION; MAKE APPLICABLE THE CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK CONVENTION) TO ANY AWARD MADE IN NIGERIA OR IN ANY CONTRACTING STATE ARISING OUT OF INTERNATIONAL COMMERCIAL ARBITRATION; AND FOR MATTERS CONNECTED THEREWITH.

PROVISIONS OF THE BILL	COMMITTEE'S RECOMMENDATION	REMARKS
LONG TITLE A BILL FOR AN ACT TO REPEAL THE ARBITRATION AND CONCILIATION ACT 1988, CAP A18, LAWS OF THE FEDERATION OF NIGERIA, 2004 AND ENACT THE ARBITRATION AND CONCILIATION ACT 2017 TO PROVIDE A UNIFIED LEGAL FRAMEWORK FOR THE FAIR AND EFFICIENT SETTLEMENT OF COMMERCIAL DISPUTES BY ARBITRATION AND CONCILIATION; MAKE APPLICABLE THE CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK CONVENTION) TO ANY AWARD MADE IN NIGERIA OR IN ANY CONTRACTING STATE ARISING OUT OF INTERNATIONAL COMMERCIAL ARBITRATION; AND FOR MATTERS CONNECTED THEREWITH.	LONG TITLE A BILL FOR AN ACT TO REPEAL THE ARBITRATION AND CONCILIATION ACT 1988, CAP A18, LAWS OF THE FEDERATION OF NIGERIA, 2004 AND ENACT THE ARBITRATION AND CONCILIATION ACT, TO PROVIDE A UNIFIED LEGAL FRAMEWORK FOR THE FAIR AND EFFICIENT SETTLEMENT OF COMMERCIAL DISPUTES BY ARBITRATION AND CONCILIATION; MAKE APPLICABLE THE CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK CONVENTION) TO ANY AWARD MADE IN NIGERIA OR IN ANY CONTRACTING STATE, ARISING OUT OF INTERNATIONAL COMMERCIAL ARBITRATION; AND FOR RELATED MATTERS.	
PART I <i>ARBITRATION</i> <i>Definition and form of Arbitration agreement</i> General Principles and Scope of Application 1. The provisions of this Part are founded on the following principles, and shall be construed accordingly - a. the object of arbitration is to obtain the fair resolution of disputes by an impartial tribunal without unnecessary delay or expense; b. the parties should be free to agree on how their disputes are resolved, subject only to such safeguards as are necessary in	PART I <i>ARBITRATION</i> <i>Definition and form of Arbitration agreement</i> General Principles and Scope of Application 1. Retained as in the Bill a. retained b. the parties should be are free to agree on how their disputes are resolved, subject only to such safeguards	

the public interest; c. an arbitration agreement between parties for the settlement of their dispute shall be binding upon and enforceable against each of the parties to the exclusion of any other dispute resolution method unless the parties otherwise provide or the agreement is null and void; d. the parties, arbitrators, arbitral institutions, appointing authorities and the Court shall do all things necessary for the proper and expeditious conduct of the arbitral proceedings.	considerations relating to as are necessary in the public interest and public policy; c. Retained d. Retained	
Form of arbitration agreement 2. (1) Arbitration agreement is an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not. An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement. (2) The Arbitration agreement shall be in writing. (3) An arbitration agreement is in writing if its content is recorded in any form, whether or not the arbitration agreement or contract has been concluded orally, by conduct, or by other means. (4) The requirement that an arbitration agreement be in writing is met by an electronic communication if the information contained therein is accessible so as to be useable for subsequent reference; "electronic communication" means any communication that the parties make by means of data messages; "data message" means information generated, sent, received or stored by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex or telecopy. (5) Furthermore, an arbitration agreement is in writing if it is contained in	Form of Arbitration Agreement 2. (1) Arbitration agreement is an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not, which An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement. (2) Retained as in the Bill (3) Retained as in the Bill (4) The requirement that an arbitration agreement be in writing is met by an electronic communication if the information contained therein is accessible so as to be useable for subsequent reference. Deleted (5) Furthermore, An arbitration agreement is in writing if it is contained in	

an exchange of points of claim and defence in which the existence of an agreement is alleged by one party and not denied by the other. (6) For the avoidance of doubt, the reference in a contract or a separate arbitration agreement to a document containing an arbitration clause constitutes an arbitration agreement in writing, provided that the reference is such as to make that clause part of the contract or the arbitration agreement.	an exchange of points of claim and defence in which the existence of an agreement is alleged by one party and not denied by the other. (6) Retained as in the Bill (7) For the purpose of this section – “data message” means information generated, sent, received or stored by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex or telecopy; and “electronic communication” means any communication that the parties make by means of data messages;	
Arbitration agreement irrevocable except by agreement or leave of court 3. An arbitration agreement shall be irrevocable except by agreement of the parties or by leave of the Court or a Judge in Chambers.	Arbitration Agreement Irrevocable Except by Agreement or Leave Of Court 3. Retained as in the Bill	
Death or Change in Status of party 4. (1) An Arbitration Agreement shall not be invalid by reason of the death of any party to the agreement. (2) The authority of an arbitrator shall not be revoked by the death of any party by whom he was appointed. (3) Nothing in this Section shall be taken to affect the operation of any law by virtue of which any right of action is extinguished by the death of a person. (4) For the purposes of this Section, 'death' shall include the meaning ascribed to it in Section 85 (1).	Death or Change in Status of Party 4. (1) Retained as in the Bill (2) The authority of an arbitrator shall not be revoked by the death, bankruptcy, insolvency or other change in circumstance of any party by whom the arbitrator was appointed. (3) Retained as in the Bill (4) For the purposes of this Section, 'death' shall include the meaning ascribed to it in Section 83 (1) of this Bill.	Sub-clause (2) has been redrafted to widen the scope of the provision and make the section more explicit in line with the United Nations Commission on International Trade Law.

Power to stay court proceedings on the same substantive claim 5. (1) A Court before which an action is brought in a matter which is the subject of an arbitration agreement shall, if any of the parties so requests not later than when submitting their first statement on the substance of the dispute, refer the parties to arbitration unless it finds that the agreement is null and void, inoperative or incapable of being performed. (2) Where an action referred to in subsection (1) of this Section has been brought before a Court, arbitral proceedings may nevertheless be commenced or continued, and an award may be made by the arbitral tribunal while the matter is pending before the Court. (3) Where a Court makes an order for stay of proceedings under subsection (1) of this Section, the Court may, for the purpose of preserving the rights of parties, make such interim or supplementary orders as may be necessary.	Power to Stay Court Proceedings on the Same Substantive Claim 5. (1) Notwithstanding the provisions of any other law, a Court before which an action is brought in a matter which is the subject of an arbitration agreement shall, if any of the parties so requests not later than when submitting their first statement on the substance of the dispute, refer the parties to arbitration unless it finds that the agreement is null and void, inoperative or incapable of being performed. (2) Retained as in the Bill (3) Retained as in the Bill	This clause was amended to address the conflict of jurisdiction conferred by the Admiralty Jurisdiction Act in relation to arbitration with the powers to stay proceedings in the Bill.
<i>Composition of Arbitral Tribunal</i> Number of arbitrators 6. (1) The parties may agree on the number of arbitrators to constitute the arbitral tribunal and whether there is to be a presiding arbitrator or umpire, except that the number must be an uneven number. (2) If there is no agreement as to the number of arbitrators, the arbitral tribunal shall consist of a sole arbitrator.	<i>Composition of Arbitral Tribunal</i> Number of Arbitrators 6. (1) The parties to an arbitration agreement may agree on the number of arbitrators to constitute the arbitral tribunal. and whether there is to be a presiding arbitrator or umpire, except that the number must be an uneven number. (2) Retained as in the Bill	Clause 6 and 7 were redrafted to comply with the wording of the United Nations Model Law on International Commercial Arbitration, 1985, as amended in 2006.
Appointment of arbitrators	Appointment of Arbitrators 7. (1) No person shall be precluded by reason of his or her nationality from acting as an arbitrator, unless otherwise agreed by the parties. (2) The parties may agree on a procedure of appointing the arbitrator or arbitrators, subject to the provisions of subsections (4) and (5) of this section.	Ditto

7. (1) The parties may agree on a procedure of appointing the arbitrator or arbitrators or they may designate or agree to designate an appointing authority, subject to subsections (2), (3) and (4) of this Section.

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(2) When the Arbitration Agreement entitles each party to nominate an arbitrator; and where the parties to the dispute are more than two and such parties have not all agreed in writing within thirty (30) days of the receipt of a written communication containing a request for the dispute to be referred to arbitration, that the disputing parties represent two separate sides for the formation of the Arbitral Tribunal as Claimant and Respondent respectively, then the Court or the appointing authority designated by the parties shall have the power to appoint the Arbitral Tribunal without regard to any party's nomination.

Deleted

(3) If, or to the extent that the parties have not specified a procedure for the appointment of arbitrators but they have designated an appointing authority, the provisions of paragraphs (a) to (g) of this sub-section shall apply, that is:

Deleted

(a) In an arbitration with a sole arbitrator, if the parties fail to agree on the arbitrator within fourteen (14) days after the receipt of a written communication containing a request for the dispute to be referred to arbitration by the other party or parties, the appointment shall be made by the appointing authority upon request by a party.

(b) In an arbitration with three arbitrators, each party shall appoint one arbitrator; and the two arbitrators thus appointed shall appoint the third arbitrator who shall act as the presiding arbitrator of the arbitral tribunal.

(c) For the purpose of paragraph (b) of this subsection, where a party fails to appoint an arbitrator within fourteen (14) days from the receipt of a request to do so from the other party; or if the two party-appointed arbitrators fail to agree on the third arbitrator within fourteen (14) days from the date of their appointment, the appointment shall be made by the appointing authority upon request

by a party.

- (d) When the designated appointing authority is requested to appoint an arbitrator pursuant to the provisions of this Section, the party which makes the request shall send to the appointing authority a copy of the request for a dispute to be referred to arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract, and the appointing authority may require from either party such other information as it deems necessary to fulfil its functions under this Act.
- (e) Where any party proposes the names of one or more persons for appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications.
- (f) Except as otherwise agreed by the parties, no person shall be disqualified from being appointed as an arbitrator by reason of his nationality.
- (g) In making the appointment, the designated appointing authority shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account as well, the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.

(4) Subject to Section 60 of this Act, where no procedure is specified under subsection (1) of this Section and no appointing authority is designated or agreed to be designated by the parties -

- (a) in the case of an arbitration with three arbitrators, each party shall appoint one arbitrator and the two thus appointed shall appoint the third arbitrator to preside over the arbitration, so however, that –
 - (i) if a party fails to appoint an arbitrator within fourteen (14) days of receipt of a request to do so by the other party, that

(3) Subject to section 58 of this Bill, where no agreement is reached under section 2 of this section –

- (a) in an arbitration with three arbitrators, each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator or, if the two arbitrators fail to agree on the third arbitrator within thirty (30) days of their appointment, the appointment shall be made, upon request of a party, by the appointing authority designated by the parties or, failing such designation, by any arbitral institution in Nigeria**

other party, having duly appointed its arbitrator, may give notice in writing to the party in default that it proposes to appoint its arbitrator to act as sole arbitrator, and

- (ii) if the party in default does not, within seven (7) days of that notice being given, make the required appointment and notify the other party that it has done so, the other party may appoint its arbitrator as sole arbitrator whose award shall be binding on both parties as if the arbitrator had been so appointed by agreement.
 - (iii) if the two party-appointed arbitrators fail to agree on the third and presiding arbitrator within fourteen (14) days of their appointments, the presiding arbitrator shall be appointed by the Court or by any arbitral institution in Nigeria on the application of any party to the arbitration agreement;
- (b) in the case of an arbitration with one arbitrator, where the parties fail to agree on the appointment of the said arbitrator within fourteen (14) days after the receipt of a written communication containing a request for the dispute to be referred to arbitration by the other party or parties, the appointment shall be made by the Court on the application of any party to the arbitration agreement.

or by the Court;

- (b) in an arbitration with a sole administrator, if the parties are unable to agree on the arbitrator within thirty (30) days after the receipt of a written communication containing a request for the dispute to be referred to arbitration by the other party or parties, the arbitrator shall be appointed, upon request of a party, by the appointing authority designated by the parties or, failing such designation, by any arbitral institution in Nigeria or by the Court;
- (c) where the arbitration agreement entitles each party to nominate an arbitrator; and where the parties to the dispute are more than two and such parties have not all agreed in writing within thirty (30) days of the receipt of a written communication containing a request for the dispute to be referred to arbitration, that the disputing parties represent two separate sides for the formation of the arbitral tribunal as Claimant and Respondent respectively, then the appointing authority designated by the parties or, failing such designation, any arbitral institution in Nigeria or the Court shall, upon request of a party, have the power to appoint the arbitral tribunal without regard to any party's nomination;
- (d) when the designated appointing authority or, failing such designation, any arbitral institution in Nigeria or the Court is requested to appoint an arbitrator pursuant to the provisions of this section, the party which makes the request shall send to the appointing authority, arbitral institution or Court a copy of the request for a dispute to be referred to arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract, and the appointing authority, arbitral institution or Court may require from either party such other information as it deems necessary to fulfil its functions under this Act;
- (e) where any party proposes the names of one or more persons for

(5) Save as otherwise specifically provided under this Act, where, under an appointment procedure agreed upon by the parties - (i) a party fails to act as required under the procedure; or (ii) the parties or the two party-appointed arbitrators are unable to reach agreement as required under the procedure; or (iii) a third party, including an institution, fails to perform any duty imposed on it under the procedure, any party may request the Court to take the necessary measure, unless the appointment procedure agreed upon by the parties provides other means for securing the appointment. (6) No appointment made pursuant to subsections (4) or (5) of this Section. shall be challenged except in accordance with the provisions of this Act. (7) The Court or appointing authority exercising its power of appointment under this Section shall make the required appointment within fourteen (14) days of the request and shall have due regard to any qualifications required of the arbitrator by the arbitration agreement and such other considerations as are likely to secure the appointment of an independent and impartial arbitrator, and, in the case of a sole or third arbitrator, shall take into account as well the advisability of appointing an arbitrator of a nationality other than those of the parties.	appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications. (4) Save as otherwise specifically provided under this Bill, where, under an appointment procedure agreed upon by the parties - Retained Retained Retained Deleted (5) The appointing authority, arbitral institution or Court exercising its power of appointment under this section shall make the required appointment within thirty (30) days of the request and shall have due regard to any qualifications required of the arbitrator by the arbitration agreement and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator, and, in the case of a sole or third arbitrator, shall take into account as well the advisability of appointing an arbitrator of a nationality other than those of the parties.	
Umpire 8. (1) Where the parties have agreed that there is to be an umpire, they may agree what the functions of the umpire are to be, and in particular- (a) whether the umpire is to attend the proceedings, and	Umpire 8. Deleted	Clause 8 has been deleted as it has become irrelevant due to incompatibility with the intention of the Bill.

(b) when the umpire is to replace the other arbitrators as the tribunal with power to make decisions, orders and awards. (2) If or to the extent that there is no such agreement, the following provisions apply. (a) The umpire shall attend the proceedings and be supplied with the same documents and other materials as are supplied to the other arbitrators. (b) Decisions, orders and awards shall be made by the other arbitrators unless and until they cannot agree on a matter relating to the arbitration. In that event they shall forthwith give notice in writing to the parties and the umpire, whereupon the umpire shall replace them as the tribunal with power to make decisions, orders and awards as if he were sole arbitrator. (c) If the arbitrators cannot agree or if any of them fails to join in the giving of notice, any party to the arbitral proceedings may (upon notice to the other parties and to the tribunal) apply to the Court, which may order that the umpire shall replace the other arbitrators as the tribunal with power to make decisions, orders and awards as if he were sole arbitrator. (d) The provisions of this Act in relation to the appointment, challenge and removal of a third and presiding arbitrator shall also apply to the appointment, challenge and removal of an umpire.		
Grounds for challenge 9. (1) When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties unless they have already been informed of them by him or her. (2) An arbitrator may be challenged only if:	Grounds for challenge 9. (1) Retained as in the Bill (2) An arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to the Arbitrator's impartiality or	Amended so as to comply with the United Nations Commission on International Trade Law.

(a) circumstances exist that give rise to justifiable doubts as to his or her impartiality or independence; or (b) if he or she is physically or mentally incapable of conducting the proceedings, or there are justifiable doubts as to arbitrator's capacity to do so; or (c) if he or she has refused to use all reasonable dispatch in conducting the proceedings or making the award and that, as a result, the applicant has suffered, or is at manifest risk from suffering, substantial injustice; or (d) if he or she does not possess qualifications agreed to by the parties. (3) A party may challenge an arbitrator it appointed, or in whose appointment it has participated, only for reasons of which it becomes aware after the appointment has been made.	independence, or does not possess qualifications agreed to by the parties, provided that a party may challenge the arbitrator it appointed, or in whose appointment it has participated, only for reasons of which it becomes aware after the appointment has been made. Deleted Deleted Deleted Deleted (3) Deleted	
Challenge procedure 10. (1) The parties may agree on a procedure for challenging an arbitrator, subject to the provisions of subsection (3) of this Section. (2) Failing such agreement, a party who intends to challenge an arbitrator shall, within fourteen (14) days after becoming aware of the constitution of the arbitral tribunal or after becoming aware of any circumstance referred to in Section 9(2), send a written statement of the reasons for the challenge to the arbitral tribunal. Unless the challenged arbitrator withdraws from his or her office or the other party agrees to the challenge, the arbitral tribunal shall decide on the challenge.	Challenge Procedure 10. (1) Retained as in the Bill (2) Where no such agreement is reached between the parties under subsection (1) of this section, a party who intends to challenge an arbitrator shall, within fourteen (14) days after becoming aware of the constitution of the arbitral tribunal or after becoming aware of any circumstance referred to in Section 8 (2), send a written statement of the reasons for the challenge to the arbitral tribunal and unless the challenged arbitrator withdraws from his or her office or the other party agrees to the challenge, the arbitral tribunal shall decide on the challenge.	Clauses 10 and 11, have been redrafted to give congruent application to Sections 241 and 242 of the Constitution of the Federal Republic of Nigeria 1999, as amended, which allow appeals of High Court decisions to the Court of Appeal.

(3) If a challenge under any procedure agreed upon by the parties or under the procedure of subsection (2) of this Section is not successful, the challenging party may request, within thirty (30) days after having received notice of the decision rejecting the challenge, the Court to decide on the challenge, which decision shall be subject to no appeal; while such a request is pending, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an award. (4) Where the Court removes an arbitrator, it may make such order as it thinks fit with respect to the arbitrator's entitlement (if any) to fees or expenses, or the refund of any fees or expenses already paid. (5) The arbitrator concerned may appear and be heard by the Court, with or without legal representation, before the Court makes any decision under this Section.	(3) If a challenge under any procedure agreed upon by the parties or under the procedure of subsection (2) of this Section is not successful, the challenging party may request the Court, within thirty (30) days after having received notice of the decision rejecting the challenge, to decide on the challenge, which decision shall be subject to no appeal; and while such a request is pending, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an award. (4) Retained as in the Bill (5) The arbitrator concerned may appear and be heard by the Court, with or without legal representation, before the Court makes any decision under subsections (3) and (4) this Section.	
Failure or impossibility to act 11. (1) If an arbitrator becomes <i>de jure</i> or <i>de facto</i> unable to perform his or her functions or for other reasons fails to act without undue delay, his or her mandate terminates if he or she withdraws as arbitrator or if the parties agree on the termination. Otherwise, if a controversy remains concerning any of these grounds, any party may request the Court to decide on the termination of the mandate, which decision shall be subject to no appeal. (2) If, under this Section or Section 10(2), an arbitrator withdraws from his or her office or a party agrees to the termination of the mandate of an arbitrator, this does not imply acceptance of the validity of any ground referred to in this Section or Section 9(2).	Failure or Impossibility to Act 11. (1) Where, by reasons of law or fact an arbitrator becomes unable to perform his or her functions or act without undue delay, the mandate of the arbitrator shall be terminated upon withdrawal by the arbitrator or by agreement of the parties on the termination and where there is any dispute between the parties as to the grounds upon which the mandate is sought to be determined, any party may request the Court to decide on the termination of the arbitrator's mandate. which decision shall be subject to no appeal. (2) If, under this Section or Section 9 (2), an arbitrator withdraws from his or her office or a party agrees to the termination of the mandate of an arbitrator, this does not imply acceptance of the validity of any ground referred to in this Section or Section 8 (2).	Ditto
Appointment of substitute Arbitrator 12. Where the mandate of an arbitrator terminates under Section 10 or 11 or because of his or her withdrawal from office for any other reason or because of the revocation of his or her mandate, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced.	Appointment of Substitute Arbitrator 12. Where the mandate of an arbitrator terminates under Section 9 or 10 or because of his or her withdrawal from office for any other reason or because of the revocation of his or her mandate, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced.	

Resignation, Death and Cessation of Office of an Arbitrator 13. (1) The parties may agree with an arbitrator as to the consequences of the arbitrator's resignation as regards: (a) the arbitrator's entitlement, if any, to fees or expenses; and (b) any liability incurred by the arbitrator. (2) Where there is no such agreement, the following provisions shall apply: (a) an arbitrator who resigns his appointment may (upon notice to the parties) apply to the appointing authority designated by the parties or, failing such designation, apply to the Court: (i) to grant the arbitrator relief from any liability thereby incurred by the arbitrator; and (ii) to make such order as it thinks fit with respect to the arbitrator's entitlement, if any, to fees or expenses or the refund of any fees or expense already paid. (b) If the appointing authority or, where applicable, the Court is satisfied that in all the circumstances it was reasonable for the arbitrator to resign, it may grant such relief as mentioned in subsection (2)(a) above on such terms as it thinks fit. Any such decision shall be final and shall not be subject to appeal. (3) The authority of an arbitrator is personal and ceases upon the death of such arbitrator. (4) The authority of an arbitrator shall not be revoked by the death, bankruptcy, insolvency or other change in circumstance of any party by whom the arbitrator was appointed.	Resignation <i>Withdrawal</i>, Death and Cessation of Office of an Arbitrator 13. (1) The parties may agree with an arbitrator as to the consequences of the arbitrator's resignation withdrawal from his or her office as regards: (a) Retained as in the Bill (b) Retained as in the Bill (2) Where there is no such agreement referred to in subsection (1) of this section, the following provisions shall apply: (a) an arbitrator who resigns withdraws from his or her appointment may, upon notice to the parties, apply to the appointing authority designated by the parties or, failing such designation, apply to the Court: (i) Retained as in the Bill (ii) Retained as in the Bill (b) If the appointing authority or, where applicable, the Court is satisfied that in all the circumstances it was reasonable for the arbitrator to resign withdraw, it may grant such relief as mentioned in subsection (2) (a) of this section above on such terms as it thinks fit. Any such decision shall be final and shall not be subject to appeal. (3) Subject to subsection (6) of this section, the authority of an arbitrator is personal and ceases upon the death of such arbitrator. (4) Deleted	This clause was redrafted to comply with the United Nations Commission on International Trade Law.
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(5) Where an arbitrator ceases to hold office as the result of a successful challenge, by termination, resignation or death, the parties may agree – (a) whether and if so, to what extent the previous proceedings should stand; and (b) in the event of the death of the arbitrator, the sum, if any, to be paid to the estate of the arbitrator for work done and the refund of expenses incurred. (6) If and to the extent that there is no such agreement, the Tribunal, when reconstituted, shall determine: (a) whether and, if so, to what extent the previous proceedings shall stand; (b) the sum (if any) payable to the estate of the deceased arbitrator; and (7) The arbitrator's ceasing to hold office shall not affect any appointment made by him (alone or jointly) of another arbitrator, in particular, any appointment of a presiding arbitrator or umpire.	(5) Where the mandate of an arbitrator terminates under section 10 of this Bill, or the arbitrator withdraws or dies, ceases to hold office as the result of a successful challenge, by termination, resignation or death, the parties may agree – (a) Retained as in the Bill (b) Retained as in the Bill (6) Retained as in the Bill (7) The fact that an arbitrator ceases to hold office, shall not affect any appointment made by him, either alone or jointly, whether it be the appointment of another arbitrator or in particular, any appointment of a presiding arbitrator or umpire.	
Appointment, challenge and removal of Umpire 14. The provisions of this Act in relation to the appointment, challenge, resignation, removal or replacement of an arbitrator shall also apply to the appointment, challenge, resignation, removal or replacement of an umpire.	Appointment, Challenge and Removal of Umpire 14. Deleted	
<i>Immunity</i> Immunity of arbitrator, umpire and arbitral institution 15. (1) An arbitrator (including an emergency arbitrator), umpire, appointing authority or an arbitral institution is not liable for anything done or omitted in the discharge or purported discharge of their functions as provided in this	<i>Immunity</i> Immunity of Arbitrator, Appointing Authority and Arbitral Institution 15. (1) An arbitrator, including an emergency arbitrator, umpire, appointing authority or an arbitral institution is not liable for anything done or omitted to be done in the discharge or purported discharge of	This clause was redrafted to exclude the provision on Umpire, which was earlier deleted.

Act, unless their action or omission is shown to have been in bad faith. (2) Subsection (1) of this Section applies to an employee of an arbitrator, an umpire or an arbitral institution as it applies to the arbitrator, the umpire or the arbitral institution in question. (3) This Section does not affect any liability incurred by an arbitrator by reason of the arbitrator's resignation.	their functions as provided in this Bill, unless their action or omission is shown to have been in bad faith. (2) Subsection (1) of this Section applies to an employee of an arbitrator, appointing authority, an umpire or an arbitral institution as it applies to the arbitrator, the umpire appointing authority or the arbitral institution in question. (3) This section does not affect any liability incurred by an arbitrator by reason of the arbitrator's resignation withdrawal under section 12 of this Bill.	
<i>Jurisdiction of Arbitral Tribunal</i> Competence of arbitral tribunal to rule on its jurisdiction 16. (1) The arbitral tribunal shall rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not entail <i>ipso jure</i> the invalidity of the arbitration clause. (2) A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than the submission of the points of defence. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified. (3) The arbitral tribunal may rule on any plea referred to it under subsection (2) of this Section, either as a preliminary question or in an award on the merits and such ruling shall be final and binding. Where the arbitral	<i>Jurisdiction of Arbitral Tribunal</i> Competence of Arbitral Tribunal to Rule on its Jurisdiction 16. (1) The arbitral tribunal shall rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. (2) For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract and a decision by the arbitral tribunal that the contract is null and void shall not entail <i>ipso jure</i> the invalidity of the arbitration clause. (3) In any arbitral proceedings, a plea that the arbitral tribunal does not have jurisdiction shall be raised not later than the submission of the points of defence and party is not precluded from raising such a plea by the fact that it has appointed a participated in the appointment of, an arbitrator. (4) A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings and the arbitral tribunal may, in either case, admit a later plea if it considers the delay justified. (5) The arbitral tribunal may rule on any plea referred to it under subsection (3) of this Section, either as a preliminary question or in an award on the merits and such ruling shall be final and binding.	

tribunal rules upon its jurisdiction as a preliminary question, it may continue with the proceedings and make an award notwithstanding that a party has recourse to a Court in respect of such ruling.	(5) Where the arbitral tribunal rules upon its jurisdiction as a preliminary question, it may continue with the proceedings and make an award notwithstanding that a party had recourse to a Court in respect of such ruling except where the court makes an order staying the proceedings.	
Rules applicable to substance of dispute 17. (1) The arbitral tribunal shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute. Any designation of the law or legal system of a given jurisdiction or territory shall be construed, unless otherwise expressed, as directly referring to the substantive law of that jurisdiction or territory and not to its conflict of law rules. (2) Failing any designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of law rules which it considers applicable. (3) The arbitral tribunal shall not decide <i>ex aequo et bono</i> or as <i>amiable compositeur</i>, unless the parties have expressly authorised it to do so. (3) In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall, where established by credible evidence, take account of the usages of the trade applicable to the transaction.	Rules Applicable to Substance of Dispute 17. (1) The arbitral tribunal shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute. (2) Any designation of the law or legal system of a given jurisdiction or territory shall be construed, unless otherwise expressed, as directly referring to the substantive law of that jurisdiction or territory and not to its conflict of law rules. (3) Where parties fail to choose or designate any law or legal system of a given jurisdiction or territory as required in subsection (1) of this section, Failing any designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of law rules which it considers applicable. (4) The arbitral tribunal shall not decide <i>ex aequo et bono</i> or as <i>amiable compositeur</i>, unless the parties have expressly authorised it to do so. (5) In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall, where established by credible evidence, take account of the usages of the trade applicable to the transaction.	
<i>Interim Measures of Protection and Emergency Relief</i> Appointment of an Emergency Arbitrator 18. (1) A party requiring urgent relief ("Emergency Relief") may, concurrent	<i>Interim Measures of Protection and Emergency Relief</i> Appointment of an Emergency Arbitrator 18. (1) A party requiring urgent emergency relief ("Emergency Relief")	Clauses 18 and 19 of the Bill, renumbered as clauses 17 and 18 were redrafted to avoid conflicts

with or following the filing of a request for a dispute to be referred to arbitration but prior to the constitution of the arbitral tribunal, submit an application (the "Application") for the appointment of an emergency arbitrator (the "Emergency Arbitrator") to any arbitral institution designated by the parties, or, failing such designation, to the Court.

(2) Two copies of the Application shall be provided. One copy will be for the the arbitral institution or, where applicable, the Court. The arbitral institution or Court will forward the other copy to the Emergency Arbitrator in the event he or she is appointed.

3) The application shall include the following information:

- (a) a statement of the Emergency Relief sought;
- (b) the name in full, description, address and other contact details of each of the parties;
- (c) a description of the circumstances giving rise to the application and of the underlying dispute referred to arbitration;
- (d) the reasons why the applicant needs the Emergency Relief on an urgent basis that cannot await the constitution of an arbitral tribunal;
- (e) the reasons why the applicant is entitled to such Emergency Relief; and
- (f) any relevant agreement(s) and, in particular, the arbitration agreement(s).

(4) The application may contain such other documents or information as the applicant considers appropriate or as may contribute to the efficient examination of the application.

may, concurrent with or following the filing of a request for a dispute to be referred to arbitration but prior to the constitution of the arbitral tribunal, submit an application (the "Application") for the appointment of an emergency arbitrator (the "Emergency Arbitrator") to any arbitral institution designated by the parties, or, failing such designation, to the Court.

(2) The party requiring the appointment of an emergency arbitrator, shall provide at least Ten (10) copies of the application to the arbitral institution or the Court as the case may be and upon appointment of the emergency arbitrator, the arbitral institution or the court shall forward a copy of the said application to the emergency arbitrator so appointed.

(3) Retained

(a) Retained

(b) Retained

(c) Retained

(d) Retained

(e) Retained

(f) Retained

(4) Retained as in the Bill

between the bill and arbitration rules, particularly, as it relates to timelines for emergency proceedings.

(5) If the arbitral institution or Court determines that it should accept the application, it shall appoint an emergency arbitrator within two (2) business days after the date the application is received.

(6) Once the Emergency Arbitrator has been appointed, the arbitral institution or Court shall immediately notify the Emergency Arbitrator and other party or parties named in the application, no later than the close of business on the business day following the date the application is granted, or such other time (not exceeding two (2) business days) as the arbitral institution or Court considers to be appropriate in the circumstances. Thereafter, all written communications from the parties shall be submitted directly to the Emergency Arbitrator with a copy to the other party.

(7) Every emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute. A prospective emergency arbitrator shall sign and deliver to the parties a statement of acceptance, availability, impartiality and independence.

(8) Unless otherwise agreed by the parties, an emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the application.

(9) This Section and Article 27 of the First Schedule to this Act are not intended to prevent any party from seeking urgent interim measures from a Court under Section 21 of this Act, at any time prior to making an application for such measures, and in appropriate circumstances thereafter pursuant to this Act. Any application for such measures from a competent Court shall not be deemed to be an infringement or a waiver of the arbitration agreement.

(5) If the arbitral institution or Court determines that it should accept the application, it shall, **unless the parties otherwise agree**, appoint an emergency arbitrator within two (2) business days after the date the application is received.

(6) Once the Emergency Arbitrator has been appointed, the arbitral institution or Court shall immediately notify the Emergency Arbitrator and other party or parties named in the application, no later than the close of business on the business day following the date the application is granted, or such other time, not exceeding two (2) business days as the arbitral institution or Court considers to be appropriate in the circumstances **and** thereafter, all written communications from the parties shall be submitted directly to the Emergency Arbitrator with a copy to the other party.

(7) Every emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute.

(8) A prospective emergency arbitrator shall sign and deliver to the parties a statement of acceptance, availability, impartiality and independence.

(9) Retained as in the Bill

(10) Section and Article 27 of the First Schedule to this **Bill** are not intended to prevent any party from seeking urgent **emergency** interim measures from a Court under Section 19 of this **Bill**, at any time prior to making an application for such measures, and in appropriate circumstances thereafter pursuant to this **Bill**.

(11) Any application for such measures from a competent Court shall not be deemed to be an infringement or a waiver of the arbitration agreement.

Challenge of an emergency arbitrator 19. (1) A challenge against the appointment of the Emergency Arbitrator must be made within three (3) days from receipt by the party making the challenge of the notification of the appointment or from the date when that party was informed of the facts and circumstances on which the challenge is based, if such date is subsequent to the receipt of such notification. The provisions of this Act in relation to the grounds for challenge of an arbitrator shall also apply to the grounds for challenge of an emergency arbitrator. (2) The arbitral institution or Court that appointed the Emergency Arbitrator will decide the challenge after a reasonable opportunity has been afforded to the Emergency Arbitrator and the parties to provide submissions in writing, but no later than three business days after the date of the challenge. (3) Where an emergency arbitrator dies, has been successfully challenged, has been otherwise removed, or has resigned, the arbitral institution or Court shall appoint a substitute emergency arbitrator within two (2) business days thereof. If the emergency arbitrator is replaced, the Emergency Relief proceedings shall resume at the stage where the Emergency Arbitrator was replaced or ceased to perform his or her functions, unless the substitute Emergency Arbitrator decides otherwise.	Challenge of an Emergency Arbitrator 19. (1) Unless the parties otherwise agree: (a) A challenge against the appointment of the Emergency Arbitrator must be made within three (3) days from receipt by the party making the challenge of the notification of the appointment or from the date when that party was informed of the facts and circumstances on which the challenge is based, if such date is subsequent to the receipt of such notification. (b) The provisions of this Bill relating to the grounds for challenge of an arbitrator (section 8) shall also apply to the grounds for challenge of an emergency arbitrator. (2) Retained (3) Where an emergency arbitrator dies or has been successfully challenged or has been otherwise removed, or has resigned, withdrawn, the arbitral institution or Court shall appoint a substitute emergency arbitrator within two (2) business days thereof. (4) Where the emergency arbitrator is replaced, the Emergency Relief proceedings shall resume at the stage where the Emergency Arbitrator was replaced or ceased to perform his or her functions, unless the substitute Emergency Arbitrator decides otherwise.	Ditto
Seat of the Emergency Relief Proceedings 20. (1) If the parties have agreed on the seat of arbitration, such seat shall be the seat of the Emergency Relief proceedings. Where the parties have not	Seat of the Emergency Relief Proceedings 20. (1) If the parties have agreed on the seat of arbitration, such seat shall be the seat of the Emergency Relief proceedings.	

agreed on the seat of the arbitration, the arbitral institution or Court that appointed the Emergency Arbitrator shall fix the seat of the Emergency Relief Proceedings, without prejudice to the arbitral tribunal's determination of the seat of arbitration pursuant to Section 34 of this Act. (2) Any meetings with the Emergency Arbitrator may be conducted through a meeting in person at any location the Emergency Arbitrator considers appropriate or by video conference, telephone or similar means of communication.	(2) Where the parties have not agreed on the seat of the arbitration, the arbitral institution or Court that appointed the Emergency Arbitrator shall fix the seat of the Emergency Relief Proceedings, without prejudice to the arbitral tribunal's determination of the seat of arbitration pursuant to Section 32 of this Bill. (3) Retained as in the Bill	
Power of Court to grant interim measures of protection 21. Without prejudice to Section 18 of this Act, a Court shall have the power to issue interim measures of protection for the purposes of and in relation to arbitration proceedings whose seat is in the Federal Republic of Nigeria or in another country as it has for the purpose of and in relation to proceedings in the Courts and shall exercise that power within fifteen (15) days of any application, in accordance with the rules set out in the third schedule to this Act.	Power of Court to Grant Interim Measures of Protection 21. Without prejudice to Section 16 of this Bill, a Court shall have the power to issue interim measures of protection for the purposes of and in relation to arbitration proceedings whose seat is in the Federal Republic of Nigeria or in another country as it has for the purpose of and in relation to proceedings in the Courts and shall exercise that power within fifteen (15) days of any application, in accordance with the rules set out in the third schedule to this Bill.	
Power of arbitral tribunal to grant interim measures 22. (1) Unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, grant interim measures. (2) An interim measure is any temporary measure, whether in the form of an award or in another form, by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party to: (a) Maintain or restore the <i>status quo</i> pending determination of the dispute; (b) Take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself;	Power of Arbitral Tribunal to Grant Interim Measures 22. Retained as in the Bill	

(c) Provide a means of preserving assets out of which a subsequent award may be satisfied; or (d) Preserve evidence that may be relevant and material to the resolution of the dispute, or preserve the subject matter of the arbitration itself.		
Conditions for grant of interim measures 23. (1) The party requesting an interim measure under Section 22 (2) (a), (b) and (c) shall satisfy the arbitral tribunal that: (a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and (b) There is a reasonable possibility that the requesting party will succeed on the merits of the claim, provided that any determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination. (2) With regard to a request for an interim measure under section 22(2)(d), the requirements in paragraphs (a) and (b) of subsection 1 of this Section shall apply only to the extent the arbitral tribunal considers appropriate.	Conditions for Grant of Interim Measures 23. (1) The party requesting an interim measure under Section 20 (2) (a), (b) and (c) shall satisfy the arbitral tribunal that: (a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm damage substantially outweighs the harm damage that is likely to result to the party against whom the measure is directed if the measure is granted; and Retained (2) With regard to a request for an interim measure under section 20 (2)(d), the requirements in paragraphs (a) and (b) of subsection 1 of this Section shall apply only to the extent the arbitral tribunal considers appropriate.	
Applications for Preliminary Orders 24. (1) Unless otherwise agreed by the parties, a party may, without notice to any other party, make a request for an interim measure together with an application for a Preliminary Order directing a party not to frustrate the purpose of the interim measure requested. (2) The arbitral tribunal may grant a preliminary order provided it considers that prior disclosure of the request for the interim measure to the party against whom it is directed risks frustrating the purpose of the measure. (3) The conditions defined under Section 23(1) of this Act apply to any	Applications for Preliminary Orders 24. (1) Retained (2) Retained (3) The conditions defined under Section 21 (1) of this Bill apply to any	

preliminary order, provided that the harm to be assessed under Section 23(1)(a) is the harm likely to result from the order being granted or not.	preliminary order, provided that the harm to be assessed under Section 21 (1)(a) is the harm damage likely to result from the order being granted or not.	
Specific regime for preliminary orders 25. (1) Immediately after the arbitral tribunal has made a determination in respect of an application for a preliminary order, the arbitral tribunal shall give notice to all parties of the request for the interim measure, the application for the preliminary order, the preliminary order, if any, and all other communications, including the content of any oral communication between any party and the arbitral tribunal in relation thereto. (2) The arbitral tribunal shall give an opportunity to any party against whom a preliminary order is directed to present its case at the earliest practicable time. (3) The arbitral tribunal shall decide promptly on any objection to the preliminary order. (4) A preliminary order shall expire after twenty (20) days from the date on which it was issued by the arbitral tribunal. However, Although, the arbitral tribunal may issue an interim measure adopting or modifying the preliminary order, after the party against whom the preliminary order is directed has been given notice and an opportunity to present its case. (5) A preliminary order shall be binding on the parties but shall not be subject to enforcement by a Court and such a preliminary order does not constitute an award.	Specific Preliminary Orders 25. Retained as in the Bill	
Modification, suspension and termination of interim measures and preliminary orders 26. The arbitral tribunal may modify, suspend or terminate an interim measure or a preliminary order it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative where –	Modification, Suspension and Termination of Interim Measures and Preliminary Orders 26. The arbitral tribunal may modify, suspend or terminate an interim measure or a preliminary order it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative including but not limited to where –	

(a) important facts were concealed from the Tribunal; (b) the interim measures or preliminary order was fraudulently obtained; (c) facts come to the knowledge of the tribunal, which, if the tribunal had known at the material time, it would not have granted the order; and it is just and equitable in the circumstance to modify, suspend or terminate the order.	(a) Retained (b) Retained (c) Retained	
Order by the arbitral tribunal for provision of security 27. (1) The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure. (2) The arbitral tribunal shall require the party applying for a preliminary order to provide security in connection with the order unless the arbitral tribunal considers it inappropriate or unnecessary to do so.	Order by the Arbitral Tribunal for Provision of Security 27. Retained as in the Bill	
Disclosure of material change in circumstances 28. (1) The party requesting an interim measure shall promptly disclose any material change in the circumstances upon which the measure was requested or granted. (2) The party applying for a preliminary order shall disclose to the arbitral tribunal all circumstances that are likely to be relevant to the arbitral tribunal's determination whether to grant or maintain the order, and such obligation shall continue until the party against whom the order has been requested has had an opportunity to present its case. Thereafter, the applying party shall have the same disclosure obligation with respect to the preliminary order that a requesting party has with respect to an interim measure under subsection (1) of this Section.	Disclosure of Material Change in Circumstances 28. (1) Retained as in the Bill (2) The party applying for a preliminary order shall disclose to the arbitral tribunal all circumstances that are likely to be relevant to the arbitral tribunal's determination whether to grant or maintain the order, and such obligation shall continue until the party against whom the order has been requested has had an opportunity to present its case. (3) The party applying shall have the same disclosure obligation with respect to the preliminary order that a requesting party has with respect to an interim measure under subsection (1) of this Section.	
Costs and damages 29. The party requesting an interim measure or applying for a preliminary order shall be liable for any costs and damages caused by the measure or the order to the party against whom it is directed if the arbitral tribunal later	Costs and Damages 29. (1) The party requesting an interim measure or applying for a preliminary order shall be liable for any costs and damages caused by the measure or the order to the party against whom it is directed if the arbitral	

determines that, in the circumstances, the measure or the order should not have been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.	tribunal later determines that, in the circumstances, the measure or the order should not have been granted. (2) The arbitral tribunal may award such costs and damages at any point during the proceedings.	
Recognition and enforcement of interim measures 30. (1) An interim measure issued by an arbitral tribunal shall be binding and, unless otherwise provided by the arbitral tribunal, shall, subject to Section 31, be enforced upon application to the competent Court, irrespective of the country in which it was issued, subject to the provisions of sub-sections (2) and (3) of this Section. (2) The party who is seeking or has obtained recognition or enforcement of an interim measure shall promptly inform the Court of any termination, suspension or modification of that interim measure. (3) The Court to which a request for recognition and enforcement of an interim measure is presented may, if it considers it proper, order the requesting party to provide appropriate security if the arbitral tribunal has not already made a determination with respect to security or where such a decision is necessary to protect the rights of third parties.	Recognition and Enforcement of Interim Measures 30. (1) An interim measure issued by an arbitral tribunal shall be binding and, unless otherwise provided by the arbitral tribunal, shall, subject to Section 29, be enforced upon application to the competent Court, irrespective of the country in which it was issued, subject to the provisions of sub-sections (2) and (3) of this Section 29 of this Bill. (2) Retained as in the Bill (3) Retained as in the Bill	
Grounds for refusing recognition or enforcement of interim measures 31. (1) Recognition or enforcement of an interim measure may be refused only: (a) at the request of the party against whom it is invoked if the Court is satisfied that: (i) such refusal is warranted on the grounds set forth in Section 59 (2) (a) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this Act, or; (ii) the arbitral tribunal's decision with respect to the provision of security in connection with the interim measure issued by the	Grounds for Refusing Recognition or Enforcement of Interim measures 31. (1) Retained as in the Bill (a) Retained as in the Bill (i) such refusal is warranted on the grounds set forth in Section 57 (2) (a) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this Bill, or; (ii) Retained as in the Bill	

(iii) arbitral tribunal has not been complied with; or the interim measure has been terminated or suspended by the arbitral tribunal or, where so empowered, by a competent authority in the Country in which the arbitration takes place or under the law of which that interim measure was granted; or (b) if the Court finds that: (i) the interim measure is incompatible with the powers conferred upon the Court, unless the Court decides to reformulate the interim measure to the extent necessary to adapt it to its own powers and procedures for the purposes of enforcing that interim measure and without modifying its substance; or (ii) any of the grounds set forth in Section 59(2)(b) apply to the recognition and enforcement of the interim measure. (2) Any determination made by the Court on any ground in Section 31 of this Act shall be effective only for the purposes of the application to recognize and enforce the interim measure. The Court where recognition or enforcement is sought shall not, in making that determination, undertake a review of the substance of the interim measure.	(iii) Retained as in the Bill (b) if the Court finds that: (i) Retained as in the Bill (ii) any of the grounds set forth in Section 57 (2)(b) apply to the recognition and enforcement of the interim measure. (2) Any determination made by the Court on any ground in subsection (1) of this section, shall be effective only for the purposes of the application to recognize and enforce the interim measure. (3) The Court where recognition or enforcement is sought shall not, in making that determination, undertake a review of the substance of the interim measure.	
<i>Conduct of Arbitral Proceedings</i> Equal treatment of parties 32. In any arbitral proceedings, the arbitral tribunal shall ensure: (a) that the parties are accorded equal treatment and that each party is given full opportunity of presenting its case and; (b) ensure a fair resolution of the dispute without unnecessary delay or expense.	<i>Conduct of Arbitral Proceedings</i> Equal Treatment of Parties 32. In any arbitral proceedings, the arbitral tribunal shall ensure that the parties are – (a) treated with equality and that each party is given a full opportunity of presenting its case. (b) Accorded a fair resolution of the dispute without unnecessary delay or expense.	

Arbitral proceedings 33. (1) The arbitral proceedings shall be in accordance with the procedure contained in the Arbitration Rules set out in the First Schedule to this Act except as otherwise agreed by the parties. (2) Where the rules referred to in subsection (1) of this Section contain no provision in respect of any matter related to or connected with particular arbitral proceedings, the arbitral tribunal may, subject to this Act, conduct the arbitral proceedings in such a manner as it considers appropriate so as to ensure a fair hearing. (3) The power conferred on the arbitral tribunal under subsection (2) of this section shall include the power to determine the admissibility, relevance, materiality and weight of any evidence placed before it. (4) Notwithstanding the provisions of this Act, the parties to an international commercial agreement may, agree in writing that disputes in relation to the agreement shall be referred to arbitration in accordance with the Arbitration Rules set out in the First Schedule to this Act, or the UNCITRAL Arbitration Rules or any other arbitration rules acceptable to the parties.	Arbitral Proceedings 33. (1) Subject to the provisions of this Bill, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings, otherwise, the arbitral proceedings shall be in accordance with the procedure contained in the Arbitration Rules set out in the First Schedule to this Bill. except as otherwise agreed by the parties. (2) Where the agreed procedure or Rules referred to in subsection (1) of this section contain no provision in respect of any matter related to or connected with particular arbitral proceedings, the arbitral tribunal may, subject to this Act, shall conduct the arbitral proceedings in such a manner as it considers appropriate so as to ensure a fair hearing to be consistent with section 30 of this Bill. (3) Retained as in the Bill (4) Deleted	This clause was redrafted to emphasise the principle of party autonomy. It is our contemplation that parties should decide how the proceedings are to be conducted.
The seat and place of the arbitration 34. (1) The seat of the arbitration shall be designated – (a) by the parties to the arbitration agreement, or (b) by any arbitral or other institution or person vested by the parties with powers in that regard, or	The Seat and Place of the Arbitration 34. (1) Retained as in the Bill (a) by the parties to the arbitration agreement, or failing such agreement; (b) by any arbitral or other institution or person vested authorised by the parties with powers in that regard, or failing such authorisation;	This clause was redrafted to draw a clear distinction between the juridical seat of the arbitration and the physical place the proceedings take place. It is also intended to make Nigeria a default seat of Arbitration in the absence of parties' agreement.

(c) by the arbitral tribunal if so authorized by the parties, or determined, in the absence of any such designation, having regard to the parties' agreement and all the relevant circumstances. The expression 'seat of arbitration' shall mean the juridical seat of the arbitration (for purposes of determination of the law that will govern the arbitration). (2) The parties may agree on the place of arbitration. Failing such agreement, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case, including the convenience of the parties. (3) Notwithstanding the provisions of subsection (2) of this Section, the arbitral tribunal may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of goods, other property or documents.	(c) by the arbitral tribunal if so authorized by the parties; (d) or determined, in the absence of any such designation, it shall be determined, having regard to the parties' agreement and all the relevant circumstances. (2) Where the parties have not designated the seat of the arbitration and they have not authorized any arbitral or other institution or the arbitral tribunal to designate the seat of the arbitration, then the seat of the arbitration shall be any place in Nigeria as the arbitral tribunal may determine, unless the arbitral tribunal decides that a place in another country should be the seat of the arbitration having regard to all the relevant circumstances, including, but not limited to: (a) the country with which the parties and the transaction have the closest connection; (b) the law that the parties have selected to govern their substantive rights under the contract, and (c) any law that the parties may have chosen to govern the arbitration. (3) Notwithstanding the provisions of subsections (1) and (2) of this Section, the arbitral tribunal may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of goods, other property or documents. (4) In this section the expression "seat of arbitration" shall means the juridical seat of the arbitration for purposes of determination of the law that will govern the arbitration.	
Commencement of arbitral proceedings 35. Unless otherwise agreed by the parties, arbitral proceedings in respect of	Commencement of Arbitral Proceedings 35. Retained as in the Bill	

a particular dispute shall commence on the date on which a written communication containing a request for the dispute to be referred to arbitration is received by the respondent.		
Application of Statutes of Limitation to arbitral proceedings 36. (1) The various Limitation Laws of the States apply to arbitral proceedings as they apply to judicial proceedings provided, however, that in computing the time prescribed by the applicable Limitation Laws for the commencement of judicial, arbitral or other proceedings in respect of a dispute which was the subject matter of— (a) of an award which the court orders to be set aside or declares to be of no effect, or (b) of the affected part of an award which the court orders to be set aside in part, or declares to be part of no effect, the period between the commencement of the arbitration and the date of the order referred to in paragraph (a) or (b) shall be excluded. (2) In determining for the purposes of the Limitation Laws when a cause of action accrued, any provision that an award is a condition precedent to the bringing of legal proceedings in respect of a matter to which an arbitration agreement applies shall be disregarded. (3) In this Part “Limitation Laws” means - the Limitation Laws applicable in each of the States of the Federation and provisions in respect of limitation as may be enacted by the National Assembly from time to time. (4) In computing the time for the commencement of proceedings to enforce an arbitral award, the period between the commencement of the arbitration and the date of the award shall be excluded.	Application of Statutes of Limitation to Arbitral Proceedings 36. (1) The various Limitation Act Laws of the States applies to arbitral proceedings as they apply to judicial proceedings. provided, however, that (2) In computing the time prescribed by the applicable Limitation Laws Act for the commencement of judicial, arbitral or other proceedings in respect of a dispute which was the subject matter of— (a) of an award which the court orders to be set aside or declares to be of no effect, or (b) of the affected part of an award which the court orders to be set aside in part, or declares to be in part of no effect, the period between the commencement of the arbitration and the date of the order referred to in paragraph (a) or (b) of subsection (1) of this section shall be excluded. (2) In determining for the purposes of the Limitation Laws Act when a cause of action accrued, any provision that an award is a condition precedent to the bringing of legal proceedings in respect of a matter to which an arbitration agreement applies shall be disregarded. (3) Deleted (4) In computing the time for the commencement of proceedings to enforce an arbitral award, the period between the commencement of the arbitration and the date of the award shall be excluded.	
Language to be used in arbitral proceedings 37. (1) The parties may agree on the language or languages to be used in the	Language to be used in Arbitral Proceedings 37. (1) The parties are free to agree on the language or languages to be	

arbitral proceedings. Failing such agreement, the arbitral tribunal shall determine the language or languages to be used in the proceedings. This agreement or determination, unless otherwise specified therein, shall apply to any written statement by a party, any hearing and any award, decision or other communication by the arbitral tribunal. (2) The arbitral tribunal may order that any documentary evidence shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.	used in the arbitral proceedings, but where they do not do so, the language to be used shall be English. (2) Any language or languages agreed upon by the parties or applied under subsection (1) of this section, shall, unless a contrary intention is expressed by the parties or the Arbitral Tribunal, be the language or languages to be used in any written statements by the parties, in any hearing, award decision or any other communication in the course of the arbitration. (2) Retained as in the Bill	
Points of claim and defence 38. (1) Within the period agreed upon by the parties or determined by the arbitral tribunal, the claimant shall, in its Points of Claim, state the facts supporting the claim, the points at issue and the relief or remedy sought, and the respondent shall state, in its Points of Defence, the response in respect of those particulars, unless the parties have otherwise agreed on the required elements of the points of claim and of defence. (2) The parties may submit such further statements as they may agree or as the arbitral tribunal may direct. (3) The parties may submit with their statements under subsections (1) and (2) of this Section, all the documents they consider to be relevant or they may add a reference to the documents, or other evidence they hope to submit during the course of the arbitral proceedings. (4) Unless otherwise agreed by the parties, a party may amend or supplement the claim or defence during the course of the arbitral proceedings, if the arbitral tribunal considers it appropriate to allow such amendment or supplement, having regard to the time that has elapsed before the making of the amendment or supplement and the need to avoid unnecessary delay and expense.	Points of Claim and Defence 38. (1) The claimant shall in the points of claim and within the period agreed upon by the parties or determined by the arbitral tribunal, the claimant shall, in Points of Claim, state the facts supporting the claim, the points at issue and the relief or remedy sought, and the respondent shall state, in the Points of Defence, the response in respect of those particulars, unless the parties have otherwise agreed on the required elements of the points of claim and defence. (2) Retained as in the Bill (3) Retained as in the Bill (4) Retained as in the Bill	

Power of the arbitral tribunal as to remedies 39. (1) The parties may agree on the powers exercisable by the arbitral tribunal as regards remedies. (2) Unless otherwise agreed by the parties, the arbitral tribunal has the following powers: (a) it may make a declaration as to any matter to be determined in the proceedings. (b) it may order the payment of a sum of money, in any currency claimed by a party. (c) The tribunal has the same powers as the court – (i) to order a party to do or refrain from doing anything; (ii) to order specific performance of a contract (other than a contract relating to land); (iii) to order the rectification, setting aside or cancellation of a deed or other document.	Power of the Arbitral Tribunal as to Remedies 39. Retained as in the Bill	
Hearing and written proceedings 40. (1) Subject to any contrary agreement by the parties, the arbitral tribunal shall decide whether the arbitral proceedings shall be conducted - (a) by holding oral hearings for the presentation of evidence or oral arguments; or (b) on the basis of documents or other materials; or (c) by both holding oral hearings and on the basis of documents or other materials as provided in paragraphs (a) and (b) of this subsection, and unless the parties have agreed that no hearing shall be held, the	Hearing and Written Proceedings 40. (1) Retained as in the Bill (a) Retained (b) Retained (c) by a combination of the methods described in paragraphs (a) and (b) of this subsection, and unless the parties have agreed that no hearing be held, the Arbitral Tribunal shall hold such	

arbitral tribunal shall hold such hearings at an appropriate stage of the proceedings if requested so to do by any of the parties. (2) The arbitral tribunal shall give the parties sufficient advance notice of any hearing and of any meeting of the arbitral tribunal, held for the purposes of inspection of documents, goods, or other property. (3) Except on the application for a Preliminary Order under Section 24 of this Act, every statement, document or other information supplied to the arbitral tribunal or other authority by one party shall be communicated to the other party. Also any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision shall be communicated to the parties. (4) A copy of any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision shall be delivered to the parties. (5) Unless otherwise agreed by the parties, the arbitral tribunal may for the purposes of the arbitral proceedings concerned: (a) direct that a party to an arbitration agreement or a witness who gives evidence in proceedings before the arbitral tribunal be examined on oath or on affirmation, and (b) administer oaths or affirmations for the purposes of the examination.	hearings at an appropriate stage of the proceedings if requested so to do by any of the party. (2) Retained as in the Bill (3) Except on the application for a Preliminary Order under Section 24 of this Act, every statement, document or other information supplied to the arbitral tribunal or other authority by one party shall be communicated to the other party. Also any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision shall be communicated to the parties. (4) Any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision shall be delivered made available to the parties. (5) Unless otherwise agreed by the parties, the arbitral tribunal may for the purposes of the arbitral proceedings concerned: (a) direct that a party to an arbitration agreement or a witness who gives evidence in proceedings before the arbitral tribunal be examined on oath or on affirmation, and (b) administer oaths or affirmations for the purposes of the examination.	
Consolidation and Concurrent hearing 41. (1) The Parties may agree- (a) that the arbitral proceedings shall be consolidated with other arbitral proceedings, or (b) that concurrent hearings shall be held on such terms as may be agreed.	Consolidation and Concurrent Hearing 41. (1) Retained as in the Bill (a) that the an arbitral proceedings shall be consolidated with other arbitral proceedings between the same parties, or (b) that for the purpose of two or more proceedings between the same parties, concurrent hearings shall be held on such terms as	Redrafted to reflect international best practice.

(2) Unless the parties agree to confer such power on the tribunal, the arbitral tribunal has no power to order consolidation of proceedings or concurrent hearings. (3) In deciding whether to consolidate, the arbitral tribunal shall take into account the circumstances of the case. Relevant factors may include, but are not limited to, whether one or more arbitrators have been nominated or confirmed in more than one of the arbitrations, and if so, whether the same or different arbitrators have been confirmed. (4) Where the arbitral tribunal decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or the arbitral tribunal decides otherwise taking into account the circumstances of the case. The arbitral tribunal shall provide copies of such decision to all parties and to any confirmed arbitrators in all arbitrations. (5) The consolidation of two or more arbitrations is without prejudice to the validity of any act done or order made by a Court in support of the relevant arbitration before it was consolidated. (6) Where the Arbitral Tribunal decides to consolidate two or more arbitrations, the parties to all such arbitrations shall be deemed to have waived their right to designate an arbitrator. The arbitrator(s) in the proceedings into which the other arbitrations are consolidated shall continue with the consolidated proceedings. (7) Where any arbitrator ceases to act pursuant to subsection (6) of this section, it shall be without prejudice to: (a) the validity of any act done or order made by that arbitrator before his	may be agreed. (2) Retained as in the Bill (3) In deciding whether to consolidate proceedings or to hold concurrent hearings, the arbitral tribunal shall take into account the circumstances of the case, which Relevant factors may include, but are not limited to, whether one or more arbitrators have been nominated or confirmed in more than one of the arbitral proceedings, and if so, whether the same or different arbitrators have been confirmed or appointed. (4) Where the Arbitral Tribunal decides to consolidate two or more arbitral proceedings, the arbitral proceedings the arbitrations shall be consolidated into the arbitral proceedings that commenced first, unless all parties agree or the arbitral tribunal decides otherwise taking into account the circumstances of the case. (5) The Arbitral Tribunal shall provide copies of such decision to all parties and to any confirmed arbitrator(s) in all arbitral proceedings. (6) The consolidation of two or more arbitral proceedings is without prejudice to the validity of any act done or order made by a Court in support of the relevant arbitral proceedings before it was consolidated. (7) Where the arbitral tribunal decides to consolidate two or more arbitral proceedings, the parties to all such arbitral proceedings shall be deemed to have waived their right to designate an arbitrator and arbitrator(s) in the proceedings into which the other arbitral proceedings are consolidated shall continue with the consolidated proceedings. (8) Where any arbitrator ceases to act pursuant to subsection (7) of this section, it shall be without prejudice to: (a) Retained as in the Bill
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or her appointment ceased; (b) the arbitrator's entitlement to fees and expenses subject to Section 52(2) of this Act; and (c) the date when any claim or defence was raised for the purpose of applying any Statutes of Limitation or any similar rule or provision. (8) The parties waive any objection, on the basis of the arbitral tribunal's decision to consolidate, to the validity and/or enforcement of any award made by the arbitral tribunal in the consolidated proceedings.	(b) the arbitrator's entitlement to fees and expenses subject to Section 50 (2) of this Act; and (c) Retained as in the Bill (9) The parties shall not object waive any objection, on the basis of the arbitral tribunal's decision to consolidate, to the validity and/or enforcement of any award made by the arbitral tribunal in the consolidated proceedings on the basis of the arbitral proceedings under this section.	
Joinder of parties 42. (1) The Arbitral Tribunal shall have the power to allow an additional party to be joined to the arbitration, provided that, <i>prima facie</i>, the additional party is bound by the arbitration agreement giving rise to the arbitration. (2) The Arbitral Tribunal's decision pursuant to subsection (1) of this Section is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision. (3) An existing party to the arbitral proceedings wishing to join an additional party to the arbitration shall submit a Request for Joinder to the tribunal. The Tribunal may fix a time limit for the submission of a Request for Joinder. (4) The Request for Joinder shall include the following: (a) the names and addresses, telephone numbers, and email addresses of each of the parties in the existing arbitration, and the additional party; (b) a request that the additional party be joined to the arbitration; (c) a reference to the contract(s) or other legal instrument(s) out of or in relation to which the request arises; (d) a statement of the facts supporting the request;	Joinder of Parties 42. (1) Retained as in the Bill (2) Retained as in the Bill (3) An existing party to the arbitral proceedings wishing to join an additional party to the arbitration shall submit a Request for Joinder to the tribunal and the Tribunal may fix a time limit for the submission of a Request for Joinder. (4) Retained as in the Bill	

(e) the legal arguments supporting the request; (f) the relief or remedy sought; and (g) confirmation that copies of the Request for Joinder and any exhibits included therewith have been or are being served simultaneously on all other parties and the tribunal. (5) Within fifteen (15) days of receiving the Request for Joinder, the additional party shall submit to the tribunal an Answer to the Request for Joinder. The Answer to the Request for Joinder shall include the following: (a) the name, address, telephone numbers, and email address of the additional party and its counsel if different from the description contained in the Request for Joinder; (b) any plea that the Arbitral Tribunal has been improperly constituted and/or lacks jurisdiction over the additional party; (c) the additional party's comments on the particulars set forth in the Request for Joinder, pursuant to Section 42(4) (a) to (e); (d) the additional party's answer to the relief or remedy sought in the Request for Joinder, pursuant to Section 42(4)(f); (e) details of any claims by the additional party against any other party to the arbitration; (f) confirmation that copies of the Answer to the Request for Joinder and any exhibits included therewith have been or are being served simultaneously on all other parties and the arbitral tribunal. (6) A third party wishing to be joined as an additional party to the	(5) The additional party shall submit to the tribunal an Answer to the Request for Joinder within fifteen (15) days of the receipt of the Request for Joinder. (6) The Answer to the Request for Joinder shall include the following: (a) Retained as in the Bill (b) Retained as in the Bill (c) the additional party's comments on the particulars set forth in the Request for Joinder, pursuant to Section 40 (4) (a) to (e); (d) the additional party's answer to the relief or remedy sought in the Request for Joinder, pursuant to Section 40 (4) (f); (e) Retained as in the Bill (f) Retained as in the Bill (7) A third party wishing to be joined as an additional party to the	
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arbitration shall submit a Request for Joinder to the arbitral tribunal. The provisions of subsection (4) of this Section shall apply to such Request for Joinder. (7) Within 15 days of receiving a Request for Joinder pursuant to Section 42(3) or 42(6), the other parties to the arbitration shall submit their comments on the Request for Joinder to the arbitral tribunal. Such comments may include (without limitation) the following particulars: (a) any plea that the arbitral tribunal lacks jurisdiction over the additional party; (b) comments on the particulars set forth in the Request for Joinder, pursuant to Section 42 (4) (a) to (e); (c) answer to the relief or remedy sought in the Request for Joinder, pursuant to Section 42 (4) (f); (d) details of any claims against the additional party; and (e) confirmation that copies of the comments have been or are being served simultaneously on all other parties and the tribunal. (8) Where an additional party is joined to the arbitration, the date on which the Request for Joinder is received by the arbitral tribunal shall be deemed to be the date on which the arbitration in respect of the additional party commences. (9) The parties waive any objection, on the basis of any decision to join an additional party to the arbitration, to the validity and/or enforcement of any award made by the arbitral tribunal in the arbitration.	arbitration shall submit a Request for Joinder to the arbitral tribunal and the provisions of subsection (4) of this Section shall apply to such Request for Joinder. (8) The other parties to the arbitration shall submit their comments on the Request for Joinder to the arbitral tribunal within 15 days of receiving a Request for Joinder pursuant to Section 40 (3) or 40 (6) and such comments may include but not limited to the following particulars: (a) Retained as in the Bill (b) comments on the particulars set forth in the Request for Joinder, pursuant to Section 40 (4) (a) to (e); (c) answer to the relief or remedy sought in the Request for Joinder, pursuant to Section 40 (4) (f); (d) Retained as in the Bill (e) Retained as in the Bill (9) Retained as in the Bill (10) The parties shall not object wave any objection, on the basis of the arbitral tribunal's decision to consolidate, to the validity and/or enforcement of any award made by the arbitral tribunal in the consolidated proceedings on the basis of the arbitral proceedings under this section.	
Default of a party 43. (1) Unless otherwise agreed by the parties, if, without showing sufficient cause —	Default of a Party 43. (1) Retained as in the Bill	

(a) the claimant fails to state the claim as required under Section 38(1) of this Act, the arbitral tribunal shall terminate the proceedings; or (b) the respondent fails to state the defence as required under Section 38(1) of this Act, the arbitral tribunal shall continue the proceedings without treating such failure in itself as an admission of the claimant's allegation; or (c) any party fails to appear at a hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make an award. (2) The parties may agree on the powers of the arbitral tribunal in case of a party's failure to do anything necessary for the proper and expeditious conduct of the arbitration. (3) Unless otherwise agreed by the parties, if the arbitral tribunal is satisfied that there has been inordinate and inexcusable delay on the part of the claimant in pursuing the claim and that the delay- (a) gives rise, or is likely to give rise, to a substantial risk that a fair resolution of the issues in that claim will not be possible, or (b) has caused, or is likely to cause serious prejudice to the respondent, the arbitral tribunal may make an award dismissing the claim. (4) Unless otherwise agreed by the parties, if without showing sufficient cause a party, (a) fails to attend or be represented at an oral hearing of which due notice was given, or	(a) the claimant fails to state the claim as required under section 36 (1) of this Bill, the arbitral tribunal shall terminate the proceedings provided that where a respondent has a counterclaim or has evinced an intention to file same, the proceedings shall not be terminated; or (b) the respondent fails to state the defence as required under section 36 (1) of this Act, the arbitral tribunal shall continue the proceedings without treating such failure in itself as an admission of the claimant's allegation; or (c) any party fails to appear at a hearing or to produce evidence whether documentary or otherwise, the arbitral tribunal may continue the proceedings and make an award on the evidence before it. (2) The parties may agree on any additional powers of the arbitral tribunal in case of a party's failure to do anything necessary for the proper and expeditious conduct of the arbitration in case of a party's default. (3) Retained as in the Bill (a) Retained as in the Bill (b) Retained as in the Bill (4) Deleted	
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(b) where matters are to be dealt with in writing, fails after due notice to submit written evidence or make written submissions, the arbitral tribunal may continue the proceedings in the absence of that party or, as the case may be, without any written evidence or submissions on the party's behalf, and may make an award on the basis of the evidence before it. (5) Unless otherwise agreed by the parties, if without showing cause, a party fails to comply with any order or directions of the arbitral tribunal, the arbitral tribunal may make a peremptory order to the same effect, prescribing such time for compliance with it as the tribunal considers appropriate. (6) Unless otherwise agreed by the parties, if a claimant fails to comply with a peremptory order of the arbitral tribunal to provide security for costs, the arbitral tribunal may make an award dismissing its claim. (7) Unless otherwise agreed by the parties, if a party fails to comply with any other kind of peremptory order, then the tribunal may- (a) direct that the party in default shall not be entitled to rely upon any allegation or material which was the subject matter of the order; (b) draw such adverse inferences from the act of non-compliance as the circumstances justify; (c) proceed to an award on the basis of such materials as have been properly provided to it; (d) make such order as it thinks fit as to the payment of costs of the arbitration incurred in consequence of the non-compliance.	(4) Retained as in the Bill (5) Retained as in the Bill (6) Retained as in the Bill	
Power of arbitral tribunal to appoint expert 44. (1) Unless otherwise agreed by the parties, the arbitral tribunal may -	Power of Arbitral Tribunal to Appoint Expert 44. Retained as in the Bill	

(a) appoint one or more experts to report to it on a specific issue to be determined by the arbitral tribunal; (b) subject to any legal privilege that a party may assert, require a party to give to the expert any relevant information or to produce or provide access to any documents, goods or other properties for inspection. (2) Unless otherwise agreed by the parties, if a party so requests or if the arbitral tribunal considers it necessary, any expert appointed under subsection (1) of this Section shall, after delivering the expert's written or oral report, participate in a hearing where the parties shall have the opportunity of putting questions to the expert and presenting other expert witnesses to testify on their behalf on the points at issue.		
Power of Court to order attendance of witness 45. (1) At the request of a party to the arbitral proceedings, a Court or a Judge may order that a writ of subpoena <i>ad testificandum</i> or of subpoena <i>duces tecum</i> shall be issued to compel the attendance before any arbitral tribunal of a witness wherever they may be within Nigeria. (2) The Court or a Judge may also order that a writ of <i>habeas corpus ad testificandum</i> shall issue to bring up a prisoner for examination before any arbitral tribunal. (3) The provisions of any written law relating to the service or execution outside a State of the Federation of any such subpoena or order for the production of a prisoner, issued or made in civil proceedings by the Court, shall apply in relation to a subpoena or order issued or made under this Section.	Power of Court to Order Attendance of Witness 45. (1) At the request of a party to the arbitral proceedings, a Court or a Judge in Chambers may order that a writ of subpoena <i>ad testificandum</i> or of subpoena <i>duces tecum</i> shall be issued to compel the attendance before any arbitral tribunal of a witness wherever they may be within Nigeria. (2) The Court or a Judge in Chambers may also order that a writ of <i>habeas corpus ad testificandum</i> shall issue to bring up a prisoner for examination before any arbitral tribunal. (3) Retained as in the Bill	
<i>Making of Award and Termination of Proceedings</i> Decision making by arbitral tribunal 46. (1) In an arbitral tribunal comprising more than one arbitrator, any decision of the tribunal shall, unless otherwise agreed by the parties, be made by a majority of all its members.	<i>Making of Award and Termination of Proceedings</i> Decision Making by Arbitral Tribunal 46. In an arbitral tribunal comprising with more than one arbitrator, any decision of the tribunal shall, unless otherwise agreed by the parties, be made by a majority of all its members.	

(2) In any arbitral tribunal, the presiding arbitrator may, if so authorized by the parties or all the members of the arbitral tribunal, decide questions relating to the procedure to be followed at the arbitral proceedings.	(2) Subject to any applicable mandatory provisions under this law, in any arbitral tribunal, the presiding arbitrator may, if so authorized by the parties or all the members of the arbitral tribunal, decide questions relating to the procedure to be followed at the arbitral proceedings.	
Settlement 47. (1) If, during the arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the arbitral proceedings, and shall, if requested by the parties and agreed to by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms. (2) An award on agreed terms recorded under subsection (1) of this Section shall: (a) be in accordance with the provisions of Section 49 of this Act and state that it is such an award; and (b) have the same status and effect as any other award on the merits of the case.	Settlement 47. (1) Retained as in the Bill (2) Retained as in the Bill (a) be in accordance with the provisions of Section 47 of this Bill and state that it is such an award; and (b) Retained as in the Bill	
Interest 48. (1) The parties may agree on the powers of the arbitral tribunal as regards the award of interest. (2) Unless otherwise agreed by the parties the following provisions shall apply. (a) The arbitral tribunal may award simple or compound interest from such dates, at such rates and with such rests as it considers just - (i) on the whole or part of any amount awarded by the arbitral tribunal, in respect of any period up to the date of the award; (ii) on the whole or part of any amount claimed in the arbitration and outstanding at the commencement of the arbitral proceedings but	Award of Interest 48. (1) The parties may agree on the powers of the arbitral tribunal to the award of interest. (2) Retained as in the Bill (a) Retained as in the Bill	

paid before the award was made, in respect of any period up to the date of payment; (b) The arbitral tribunal may award simple or compound interest from the date of the award (or any later date) until payment, at such rates and with such interests as it considers just in the case, on the outstanding amount of any award (including any award of interest under subsection (3) and any award as to costs); (c) References in this section to an amount awarded by the arbitral tribunal include an amount payable in consequence of a declaratory award by the tribunal. (3) The above provisions do not affect any other power of the arbitral tribunal to award interest.	(b) The arbitral tribunal may award simple or compound interest from the date of the award, or any later date, until payment, at such rates and with such interests as it considers just in the case, on the outstanding amount of any award, including any award of interest under subsection (3) and any award as to costs; (c) Retained as in the Bill (3) Deleted	
Form and contents of award 49. (1) Any award made by the arbitral tribunal shall be in writing and signed by the arbitrators. (2) Where the arbitral tribunal comprises more than one arbitrator, the signatures of a majority of all the members of the arbitral tribunal shall suffice, if the reason for the absence of any signature is stated. (3) The arbitral tribunal shall state on the award - (a) the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms under Section 47 of this Act; (b) the date it was made; and (c) the seat of the arbitration as agreed or determined under Section 34(1) of this Act, which seat shall be deemed to be the place where the award was made.	Form and Contents of Award 49. (1) Retained as in the Bill (2) Retained as in the Bill (3) Retained as in the Bill (a) the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms under Section 45 of this Bill; (b) Retained as in the Bill (c) the seat of the arbitration as agreed or determined under Section 32 (1) of this Bill, which seat shall be deemed to be the place where the award was	

(4) Subject to the provisions of Section 56 of this Act, which relate to the power of the arbitral tribunal to withhold an award upon a failure to pay fees and expenses of the arbitrators, a copy of the award made and signed by the arbitrators in accordance with subsections (1) and (2) of this Section shall be delivered to each party.	made. (4) Subject to the provisions of section 54 of this Bill, which relate to the power of the arbitral tribunal to withhold an award upon a failure to pay fees and expenses of the arbitrators, a copy of the award made and signed by the arbitrators in accordance with subsections (1) and (2) of this section shall be delivered to each party.	
Termination of proceedings 50. (1) The arbitral proceedings shall terminate, when the final award is made or when an order of the arbitral tribunal is issued under subsection (2) of this Section. (2) The arbitral tribunal shall issue an order for the termination of the arbitral proceedings when - (a) the claimant withdraws the claim, unless the respondent objects thereto and the arbitral tribunal recognizes a legitimate interest on its part in obtaining a final settlement of the dispute; or (b) the parties agree to the termination of the arbitral proceedings; or (c) the arbitral tribunal finds that continuation of the arbitral proceedings has for any other reason become unnecessary or impossible. (3) Subject to the provisions of Sections 51 and 57(3) of this Act, the mandate of the arbitral tribunal shall cease on termination of the arbitral proceedings.	Termination of Proceedings 50. (1) Retained as in the Bill (2) Retained as in the Bill (3) Subject to the provisions of Sections 49 and 55 (3) and (6) of this Bill, the mandate of the arbitral tribunal shall cease on termination of the arbitral proceedings.	
Correction and interpretation of award and additional award 51. (1) Unless another period has been agreed upon by the parties, a party may, within thirty (30) days of the receipt of an award and with notice to the other party, request the arbitral tribunal -	Correction and Interpretation of Award and Additional Award 51. (1) Retained as in the Bill	

(a) to correct in the award any errors in computation, any clerical or typographical errors or any errors of a similar nature; (b) to give an interpretation of a specific point or part of the award. (2) If the arbitral tribunal considers any request made under subsection (1) of this Section to be justified, it shall, within thirty (30) days of receipt of the request, make the correction or give the interpretation, and such correction or interpretation shall form part of the award. (3) The arbitral tribunal may, on its own volition and within thirty (30) days from the date of the award, correct any error of the type referred to in subsection (1) (a) of this Section. (4) Unless otherwise agreed by the parties, a party may within thirty (30) days of receipt of the award, request the arbitral tribunal to make an additional award as to the claims presented in the arbitral proceedings but omitted from the award. (5) If the arbitral tribunal considers any request made under subsection (4) of this Section to be justified, it shall, within sixty (60) days of the receipt of the request, make the additional award. (6) The arbitral tribunal may, if it considers it necessary, extend the time limit within which it shall make a correction, give an interpretation or make an additional award under subsection (2) or (5) of this section. (7) The provisions of Section 49 of this Act, which relate to the form and contents of an award, shall apply to any correction or interpretation or to an additional award made under this Section.	(2) Retained as in the Bill (3) Retained as in the Bill (4) Retained as in the Bill (5) Retained as in the Bill (6) Retained as in the Bill (7) The provisions of section 47 of this Bill, which relate to the form and contents of an award, shall apply to any correction or interpretation or to an additional award made under this section.	
<i>Costs</i> Costs of the arbitration 52. (1) The arbitral tribunal shall fix costs of arbitration in its award and the term "costs" includes:	<i>Costs</i> Costs of the Arbitration 52. Retained as in the Bill	

(a) the fees of the arbitrators ; (b) the travel and other expenses incurred by the arbitrators; (c) the cost of expert advice and of other assistance required by the arbitral tribunal; (d) the travel and other expenses of parties, witnesses and other experts consulted by the parties to the extent that such expenses are approved by the arbitral tribunal having regard to what is reasonable in the circumstances; (e) the costs for legal representation and assistance of the successful party if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable; (f) administrative costs such as cost of the arbitral institution or the appointing authority, cost of venue, sitting and correspondence; (g) the costs of obtaining Third-Party Funding; and (h) other costs. (2) The fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitrators and any other relevant circumstances of the case.		
Deposit of costs 53. (1) The arbitral tribunal, on its establishment, may request each party to deposit an equal amount as an advance for the costs referred to in paragraphs (a), (b) and (c) of Section 52(1) of this Act.	Deposit of Costs 53. (1) The arbitral tribunal, on its establishment, may request each party to deposit an equal amount as an advance for the costs referred to in paragraphs (a), (b) and (c) of Section 50(1) of this Bill.	

(2) During the course of the arbitral proceedings, the arbitral tribunal may request supplementary deposits from the parties. (3) If the required deposits are not paid in full within thirty (30) days after the receipt of the request, the arbitral tribunal shall so inform the parties in order that one or more of them may make the required payment; and if such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.	(2) Retained as in the Bill (3) Retained as in the Bill	
Security for costs 54. (1) The arbitral tribunal shall have the power (upon the application of a party) to order any claiming or counterclaiming party to provide security for the legal or other costs of any other party by way of deposit or bank guarantee or in any other manner and upon such terms as the arbitral tribunal considers appropriate. Such terms may include the provision by that other party of a cross-indemnity, itself secured in such manner as the arbitral tribunal considers appropriate, for any costs and losses incurred by such claimant or counterclaimant in providing security. (2) The amount of any costs and losses payable under a cross-indemnity under subsection (1) of this Section may be determined by the arbitral tribunal in one or more awards. (3) In the event that a claiming or counterclaiming party does not comply with any order to provide security under this Section, the arbitral tribunal may stay that party's claims or counterclaims or dismiss them in an award.	Security for Costs 54. (1) The arbitral tribunal shall have the power, upon the application of a party, to order any claiming or counterclaiming party to provide security for the legal or other costs of any other party by way of deposit or bank guarantee or in any other manner and upon such terms as the arbitral tribunal considers appropriate, Such terms may including the provision by that other party of a cross-indemnity, itself secured in such manner as the arbitral tribunal considers appropriate, for any costs and losses incurred by such claimant or counterclaimant in providing security. (2) Retained as in the Bill (3) Retained as in the Bill	
Joint and several liability of the parties for arbitrator's fees and expenses 55. (1) The parties are jointly and severally liable to pay the arbitrators such reasonable fees and expenses , if any, as are appropriate in the circumstances. (2) In this Section references to arbitrators include an arbitrator who has ceased to act and umpire who has not replaced the other arbitrators, an arbitral institution and an appointing authority.	Joint and Several Liability of the Parties for Arbitrator's Fees and Expenses 55. (1) Retained as in the Bill (2) In this section, references to arbitrators include an arbitrator who has ceased to act and umpire who has not replaced the other arbitrators, an arbitral institution and an appointing authority, who ceased to act.	
Lien on the award 56. (1) The arbitral tribunal or institution may refuse to deliver an award to	Lien on the Award 56. (1) Retained as in the Bill	

the parties except upon full payment of the fees and expenses of the arbitrators or the arbitral institution.

(2) In the event that the fees and expenses of the arbitrators or the arbitral institution have not been agreed, and the arbitral tribunal or arbitral institution refuses on that ground to deliver an award, a party to the arbitral proceedings may (upon notice to the other parties, the tribunal and, if applicable, the arbitral institution) apply to the Court, which may order that:

- (a) the arbitral tribunal or arbitral institution shall deliver the award on the payment into Court by the applicant of the fees and expenses demanded, or such lesser amount as the Court may specify,
- (b) the amount of the fees and expenses properly payable shall be determined by such means and upon such terms as the Court may direct, and
- (c) out of the money paid into Court there shall be paid out such fees and expenses as may be found to be properly payable and the balance of the money (if any) shall be paid out to the applicant.

(3) For this purpose the amount of fees and expenses properly payable is the amount the applicant is liable to pay under Section 55 or any agreement relating to the payment of the arbitrators.

(4) No application to the Court may be made where there is any available arbitral process for appeal or review of the amount of the fees or expenses demanded.

(5) References in this Section to arbitrators include an arbitrator who has ceased to act and an umpire who has not replaced the other arbitrators.

(6) The leave of the Court is required for any appeal from a decision of

(2) In the event that the fees and expenses of the arbitrators or the arbitral institution have not been agreed, and the arbitral tribunal or arbitral institution refuses on that ground to deliver an award, a party to the arbitral proceedings may, upon notice to the other parties, the tribunal and, if applicable, the arbitral institution, apply to the Court, which may order that:

- (a) the arbitral tribunal or arbitral institution shall deliver the award on the payment into Court by the applicant of the fees and expenses **due or** demanded, or such lesser amount as the Court may specify,
- (b) Retained as in the Bill
- (c) out of the money paid into Court there shall be paid out such fees and expenses as may be found to be properly payable and the balance of the money, if any, shall be paid out to the applicant.

(3) For this purpose the amount of fees and expenses properly payable is the amount the applicant is liable to pay under Section 53 or any agreement relating to the payment of the arbitrators.

(4) No application to the Court may be made **unless** any available arbitral process for appeal or review of the amount of the fees or expenses demanded **has been exhausted**.

(5) References in this section to arbitrators include an arbitrator who has ceased to act. ~~and an umpire who has not replaced the other arbitrators.~~

(6) Retained as in the Bill

the Court under this Section. (7) Nothing in this section shall be construed as excluding an application under Section 57 where payment has been made to the arbitrators in order to obtain the award.	(7) Nothing in this section shall be construed as excluding an application under Section 55 where payment has been made to the arbitrators in order to obtain the award.	
<i>Recourse against Award</i> Application for setting aside an arbitral award 57. (1) A party who is aggrieved by an arbitral award may within three (3) months: (a) from the date the party making the application had received the award; or (b) in a case falling within Section 51 of this Act, from the date the request for additional award is disposed of by the arbitral tribunal, by way of an application for setting aside, request the Court to set aside the award in accordance with subsection (3) of this Section. (2) An application for setting aside an arbitral award shall not be made on the ground of an error of the face of the award, or any other ground except as set out in subsection (3) of this Section. (3) The Court may set aside an arbitral award if and only if -- (a) if the party making the application furnishes proof - (i) that a party to the arbitration agreement was under some legal incapacity; or (ii) that the arbitration agreement is not valid	<i>Recourse against Award</i> Application for Setting Aside an Arbitral Award 57. (1) A party who is aggrieved by an arbitral award may have recourse to a court against the arbitral award by way of an application made for setting aside in accordance with subsections (3) and (4) of this section. (a) Deleted (b) Deleted Deleted (2) An application for setting aside an arbitral award shall not be made on the ground of an error on the face of the award, or any other ground except those expressly stated in subsection (3) of this section. (3) The Court may set aside an arbitral award if - and only if (a) if the party making the application furnishes proof that: (i) that a party to the arbitration agreement was under some legal incapacity; or (ii) that the arbitration agreement is not valid under the law which	This clause was redrafted so as to comply with the United Nations Commission on International Trade Law.

under the law which the parties have indicated should be applied, or failing such indication, that the arbitration agreement is not valid under the laws of Nigeria; or (iii) that the party was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise not able to present its case; or (iv) the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration; or (v) that the award contains decisions on matters which are beyond the scope of the submission to arbitration, so however that if the decisions on matters submitted to arbitration can be separated from those not submitted, only that part of the award which contains decisions on matters not submitted to arbitration may be set aside; or (vi) the composition of the arbitral tribunal, or the arbitral procedure, was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Bill from which the parties cannot derogate; or (vii) where there is no agreement between the parties under subparagraph (vi) of this paragraph, that the composition of the arbitral tribunal or the arbitral procedure was not in accordance with this Bill; or (b) if the Court finds -	the parties have indicated should be applied, or failing such indication, that the arbitration agreement is not valid under the laws of the Federal Republic of Nigeria; or (iii) that the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise not able to present its case; or (iv) Retained as in the Bill (v) that the award contains decisions on matters which are beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not submitted, only that part of the award which contains decisions on matters not submitted to arbitration may be set aside; or (vi) Retained (vii) Retained (b) if the Court finds that:	
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(i) that the dispute arises out of an illegal contract, or (ii) that the subject matter of the dispute is otherwise not capable of settlement by arbitration under the laws of Nigeria; or (iii) that the award is against public policy of Nigeria. (4) If the Court is satisfied that one or more of the grounds set out in subsection (3) of this section has been proved and that it has caused or will cause substantial injustice to the applicant, the court may: (a) remit the award to the tribunal, in whole or in part, for reconsideration; (b) set the award aside in whole or in part, or (c) declare the award to be of no effect, in whole or in part. (5) The Court shall not exercise its power to set aside or to declare an award to be of no effect, in whole or in part, unless it is satisfied that it would be inappropriate to remit the matter in question to the tribunal for consideration.	(i) that the dispute arises out of an illegal contract, or (ii) that the subject matter of the dispute is otherwise not capable of settlement by arbitration under the laws of Nigeria; or (iii) that the award is against public policy of the Federal Republic of Nigeria. (4) An application for setting aside shall not be made after three (3) months have elapsed from the date on which the party making that application had received the award or, if a request had been made under Section 49, from the date on which that request had been disposed of by the arbitral tribunal. (5) Retained as in the Bill (a) Retained (b) set aside the award aside in whole or in part, or (c) Retained (6) Retained as in the Bill (7) The Court, when asked to set aside an award, may, where appropriate and so requested by a party, suspend the setting aside proceedings for a period of time determined by it in order to give the	
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	arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the arbitral tribunal's opinion will eliminate the grounds for setting aside.	
	Review of Arbitral Award 58. (1) Notwithstanding subsection (1) of this section, the parties may provide in their arbitration agreement that an application to review an arbitral award on any of the grounds set out in subsection (3) of this section shall be made to an Award Review Tribunal. (2) Where the parties have agreed that an award shall be reviewed by an Award Review Tribunal, a party who is aggrieved by an arbitral award and who seeks to challenge such award on any of the grounds set out in subsection (3) of this section shall, within the same time frame specified in subsection (4) of this section, give the other party a written communication indicating its intent to challenge the award. (3) The Notice of Challenge shall include the documents referred to in section 57 (2) of this Bill. (4) Unless the parties otherwise agree: (a) the Award Review Tribunal shall consist of the same number of arbitrators in the arbitral tribunal that first determined the dispute; and (b) the Award Review Tribunal shall be constituted, when in the case of an arbitral proceedings presided by a sole arbitrator in the first instance nominated for the review tribunal, accepts appointment or, where there are more than one arbitrator, when all the arbitrators accept their appointments in the review tribunal. (5) The following provisions of this Act shall apply <i>mutatis mutandis</i> to the Award Review Tribunal:	This is to ensure finality of arbitral awards, by providing for an Award Review Tribunal as an optional provision instead of going to the court in the first instance.

	(a) section 7 (Appointment of Arbitrators); (b) section 8 (grounds for challenge); (c) section 9 (challenge procedure); (d) section 10 (failure or impossibility to act); (e) section 11 (appointment of substitute arbitrator); (f) section 12 (Withdrawal, death and cessation of office of an arbitrator); (g) section 13 (immunity of arbitrator and arbitral institution); (h) section 14 (competence of arbitral tribunal to rule on its jurisdiction); (i) section 30 (equal treatment of parties); (j) section 41 (default of a party); (k) section 44 (decision making of arbitral tribunal) (l) section 47 (form and content of award); (m) section 50 (costs) and Article 42 of the First Schedule (fees and expenses of arbitrators); (n) section 53 (joint and several liability of the parties for arbitrator's fees and expenses); (o) section 54 (lien on the Award).	
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(6) The parties may agree the procedure to be followed by the Award Review Tribunal, otherwise the Award Review Tribunal shall conduct its proceedings in such manner as it considers appropriate and the Award Review Tribunal shall endeavour to render its decision in the form of an award within sixty (60) days from the date on which it is constituted.

(7) An application for enforcement of an award under section 57 of this Act may be made to the Court notwithstanding that a party has given a Notice of Challenge to the other party under subsection 2 of this section, save that:

- (a) proceedings upon such application for enforcement shall be stayed until after the decision of the Award Review Tribunal has been rendered, and
- (b) notwithstanding (a) above, the court may make such orders as to the interim preservation of the subject of the dispute, or as to giving security for the award as may be just in the circumstances of the case.

(8) Where the Award Review Tribunal has set aside the award in whole or in part, a party may apply to the Court to review the decision of the Award Review Tribunal and if the Court decides that the decision of the Award Review Tribunal cannot stand, having regard to the ground on which the Award Review Tribunal sets aside the award, shall reinstate the award, or the part of it that was set aside.

(9) Where the Award Review Tribunal has affirmed the Award in whole or in part, an application to the Court to set aside the award of the First Instance Tribunal or the award of the Award Review Tribunal, such application may only be made on the grounds set out in section 55 (3) (b) (i) (ii) (arbitrability) and (iii) (public policy) of this Bill.

Recognition and enforcement of Awards 58. (1) An arbitral award shall, irrespective of the Country or State (in the case of domestic arbitration) in which it is made, be recognized as binding, and subject to this Section and Section 59 of this Act, shall upon application in writing to the Court, be enforced by the Court. (2) The party relying on an award or applying for its enforcement shall supply: (a) the duly authenticated original award or a duly certified copy thereof; (b) the original arbitration agreement or a duly certified copy thereof; and (c) where the award or arbitration agreement is not made in the English language, a duly certified translation thereof into the English language. (3) An award may, by leave of the Court or a Judge, be enforced in the same manner as a judgment or order with the same effect.	Recognition and Enforcement of Awards 59. (1) An arbitral award shall, irrespective of the Country or State in which it is made, be recognized as binding and upon application in writing to the Court, be enforced by the Court subject to the provisions of this section and section 58 of this Bill. (2) Retained as in the Bill (a) the original award or a certified copy thereof; (b) the original arbitration agreement or a duly certified copy thereof; and (c) where the award or arbitration agreement is not made in the English language, a duly certified translation thereof into the English language. (3) Retained as in the Bill	
Refusal of recognition or enforcement of awards 59. (1) Any of the parties to an arbitration agreement may request the Court to refuse recognition or enforcement of the award. (2) The Court where recognition or enforcement of an award is sought or where application for refusal of recognition or enforcement thereof is brought, the Court may, irrespective of the Country in which the award is made, refuse to recognize or enforce an award - (a) if the party against whom it is invoked furnishes the Court proof - (i) that a party to the arbitration agreement was under some incapacity; or	Refusal of Recognition or Enforcement of Awards 60. Retained as in the Bill	

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| <ul style="list-style-type: none">(ii) that the arbitration agreement is not valid under the law which the parties have indicated should be applied, or failing such indication, that the arbitration agreement is not valid under the law of the country where the award was made; or(iii) that he was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise not able to present his case; or(iv) that the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration; or(v) that the award contains decisions on matters which are beyond the scope of the submission to arbitration, so however that, if the decisions on matters submitted to arbitration can be separated from those not submitted, only that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced; or(vi) that the composition of the arbitral tribunal, or the arbitral procedure, was not in accordance with the agreement of the parties; or(vii) where there is no agreement between the parties under sub-paragraph (vi) of this paragraph, that the composition of the arbitral tribunal, or the arbitral procedure, was not in accordance with the law of the | | |
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country where the arbitration took place; or (viii) that the award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, the award was made; or (b) if the Court finds - (i) that the dispute arises out of an illegal contract, or (ii) that the subject matter of the dispute is otherwise not capable of settlement by arbitration under the laws of Nigeria; or (iii) that the award is against public policy of the Federal Republic of Nigeria. (3) Where an application to set aside or suspend an award has been made to a Court referred to in subsection (2) (a) (viii) of this Section, the Court before which the recognition or enforcement is sought may, if it considers it proper, postpone its decision and may, on the application of the party claiming recognition or enforcement of the award, order the other party to provide appropriate security.		
<i>Provisions applicable only to international arbitration</i> Appointment in default 60. Where under an agreement for an international arbitration, (a) no procedure is specified for the appointment of an arbitrator, and (b) no appointing authority is designed or agreed to be designed by the parties,	<i>Provisions applicable only to international arbitration</i> Appointment in Default 61. Retained as in the Bill (a) Retained (b) no appointing authority is designated or agreed to be designated by the parties,	This clause was redrafted to draw a line between domestic and international arbitration and to empower the Director, Regional Centre for International Commercial Arbitration (RCICA) in Nigeria to be an appointing authority.

the Director-General of the Regional Centre for International Commercial Arbitration, Lagos shall be deemed to be the appointing authority designated by the parties, and the provisions of Section 7(2) of this Act shall apply.	the Director of the Regional Centre for International Commercial Arbitration in Nigeria , Lagos shall be deemed to be the appointing authority designated by the parties, and the provisions of section 7 (2) of this Bill shall apply.	
Application of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 61. Without prejudice to Sections 58 and 59 of this Act, where the recognition and enforcement of any award made in an arbitration in a Country other than the Federal Republic of Nigeria, the Convention on the Recognition and Enforcement of Foreign Awards (hereinafter referred to as "the Convention") set out in the Second Schedule to this Act shall apply to any award made in Nigeria or in any contracting State - (a) provided that, such contracting State has reciprocal legislation recognizing the enforcement of arbitral awards made in Nigeria in accordance with the provisions of the Convention; (b) that the Convention shall apply only to differences arising out of a legal relationship which is contractual.	Application of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 2. Without prejudice to sections 57 and 58 of this Bill, where the recognition and enforcement of any award made in an arbitration in a Country other than the Federal Republic of Nigeria is sought, the Convention on the Recognition and Enforcement of Foreign Awards (hereinafter referred to as "the Convention") set out in the Second Schedule to this Bill shall apply to any award made in Nigeria or in any contracting State - (a) provided that, the country is a party to the Convention; and (b) that the differences arising out of a legal relationship, whether contractual or not, is considered a commercial dispute under the laws of the Federal Republic of Nigeria.	
<i>General – applies to domestic, international and convention arbitrations</i> Waiver of right to object 62. A party who knows that any provision of this Law from which the parties may derogate or any requirement under the arbitration agreement has not been complied with and yet proceeds with the arbitration without stating his objection to such non-compliance without undue delay or, if a time-limit is provided therefor, within such period of time, shall be deemed to have waived his right to object.	<i>General – applies to domestic, international and convention arbitrations</i> Waiver of Right to Object 63. A party who knows that any provision of this Bill from which the parties may derogate or any requirement under the arbitration agreement has not been complied with and yet proceeds with the arbitration without stating his objection to such non-compliance without undue delay or, if a time-limit is provided therefor, within such period of time, shall be deemed to have waived his right to object.	
Extent of court intervention 63. (1) A Court shall not intervene in any matter governed by this Bill,	Extent of Court Intervention 64. Retained as in the Bill	

except where so provided in this Bill.		
(2) All applications to Court in respect of any matter governed by this Bill shall be in accordance with the Rules set out in the Third Schedule.		
Extent of application of this Act to arbitration	Extent of Application of this Act to Arbitration	
64. This Act shall not affect any other law by virtue of which certain disputes – (a) may not be submitted to arbitration; or (b) may be submitted to arbitration only in accordance with the provisions of that or another law.	65. Retained as in the Bill	
Extension of time	Extension of time	
65. Notwithstanding the provisions of this Bill, the arbitral tribunal may, if it considers it necessary, extend the time specified for the performance of any act under this Bill.	66. Retained as in the Bill	
CONCILIATION	CONCILIATION	Clauses 66 – 78, were amended so as to comply with UNCITRAL Model Law on International Commercial Conciliation, 2002.
Right to settle dispute by conciliation	Scope of Application and Settlement of Disputes by Conciliation	
66. (1) Notwithstanding the other provisions of this Act, the parties to any dispute of a commercial nature may, seek amicable settlement of their dispute by conciliation or any other alternative dispute procedure under the provisions of this Part of the Act. (2) For the purposes of this Act, “conciliation” means a process, whether referred to by the expression conciliation, mediation or an expression of similar import, whereby parties request a third person or persons (“the conciliator”) to assist them in their attempt to reach an amicable settlement of their dispute arising out of or relating to a contractual or other legal relationship. The conciliator does not have the authority to impose upon the parties a solution to the dispute.	67. (1) The parties to any dispute of a commercial nature may seek amicable settlement of their dispute by conciliation under the provisions of this Part of the Bill. (2) The parties are free to agree to exclude the applicability of this Part of the Bill. (3) For the purposes of this Bill, “conciliation” means a process, whether referred to by the expression conciliation, mediation or an expression of similar import, whereby parties request a third person or persons (“the conciliator”) to assist them in their attempt to reach an amicable settlement of their dispute arising out of or relating to a contractual or other legal relationship and the conciliator does not have the authority to impose upon the parties a solution to the dispute.	

Request to conciliate 67. (1) A party who wishes to initiate conciliation shall, send to the other party a written request to conciliation under the provisions of this Part of this Act. (2) Any request sent under subsection (1) of this Section shall, contain a brief statement setting out the subject of the dispute and an invitation to engage in conciliation proceedings.	Request to Conciliate 68. (1) Unless the parties otherwise agree, a party who wishes to initiate conciliation shall, send to the other party a written request to conciliation under the provisions of this Part of this Bill. (2) Retained as in the Bill	
Commencement of conciliation proceedings 68. (1) The conciliation proceedings shall, commence on the date the request to conciliate is accepted by the other party. (2) If a party that invited another party to conciliate does not receive an acceptance of the invitation within thirty (30) days from the day on which the request to conciliate was sent, or within such other period of time as specified in the request, the party may elect to treat this as a rejection of the invitation to conciliate.	Commencement of conciliation proceedings 69. (1) Retained as in the Bill (2) If a party that requests another party to conciliate does not receive an acceptance of the request within thirty (30) days from the day on which the request to conciliate was sent, or within such other period of time as specified in the request, the party may elect to treat the failure of the other party to send an acceptance, as a rejection of the invitation to conciliate.	
Number and appointment of conciliators 69. (1) There shall be one conciliator, unless the parties agree that there shall be two or more conciliators. (2) Where the request to conciliate under Section 67 of this Act has been accepted, the parties shall endeavour to reach agreement on a conciliator or conciliators. Unless otherwise agreed by the parties, and subject to subsection (3) of this Section: (a) In conciliation proceedings with one conciliator, the parties shall endeavour to reach agreement on the name of a sole conciliator; (b) In conciliation proceedings with two conciliators, each party appoints one conciliator;	Number and Appointment of Conciliators 70. (1) There shall be one conciliator, unless the parties agree otherwise agree. (2) The parties shall endeavour to reach agreement on a conciliator or conciliators, unless a different procedure for their appointment has been agreed upon. (a) Deleted (b) Deleted	

(c) In conciliation proceedings with three conciliators, each party appoints one conciliator. The parties shall endeavour to reach agreement on the name of the third conciliator. (3) Parties may seek the assistance of an institution or person in connection with the appointment of conciliators in particular: (a) a party may request such an institution or person to recommend suitable persons to act as conciliator; or (b) the parties may agree that the appointment of one or more conciliators be made directly by such an institution or person. (4) In recommending or appointing individuals to act as conciliator, the institution or person shall, unless the parties otherwise agree, have regard to such considerations as are likely to secure the appointment of an independent and impartial conciliator and, where appropriate, shall take into account the advisability of appointing a conciliator of a nationality other than the nationalities of the parties. (5) When a person is approached in connection with his or her possible appointment as conciliator, he or she shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence as a conciliator, from the time of his or her appointment and throughout the conciliation proceedings, shall without delay disclose any such circumstances to the parties unless they have already been informed of them by him or her. (6) The conciliator must withdraw from the conciliation if facts or circumstances arise which give rise to a justifiable doubt as the conciliator's independence, impartiality and neutrality, unless, after full disclosure, all parties consent to the conciliator's continuing participation in the conciliation.	(c) Deleted Deleted (3) Retained as in the Bill (4) In recommending or appointing individuals to act as conciliator, the institution or person shall, unless the parties otherwise agree, have regard to such considerations as are likely to secure the appointment of an independent and impartial conciliator. and, where appropriate, shall take into account the advisability of appointing a conciliator of a nationality other than the nationalities of the parties. (5) Retained as in the Bill (6) The conciliator shall withdraw from the conciliation if facts or circumstances arise, which give rise to a justifiable doubt as the conciliator's independence, impartiality and neutrality, unless, after full disclosure, all parties consent to the conciliator's continuing participation in the conciliation.	
Conduct of conciliation 70. (1) The parties may agree, by reference to a set of rules or otherwise, on	Conduct of Conciliation 71. (1) Retained as in the Bill	

the manner in which the conciliation is to be conducted.		
(2) Failing agreement on the manner in which the conciliation is to be conducted, the conciliator may conduct the conciliation proceedings in accordance with the Conciliation Rules set out in the Fourth Schedule to this Bill, or in such a manner as the conciliator considers appropriate, taking into account the circumstances of the case, any wishes that the parties may express and the need for a speedy settlement of the dispute.	(2) Retained as in the Bill	
(3) In any case, in conducting the proceedings, the conciliator shall seek to maintain fair treatment of the parties and, in so doing, shall take into account the circumstances of the case.	(3) Retained as in the Bill	
(4) The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute.	(4) Retained as in the Bill	
(5) The conciliator shall acquaint himself with the facts of the case and procure such other information as he may require for the purpose of facilitating the settlement of the dispute.	(5) Retained as in the Bill	
(6) The parties may appear in person before the conciliator and may have legal representation or be represented by any other person of their choice. Upon agreement of the parties, a person with specialized knowledge relevant to an issue in the dispute may also participate in the conciliation proceedings so long as the person agrees to be governed by the conciliation procedures, particularly, the rule governing the confidentiality of the proceeding.	(6) Deleted	
(7) At the outset of the conciliation, the conciliator shall meet with the parties in a joint session. The conciliator shall inform the parties about the nature of conciliation and the procedures to be followed in conciliation. The conciliator shall also inform the parties about the costs and fees associated with conciliation.	(7) Deleted	
(8) The conciliator must provide each party with the opportunity to state its position with respect to the matters in dispute. The conciliator shall conduct the proceedings so as to clarify the subject matter and issues in dispute, to discuss mutually acceptable options for resolving the dispute and	(8) Deleted	

to outline possible settlement proposals. (9) The conciliator may meet alone with each party in a separate session to clarify the subject matter and issues in dispute, determine options for resolving the dispute and discuss terms of settlement proposals. Nothing communicated in the separate session by a party or any document discussed in the caucus may be disclosed to any other person without the consent of the party with whom the conciliator has caucused.	(9) Deleted	
Communication between conciliator and parties 71. The conciliator may meet or communicate with the parties together or with each of them separately.	Communication Between Conciliator and Parties 72. (1) The conciliator may meet with each party in a separate session to clarify the subject matter and issues in dispute, determine options for resolving the dispute and discuss terms of settlement proposals. (2) Any communication between conciliator and parties in a separate session or any document discussed in the separate session shall not be disclosed to any other person without the consent of the party with whom conciliator had discussed at the session.	
Disclosure of Information 72. When the conciliator receives information concerning the dispute from a party, the conciliator may disclose the substance of that information to any other party to the conciliation. However, when a party gives any information to the conciliator, subject to a specific condition that it be kept confidential, that information shall not be disclosed to any other party to the conciliation.	Disclosure of Information 73. Subject to section 70 of this Bill, when the conciliator receives information concerning the dispute from a party, the conciliator may disclose the substance of that information to any other party to the conciliation and when a party gives any information to the conciliator, subject to a specific condition that it be kept confidential, that information shall not be disclosed to any other party to the conciliation.	
Confidentiality 73. Unless otherwise agreed by the parties, all information relating to the conciliation proceedings, including documents prepared for the proceedings, shall be kept confidential, except where disclosure is required under the law or for the purposes of implementation or enforcement of a settlement agreement.	Confidentiality 74. Retained as in the Bill	
Admissibility of evidence in other proceedings 74. (1) Unless the parties otherwise agree, a party to the conciliation	Admissibility of Evidence in Other Proceedings 75. Retained as in the Bill	

proceedings, the conciliator and any third person, including those involved in the administration of the conciliation proceedings, shall not in arbitral, judicial or similar proceedings rely on, introduce as evidence or give testimony or evidence regarding any of the following:

- (a) An invitation by a party to engage in conciliation proceedings or the fact that a party was willing to participate in conciliation proceedings;
- (b) Views expressed or suggestions made by a party in the conciliation in respect of a possible settlement of the dispute;
- (c) Statements or admissions made by a party in the course of the conciliation proceedings;
- (d) Proposals made by the conciliator;
- (e) The fact that a party had indicated its willingness to accept a proposal for settlement made by the conciliator;
- (f) A document prepared solely for purposes of the conciliation proceedings.

(2) Subsection (1) of this Section applies irrespective of the form of the information or evidence referred to therein.

(3) The disclosure of the information referred to in subsection (1) of this Section shall not be ordered by an arbitral tribunal, court or other competent governmental authority and, if such information is offered as evidence in contravention of subsection (1) of this Section, that evidence shall be treated as inadmissible, but such information may be disclosed or admitted in evidence to the extent required under the law or for the purposes of implementation or enforcement of a settlement agreement.

(4) The provisions of subsections (1), (2) and (3) of this Section apply

whether or not the arbitral, judicial or similar proceedings relate to the dispute that is or was the subject matter of the conciliation proceedings. (5) Subject to the limitations of subsection (1) of this Section, evidence that is otherwise admissible in arbitral or judicial or similar proceedings does not become inadmissible as a consequence of having been used in a conciliation.		
Termination of conciliation proceedings 75. The conciliation proceedings are terminated: (a) By the conclusion of a settlement agreement by the parties, on the date of the agreement; (b) By a declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; (c) By a declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or (d) By a declaration of a party to the other party or parties and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.	Termination of Conciliation Proceedings 76. Retained as in the Bill	
Conciliator acting as arbitrator 76. Unless otherwise agreed by the parties, the conciliator shall not act as an arbitrator in respect of a dispute that was or is the subject of the conciliation proceedings or in respect of another dispute that has arisen from the same contract or legal relationship or any related contract or legal relationship.	Conciliator acting as Arbitrator 77. Retained as in the Bill	
Resort to arbitral or judicial proceedings 77. Where the parties have agreed to conciliate and have expressly undertaken not to initiate during a specified period of time or until a specified event has occurred arbitral or judicial proceedings with respect to an existing or future dispute, such an undertaking shall be given effect by the arbitral	Resort to Arbitral or Judicial Proceedings 78. Where the parties have agreed to conciliate and have expressly undertaken not to initiate during a specified period of time or until a specified event has occurred arbitral or judicial proceedings with respect to an existing or future dispute, such an undertaking shall be given effect	

tribunal or the court until the terms of the undertaking have been complied with, except to the extent necessary for a party, in its opinion, to preserve its rights. Initiation of such proceedings is not of itself to be regarded as a waiver of the agreement to conciliate or as a termination of the conciliation proceedings.	by the Arbitral Tribunal or the court until the terms of the undertaking have been complied with, except to the extent necessary for a party, in its opinion, to preserve its rights, but the initiation of such proceedings is not of itself to be regarded as a waiver of the agreement to conciliate or as a termination of the conciliation proceedings.	
Settlement Agreement 78. (1) If the parties agree to settle all or part of their disputes, the parties shall enter into a written settlement agreement which evidences the parties' names and addresses, the agreement of the parties and the signatures of the parties, duly witnessed by the conciliator and this shall be the settlement agreement. (2) If the parties do not agree to settle their dispute, they may - (a) submit the dispute to arbitration in accordance with any agreement between them; or (b) take any action in court as they may deem fit. (3) Nothing done in connection with the conciliation proceedings shall affect the legal rights of the parties in any submission to arbitration or any action taken under subsection (2) of this Section.	Settlement Agreement 79. Retained as in the Bill	
Application of Statutes of Limitation to conciliation 79. (1) The various Limitation Laws of the States apply to conciliation proceedings as they apply to legal proceedings. (2) The court may order that in computing the time prescribed by the Limitation Laws for the commencement of proceedings (including conciliation proceedings) in respect of a dispute which was the subject matter - (a) of a conciliation agreement which the court orders to be set aside or declares to be of no effect, or (b) of the affected part of a conciliation agreement which the court orders	Application of Statutes of Limitation to Conciliation 80. (1) The various Limitation Laws of the States Act shall apply to conciliation proceedings as they apply to legal proceedings. (2) The court may order that in computing the time prescribed by the Limitation Laws Act for the commencement of proceedings, including conciliation proceedings, in respect of a dispute which was the subject matter of -- Retained	

to be set aside in part, or declares to be part of no effect, the period between the commencement of the conciliation and the date of the order referred to in paragraph (a) or (b) shall be excluded. (3) In determining for the purposes of the Limitation Laws when a cause of action accrued, any provision that a conciliation agreement is a condition precedent to the bringing of legal proceedings in respect of a matter to which a conciliation applies shall be disregarded. (4) In this Part "Limitation Laws" means - the Limitation Laws applicable in each of the States of the Federation and provisions in respect of limitation as may be enacted by the National Assembly from time to time. (5) In computing the time for the commencement of proceedings to enforce a conciliation agreement, the period between the commencement of the conciliation and the date of the agreement shall be excluded.	Retained (3) In determining for the purposes of the Limitation Laws Act when a cause of action accrued, any provision that a conciliation agreement is a condition precedent to the bringing of legal proceedings in respect of a matter to which a conciliation applies shall be disregarded. (4) Deleted (4) Retained as in the Bill	
Enforcement of Settlement Agreement 80. (1) The settlement agreement is final and binding upon the parties. (2) If the parties conclude an agreement settling a dispute, that settlement agreement is binding and enforceable on the parties as if same were an arbitral award.	Enforcement of Settlement Agreement 81. (1) Retained as in the Bill (2) If the parties conclude an agreement settling a dispute, that settlement agreement is binding and enforceable on the parties as a contract.	
Conciliation Rules 81. Notwithstanding the provisions of this Act, the parties to an international commercial agreement may agree in writing that disputes in relation to the agreement shall be settled by conciliation under the Conciliation Rules set out in the Fourth Schedule to this Act and such other rules as the parties may choose.	Conciliation Rules 82. Retained as in the Bill	
[Fourth Schedule] Civil Immunity for Conciliators 82. Conciliators and conciliation institutions shall be immune from civil liability for or resulting from, any act or omission done or made while	[Fourth Schedule] Civil Immunity for Conciliators 83. Conciliators or conciliation institutions are not liable for anything done or omitted in the discharge or purported discharge of their	This clause was redrafted to strengthen the

engaged in efforts to conduct, assist or facilitate a conciliation, unless the act or omission was done in bad faith, with malicious intent or in a manner exhibiting a wilful, wanton disregard of the rights, safety or property of another.	functions as provided in this Bill, unless their action or omission is shown to have been done in bad faith.	powers of the Conciliator.
PART III Miscellaneous Receipt of written communication 83. (1) Unless otherwise agreed by the parties, any communication sent under or pursuant to this Act shall be deemed to have been received - (a) when it is delivered to the addressee personally or when it is delivered to his place of business, habitual residence or mailing address; or (b) where a communication cannot be delivered under paragraph (a) of this subsection, when it is sent to the addressee's last known place of business, habitual residence or mailing address by registered letter or any other means which provides a record of the attempt to deliver it. (2) A communication shall be deemed to have been received on the day it is delivered under subsection (1) of this Section. (3) The provisions of this Section shall not apply to communications in court proceedings.	PART III Miscellaneous Receipt of Written Communication 84. (1) Retained as in the Bill (a) Retained as in the Bill (b) where a communication cannot be delivered in accordance with paragraph (a) of this subsection, when it is sent to the addressee's last known place of business, habitual residence or mailing address by registered letter or any other means which provides a record of the attempt to deliver it. (2) Retained as in the Bill (3) Retained as in the Bill	
	Savings and Transitional Provisions 85. (1) This Bill shall not apply to an arbitration under an arbitration agreement concerning an arbitration, which has commenced before the coming into force of this Bill, but shall apply to an arbitration commenced on or after the coming into force of this Bill.	

	(2) Subject to Subsection 2 of this Section, the repeal of the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004 shall not prejudice or affect any proceedings, whether or not pending at the time of the repeal, in respect of any right, privilege, obligation or liability and any proceedings taken under that Act in respect of any such right, privilege, obligation or liability acquired, accrued or incurred under the Act may be instituted, continued or enforced as if the Act concerned had not been repealed.	
Repeal 84. (1) The Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004 is repealed. (2) This Act shall not apply to an arbitration under an arbitration agreement concerning an arbitration which has commenced before the entry into force of this Act, but shall apply to an arbitration commenced on or after the entry into force of this Act. (3) Subject to Subsection 2 of this Section, the repeal of the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004 shall not prejudice or affect any proceedings, whether or not pending at the time of the repeal, in respect of any right, privilege, obligation or liability and any proceedings taken under that Act in respect of any such right, privilege, obligation or liability acquired, accrued or incurred under the Act may be instituted, continued or enforced as if the Act concerned had not been repealed.	Repeal 86. The Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004 is repealed. Deleted Deleted	
Interpretation 85. (1) In this Act, unless the context otherwise requires - “Arbitral tribunal” means a sole arbitrator or a panel of arbitrators; “Arbitration” means a commercial arbitration whether or not administered by a permanent arbitral institution;	Interpretation 87. (1) Retained as in the Bill “Arbitrator” means a person to whom a reference is made for determination and includes substitute or emergency Arbitrator; Retained Retained	The interpretation clause was amended to fully comply with the United Nations Commission on International Trade Law (UNCITRAL) and make the provisions clearer.

“Commercial” means all relationships of a commercial nature whether contractual or not, including any trade transaction for the supply or exchange of goods or services, distribution agreement, commercial representation or agency, factoring, leasing, construction works, consulting, engineering, licensing, investment, financing, banking, insurance, exploitation agreement or concession, joint venture and other forms of industrial or business co-operation, carriage of goods or passengers by air, sea, rail or road; “Court” means the High Court of a State, the High Court of the Federal Capital Territory, Abuja or the Federal High Court, unless the parties otherwise agree and for the purpose of appointment of an arbitrator including an emergency arbitrator, “Court” means the Chief Judge of any of the Courts mentioned above, sitting as a Judge in Chambers; “Death” includes, in the case of a non-natural person, dissolution or other extinction by process of law; “Judge” means a judge of the High Court of a State, the High Court of the Federal Capital Territory, Abuja or the Federal High Court; “Party” means a party to the arbitration agreement or to conciliation or any person claiming through or under him and “parties” shall be construed accordingly. “Preliminary Order” means an order or a direction of the arbitral tribunal that accompanies or precedes a requested interim measure to ensure that the grant of that measure is not rendered nugatory by any act of the parties. “Third-Party Funding” means an arrangement between a specialist funding company, an individual, a corporation, a bank, an insurance company or an institution the funder and a party involved in the arbitration, whereby the funder will agree to finance some or all of the party’s legal fees in exchange for a share of the recovered damages. (2) Where a provision of this Act, other than Section 15, leaves the	“Commercial” includes matters arising from all relationships of a commercial nature whether contractual or not, including any trade transaction for the supply or exchange of goods or services, distribution agreement, commercial representation or agency, factoring, leasing, construction works, consulting, engineering, licensing, investment, financing, banking, insurance, exploitation agreement or concession, joint venture and other forms of industrial or business co-operation, carriage of goods or passengers by air, sea, rail or road; Retained “Death” includes, in the case of a non-natural person, dissolution, winding up or other extinction by process of law; Retained Retained Retained Retained (2) Where a provision of this Bill, other than section 13 and 81, leaves the	
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parties free to determine a certain issue, such freedom includes the right of the parties to authorize a third party, including an institution, to make that determination. (3) Where a provision of this Act - (a) refers to the fact that parties have agreed or that they may agree; or (b) in any other way refers to an agreement of the parties, such agreement includes any arbitration rules referred to in the agreement. (4) Where a provision of this Act, other than Section 43 (1) (a) or 50 (2) (a) refers to a claim, such claim includes a counterclaim, and where it refers to a defence, such defence includes a defence to such counterclaim. (5) An arbitration is international if: (a) the parties to an arbitration agreement have, at the time of the conclusion of that agreement, their places of business in different Countries; (b) the seat of arbitration is situated outside the Country in which the parties have their places of business;	parties free to determine a certain issue, such freedom includes the right of the parties to authorize a third party, including an institution, to make that determination. (3) Retained (4) Where a provision of this Act, other than Section 41 (1) (a) or 48 (2) (a) refers to a claim, such claim includes a counterclaim, and where it refers to a defence, such defence includes a defence to such counterclaim. (5) Retained (a) the parties to an arbitration agreement have, at the time of the conclusion of that agreement, their places of business in different Countries; or (b) one of the following places is situated outside the Country in which the parties have their places of business: i. the seat of the arbitration if determined in, or pursuant to the arbitration agreement; ii. any place where a substantial part of the obligations of the commercial relationship is to be performed or the place with which the subject matter of the dispute is most closely connected; or	
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(c) the place where a substantial part of the obligations of the commercial relationship is to be performed or the place where the subject matter of the dispute is most closely connected; is situated outside the Country in which the parties have their places of business; (d) the parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one Country. (6) An arbitration is interstate if: (a) the parties to an arbitration agreement have, at the time of the conclusion of that agreement, their places of business in different states within the Federal Republic of Nigeria (the "Federation"); (b) the state of the Federation in which the seat of arbitration is situated is different from the state of the Federation in which the parties have their places of business; (c) the place where a substantial part of the obligations of the commercial relationship is to be performed or the place where the subject matter of the dispute is most closely connected is situated in a state of the Federation which is different from the state of the Federation in which the parties have their places of business; (d) the parties have expressly agreed that the subject-matter of the arbitration agreement relates to more than one state of the Federation. (7) For the purposes of subsections (4) and (5) of this Section -	(c) Retained Deleted (6) Retained (a) the parties to an arbitration agreement have, at the time of the conclusion of that agreement, their places of business in different Federating states within the Federal Republic of Nigeria. (the "Federation"); (b) the Federating state of the Federation in which the seat of arbitration is situated is different from the Federating State or States in which the parties have their places of business; (c) the place where a substantial part of the obligations of the commercial relationship is to be performed or the place where the subject matter of the dispute is most closely connected is situated in a Federating State which is different from the Federating State or States in which the parties have their places of business; (d) the parties have expressly agreed that the subject-matter of the arbitration agreement relates to more than one Federating State within the Federal Republic of Nigeria. (7) For the purposes of subsections (5) and (6) of this Section -	
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(a) if a party has more than one place of business, the place of business shall be that which has the closest relationship to the arbitration agreement; (b) if a party does not have a place of business, reference shall be made to his habitual residence. (8) If any question arises in any proceedings as to the interpretation of any of the provisions of this Act, the court may have recourse to the <i>travaux preparatoires</i> of the UNCITRAL Working Group on Arbitration and Conciliation.	(a) Retained (b) if a party does not have a place of business, reference shall be made to his or her habitual residence. (8) In the interpretation of this Bill, regard is to be had to its international origin and to the need to promote uniformity in its application and the observance of good faith and the Court may also have recourse to the <i>travaux preparatoires</i> of the UNCITRAL Working Model Law on International Commercial Arbitration and Conciliation. (9) Questions concerning matters governed by this Bill which are not expressly settled in it are to be settled in conformity with the general principles on which this Act is based.	
Short title and application 86. This Act may be cited as the Federal Arbitration and Conciliation Act and shall, unless the parties agree otherwise, apply: (a) in all the States within the Federal Republic of Nigeria in respect of international commercial arbitration and conciliation and inter-state commercial arbitration and conciliation, and (b) in the Federal Capital Territory, in respect of all arbitrations.	Short Title 88. This Bill may be cited as the Federal Arbitration and Conciliation Bill, 2017. (a) Deleted (b) Deleted	

SCHEDULES
FIRST SCHEDULE
[Section 33(1)]
Arbitration Rules

SECTION I. INTRODUCTORY RULES

Scope of Application

Article 1

1. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the Arbitration and Conciliation Act, then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree.

2. These Rules shall govern the arbitration, except that where any of these Rules is in conflict with a provision of this Act, the Provisions of this Act shall prevail.

Notice, Calculation of Periods of Time

Article 2

1. A notice, including a notification, communication or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.

2. If an address has been designated by a party specifically for this purpose or authorized by the arbitral tribunal, any notice shall be delivered to that party at that address, and if so delivered shall be deemed to have been received and delivery by electronic means, such as facsimile or e-mail may only be made to an address so designated or authorized.

3. In the absence of such designation or authorization, a notice is:

(a) received if it is physically delivered to the addressee; or

SCHEDULES
~~FIRST SCHEDULE 1~~
[Section 31 (1)]
Arbitration Rules

SECTION PART I. INTRODUCTORY RULES

Article 1

Scope of Application

Retained

Article 2

Notice, Calculation of Periods of Time

Retained

(b) deemed to have been received if it is delivered at the place of business, habitual residence or mailing address of the addressee.

4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3, a notice is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means that provide a record of delivery or of attempted delivery.

5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4, or attempted to be delivered in accordance with paragraph 4. A notice transmitted by electronic means is deemed to have been received on the day it is sent, except that a request for arbitration so transmitted is only deemed to have been received on the day when it reaches the addressee's electronic address.

6. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Written communication requesting arbitration

Article 3

1. The party initiating recourse to arbitration (hereinafter called the "claimant") shall give to the other party (hereinafter called the "respondent") a written communication containing a request for the dispute to be referred to arbitration (the "written communication" or the "request").

2. Arbitral proceedings shall be deemed to commence on the date on which the written communication is received by the respondent.

3. The written communication shall include the following:

Article 3

Written Communication Requesting Arbitration

Retained

(a) a demand that the dispute be referred to arbitration; (b) the names and contact details of the parties; (c) identification of the arbitration clause or the separate arbitration agreement that is invoked; (d) identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship; (e) a brief description of the claim and an indication of the amount involved, if any; (f) the relief or remedy sought; (g) a proposal as to the number of arbitrators (i.e. one or three), language and seat of arbitration if the parties have not previously agreed thereon. 4. The written communication may also include: (a) a proposal for the designation of an appointing authority referred to in Article 6, paragraph 1; (b) a proposal for the appointment of a sole arbitrator referred to in Article 8, paragraph 1; (c) notification of the appointment of an arbitrator referred to in Article 9 or 10; (d) the points of claim referred to in Article 20. 5. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the written communication containing a request for the dispute to be referred to arbitration, which shall be finally resolved by the arbitral tribunal.	
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<i>Response to the written communication requesting arbitration</i> <i>Article 4</i> 1. Within 30 days of the receipt of the written communication containing a request for the dispute to be referred to arbitration, the respondent shall convey to the claimant a response to the said written communication, which shall include: (a) the name and contact details of each respondent; (b) a response to the information set forth in the notice of arbitration, pursuant to Article 3, paragraphs 3 (c) to (g). 2. The response to the written communication requesting arbitration may also include: (a) any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction; (b) a proposal for the designation of an appointing authority referred to in Article 6, paragraph 1; (c) a proposal for the appointment of a sole arbitrator referred to in Article 8, paragraph 1; (d) Notification of the appointment of an arbitrator referred to in Article 9 or 10; (e) a brief description of counterclaims or claims for the purpose of a set-off, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought; (f) a written communication containing a request for the dispute to be referred to arbitration in accordance with Article 3 in case the respondent formulates a claim against a party to the arbitration	<i>Article 4</i> <i>Response to the Written Communication Requesting Arbitration</i> Retained
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agreement other than the claimant.

(g) the points of defence and counterclaim (if any) referred to in Article 21.

3. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the respondent's failure to communicate a response to the written communication requesting arbitration, or an incomplete or late response to the said written communication, which shall be finally resolved by the arbitral tribunal.

Representation and Assistance

Article 5

Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated in writing to all parties and to the arbitral tribunal. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the arbitral tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal may determine.

Designated and Appointing Authorities

Article 6

1. Unless the parties have already agreed on the choice of an appointing authority, a party may at any time propose the name or names of one or more institutions or persons, including the Director of the Regional Centre for International Commercial Arbitration in Nigeria Lagos (hereinafter called the "RCICAL") one of whom would serve as appointing authority.

2. If all parties have not agreed on the choice of an appointing authority within 30 days after a proposal made in accordance with paragraph 1 has

Article 5

Representation and Assistance

1. Each party may be represented or assisted by persons chosen by **it and** the names and addresses of such persons must be communicated in writing to all parties and to the arbitral tribunal; such communication must specify whether the appointment is being made for purposes of representation or assistance.

2. Where a person is to act as a representative of a party, the arbitral tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal may determine.

Article 6

Designated and Appointing Authorities

1. Unless the parties have already agreed on the choice of an appointing authority, a party may at any time propose the name or names of one or more institutions or persons, including the Director of the Regional Centre for International Commercial Arbitration in **Nigeria** (hereinafter called the "RCICAN") one of whom would serve as appointing authority.

Retained

been received by all other parties, any party may request the Director of the RCICAN to designate the appointing authority. 3. Where these Rules provide for a period of time within which a party must refer a matter to an appointing authority and no appointing authority has been agreed on or designated, the period is suspended from the date on which a party initiates the procedure for agreeing on or designating an appointing authority until the date of such agreement or designation. 4. Except as referred to in Article 41, paragraph 4, if the appointing authority refuses to act, or if it fails to appoint an arbitrator within 30 days after it receives a party's request to do so, fails to act within any other period provided by these Rules, or fails to decide on a challenge to an arbitrator within a reasonable time after receiving a party's request to do so, any party may request the Director of the RCICAN to designate a substitute appointing authority. 5. In exercising their functions under these Rules, the appointing authority and the Director of the RCICAN may require from any party and the arbitrators the information they deem necessary and they shall give the parties and, where appropriate, the arbitrators, an opportunity to present their views in any manner they consider appropriate. All such communications to and from the appointing authority and the Director of the RCICAN shall also be provided by the sender to all other parties. 6. When the appointing authority is requested to appoint an arbitrator pursuant to Articles 8, 9, 10 or 14, the party making the request shall send to the appointing authority copies of the written communication containing a request for the dispute to be referred to arbitration and, if it exists, any response to the said written communication. 7. The appointing authority shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.	Retained Retained Retained	
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SECTION II. COMPOSITION OF THE ARBITRAL TRIBUNAL

Number of Arbitrators

Article 7

1. If the parties have not previously agreed on the number of arbitrators, and if within thirty (30) days after the receipt by the respondent of the written communication containing a request for the dispute to be referred to arbitration the parties have not agreed that there shall be only one arbitrator, one arbitrator shall be appointed.

2. Notwithstanding paragraph 1, if no other parties have responded to a party's proposal to appoint a sole arbitrator within the time limit provided for in paragraph 1 and the party or parties concerned have failed to appoint a second arbitrator in accordance with Article 9 or 10, the appointing authority may, at the request of a party, appoint a sole arbitrator pursuant to the procedure provided for in Article 8, paragraph 2, if it determines that, in view of the circumstances of the case, this is more appropriate.

Appointment of Arbitrators (Articles 8 to 10)

Article 8

1. If the parties have agreed that a sole arbitrator is to be appointed and if within thirty (30) days after receipt by all other parties of a proposal for the appointment of a sole arbitrator the parties have not reached agreement thereon, a sole arbitrator shall, at the request of a party, be appointed by the appointing authority.

2. The appointing authority shall appoint the sole arbitrator as promptly as possible. In making the appointment, the appointing authority shall use the following list-procedure, unless the parties agree that the list-procedure should not be used or unless the appointing authority determines in its discretion that the use of the list-procedure is not appropriate for the case:

- (a) The appointing authority shall communicate to each of the parties an identical list containing at least three names;

SECTION PART II. COMPOSITION OF THE ARBITRAL TRIBUNAL

Article 7

Number of Arbitrators

Retained

Article 8

Appointment of Arbitrators (Articles 8 to 10)

Retained

Retained

Retained

(b) Within 15 days after the receipt of this list, each party may return the list to the appointing authority after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference; (c) After the expiration of the above period of time the appointing authority shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties; (d) If for any reason the appointment cannot be made according to this procedure, the appointing authority may exercise its discretion in appointing the sole arbitrator.	Retained (c) After the expiration of the above period of time the appointing authority shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;	
<i>Article 9</i> 1. If three arbitrators are to be appointed, each party shall appoint one arbitrator and the two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal. 2. If within 30 days after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator it has appointed, the first party may request the appointing authority to appoint the second arbitrator. 3. If within 30 days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by the appointing authority in the same way as a sole arbitrator would be appointed under Article 8.	<i>Article 9</i> Retained	
<i>Article 10</i> 4. For the purposes of Article 9, paragraph 1, where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent,	<i>Article 10</i> Retained	

shall appoint an arbitrator.

5. If the parties have agreed that the arbitral tribunal is to be composed of a number of arbitrators other than one or three, the arbitrators shall be appointed according to the method agreed upon by the parties.

6. In the event of any failure to constitute the arbitral tribunal under these Rules, the appointing authority shall, at the request of any party, constitute the arbitral tribunal and, in doing so, may revoke any appointment already made and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.

Disclosures by and challenge of arbitrators (Articles 11 to 13)

Article 11

When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall confirm their availability and disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties and the other arbitrators unless they have already been informed by him or her of these circumstances.

Article 12

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.

2. A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.

3. In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his or her performing his or her functions, the procedure in respect of the challenge of an arbitrator as provided in Article 13 shall apply.

Article 11

Disclosures by and Challenge of Arbitrators (Articles 11 to 13)

Retained

Article 12

Retained

Article 13

1. A party that intends to challenge an arbitrator shall send notice of its challenge within 15 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after the circumstances mentioned in Articles 11 and 12 became known to that party.
2. The notice of challenge shall be communicated to all other parties, to the arbitrator who is challenged and to the other arbitrators; the notice of challenge shall state the reason(s) for the challenge.
3. When an arbitrator has been challenged by a party, all parties may agree to the challenge and the arbitrator may also, after the challenge, withdraw from his or her office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
4. If, within 15 days from the date of the notice of challenge, all parties do not agree to the challenge or the challenged arbitrator does not withdraw, the party making the challenge may elect to pursue it further and in that case, within 30 days from the date of the notice of challenge, it shall seek a decision on the challenge by the appointing authority.

Replacement of an Arbitrator

Article 14

1. Subject to paragraph 2 of Article 14, in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Articles 8 to 11 that was applicable to the appointment or choice of the arbitrator being replaced and this procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment.
2. If, at the request of a party, the appointing authority determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, the appointing authority may, after giving an opportunity to the parties and the

Article 13

Retained

Article 14

Replacement of an Arbitrator

Retained

remaining arbitrators to express their views: (a) appoint the substitute arbitrator; or (b) after the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award.

Repetition of hearings in the event of the replacement of an Arbitrator

Article 15

If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the parties decide otherwise.

Exclusion of liability

Article 16

Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, the emergency arbitrator, the appointing authority and any person appointed by the arbitral tribunal based on any act or omission in connection with the arbitration.

SECTION III. ARBITRAL PROCEEDINGS

General Provisions

Article 17

1. Subject to the Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that, the parties are treated with equality and that at any stage of the proceedings each party is given a full opportunity of presenting his case. The arbitral tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.

2. As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal shall establish the provisional timetable of the arbitration. The arbitral tribunal may, at any time, after

Article 15

Repetition of Hearings in the Event of the Replacement of an Arbitrator

Retained

Article 16

Exclusion of Liability

Retained

SECTION PART III. ARBITRAL PROCEEDINGS

Article 17

General Provisions

Retained

Retained

inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.

3. If at an appropriate stage of the proceedings any party so requests, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.

4. All communications to the arbitral tribunal by one party shall be communicated by that party to all other parties; such communications shall be made at the same time, except as otherwise permitted by the arbitral tribunal if it may do so under applicable law.

5. The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party in accordance with Section 42 of the Act, provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.

Seat and Venue of Arbitration

Article 18

1. If the parties have not previously agreed on the seat of the arbitration, the seat of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the arbitration. The Award shall be deemed to have been made at the seat of arbitration.

2. The arbitral tribunal may meet at any location (venue) it considers appropriate for deliberations, unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.

3. If at an appropriate stage of the proceedings any party so requests, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument **and where there is no** such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.

Retained

5. The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party in accordance with Section 40 of the Act, provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties **but** the arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.

Article 18

Seat and Venue of Arbitration

If the parties have not previously agreed on the seat of the arbitration, the seat of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the arbitration **and any Award thereto** shall be deemed to have been made at the seat of arbitration.

Retained

Article 19

2. The arbitral tribunal may order that any documents annexed to the points of claim or points of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

Points of Claim

Article 20

2. The points of claim shall include the following particulars:

- (a) the names and addresses of the parties;
- (b) a statement of the facts supporting the claim;
- (c) the point at issue;
- (d) the relief or remedy sought;

Article 19

Language

Retained

Article 20

Points of Claim

Retained

(e) the legal grounds or arguments supporting the claim.

3. A copy of any contract or other legal instrument out of which or in relation to which the dispute arises and of the arbitration agreement, if not contained in the contract or other legal instrument, shall be annexed to the points of claim.

4. The points of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.

Points of Defence

Article 21

1. Unless the points of defence was contained in response to the written communication containing a request for the dispute to be referred to arbitration, the respondent shall, within a period of time to be determined by the arbitral tribunal, communicate its points of claim in writing to the respondent and to each of the arbitrators.

2. The points of defence shall reply to the particulars (b), (c), (d) and (e) of the points of claim (Article 20, paragraph 2). The statement of defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent, or contain references to them.

3. In its points of defence, or at a later stage in the arbitral proceedings, if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.

4. The provisions of Article 20, paragraphs 2 to 4, shall apply to a counterclaim, a claim under Article 4, paragraph 2(f), and a claim relied on for the purpose of set-off.

Article 21 Points of Defence

Retained

<i>Amendments to the claim or defence</i> <i>Article 22</i> During the course of the arbitral proceedings, either party may amend or supplement its claim or defence, including a counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to the other parties or any other circumstances. However, a claim or defence, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal. <i>Pleas as to the jurisdiction of the Arbitral Tribunal</i> <i>Article 23</i> 1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause. 2. A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than in the points of defence, or with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified. 3. The arbitral tribunal may rule on a plea referred to in paragraph 2 either as	<i>Article 22</i> <i>Amendments to the claim or defence</i> Retained <i>Article 23</i> <i>Pleas as to the Jurisdiction of the Arbitral Tribunal</i> Retained	
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a preliminary question or in an award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

Further written statements

Article 24

The arbitral tribunal shall decide which further written statements, in addition to the points of claim and the points of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

Periods of time

Article 25

The periods of time fixed by the arbitral tribunal for the communication of written statements (including the points of claim and points of defence) should not exceed forty-five days. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

Interim measures

Article 26

1. The arbitral tribunal may, at the request of a party, grant interim measures.
2. An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party, for example and without limitation, to:
 - (a) Maintain or restore the status quo pending determination of the dispute;
 - (b) Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the

Article 24
Further Written Statements

Retained

Article 25
Periods of Time

Retained

Article 26
Interim Measures

Retained

arbitral process itself; (c) Provide a means of preserving assets out of which a subsequent award may be satisfied; or (d) Preserve evidence that may be relevant and material to the resolution of the dispute. 3. The party requesting an interim measure under paragraphs 2 (a) to (c) shall satisfy the arbitral tribunal that: (a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and (b) There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination. 4. With regard to a request for an interim measure under paragraph 2 (d), the requirements in paragraphs 3 (a) and (b) shall apply only to the extent the arbitral tribunal considers appropriate. 5. The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative. 6. The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure. 7. The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted. 8. The party requesting an interim measure may be liable for any costs and		
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damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.

9. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Emergency Arbitrator Proceedings

Article 27

Conduct of Emergency Relief Proceedings

1. Taking into account the urgency inherent in the Emergency Relief proceedings and ensuring that each party has a reasonable opportunity to be heard on the Application, the Emergency Arbitrator may conduct such proceedings in such a manner as the Emergency Arbitrator considers appropriate. The Emergency Arbitrator shall have the power to rule on objections that the Emergency Arbitrator has no jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration clause(s) or of the separate arbitration agreement(s), and shall resolve any disputes over the applicability of this Article and of Section 18 of the Act.

Decisions of the Emergency Arbitrator

2. Any decision of the Emergency Arbitrator shall take the form of an Order (the "Emergency Decision") shall be made within fourteen (14) days from the date on which the file is received by the Emergency Arbitrator. This period of time may be extended by agreement of the parties.

3. The Emergency Decision may be made even if in the meantime the file has been transmitted to the arbitral tribunal.

4. Any Emergency Decision shall:

Emergency Arbitrator Proceedings

Article 27

Conduct of Emergency Relief Proceedings

1. Taking into account the urgency inherent in the Emergency Relief proceedings and ensuring that each party has a reasonable opportunity to be heard on the Application, the Emergency Arbitrator may conduct such proceedings in such a manner as the Emergency Arbitrator considers appropriate. The Emergency Arbitrator shall have the power to rule on objections that the Emergency Arbitrator has no jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration clause(s) or of the separate arbitration agreement(s), and shall resolve any disputes over the applicability of this Article and of Section 16 of the **Bill**.

Decisions of the Emergency Arbitrator

Retained

Retained

4. retained

(a) be made in writing; (b) state the date when it was made and summary reasons upon which the Emergency Order is based (including a determination on whether the Application is admissible under Section 18 of the Act and whether the Emergency Arbitrator has jurisdiction to grant the Emergency Relief); and (c) be signed by the Emergency Arbitrator. 5. Any Emergency Decision shall fix the costs of the Emergency Relief proceedings and decide which of the parties shall bear them or in what proportion they shall be borne by the parties, subject always to the power of the arbitral tribunal to determine finally the apportionment of such costs in accordance with Section 52 of the Act. The costs of the Emergency Relief proceedings include the Emergency Arbitrator's fees and expenses and the reasonable and other legal costs incurred by the parties for the Emergency Relief proceedings. 6. Any Emergency Decision shall be recognised and enforced in the same manner as an interim measure under to Section 30 of the Act and shall be binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to comply with any Emergency Decision without delay. 7. The Emergency Arbitrator shall be entitled to order the provision of appropriate security by the party seeking Emergency Relief. 8. Any Emergency Decision may, upon a reasoned request by a party, be modified, suspended or terminated by the Emergency Arbitrator or the arbitral tribunal (once constituted). 9. Any Emergency Decision ceases to be binding: (a) if the Emergency Arbitrator or the arbitral tribunal so decides;	(a) Retained (b) state the date when it was made and summary reasons upon which the Emergency Order is based (including a determination on whether the Application is admissible under Section 16 of the Bill and whether the Emergency Arbitrator has jurisdiction to grant the Emergency Relief); and (c) Retained 5. Any Emergency Decision shall fix the costs of the Emergency Relief proceedings and decide which of the parties shall bear them or in what proportion they shall be borne by the parties, subject always to the power of the arbitral tribunal to determine finally the apportionment of such costs in accordance with Section 50 of the Bill. The costs of the Emergency Relief proceedings include the Emergency Arbitrator's fees and expenses and the reasonable and other legal costs incurred by the parties for the Emergency Relief proceedings. 6. Any Emergency Decision shall be recognised and enforced in the same manner as an interim measure under to Section 28 of the Bill and shall be binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to comply with any Emergency Decision without delay. Retained Retained Retained	
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(b) upon the arbitral tribunal rendering a final award, unless the arbitral tribunal expressly decides otherwise; (c) upon the withdrawal of all claims or the termination of the arbitration before the rendering of a final award; or (d) if the arbitral tribunal is not constituted within 90 days from the date of the Emergency Decision. This period of time may be extended by agreement of the parties.		
10. The Emergency Arbitrator's decision shall not bind the arbitral tribunal with respect to any question, issue or dispute determined in the Emergency Decision. The arbitral tribunal may modify, terminate or annul the Emergency Decision or any modification thereto made by the Emergency Arbitrator.	Retained	
11. The arbitral tribunal shall decide upon any party's requests or claims related to the Emergency Relief proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or non-compliance with the order.	Retained	
General provisions		
12. Subject to subparagraph 15 of this Article, the Emergency Arbitrator shall have no further power to act once the arbitral tribunal is constituted.	Retained	
13. The Emergency Arbitrator procedures set out in this Article are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent Court at any time.		
14. In all matters not expressly provided for in this Article, the Emergency Arbitrator shall act in the spirit of the Act and these Rules.		
15. The Emergency Arbitrator shall make every reasonable effort to ensure that an Emergency Decision is valid.		

<i>Evidence</i> <i>Article 28</i> 1. Each party shall have the burden of proving the facts relied on to support his claim or defence. 2. Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them. 3. The arbitral tribunal may, if it considers it appropriate, require a party to deliver to the tribunal and to the other party within such a period of time as the arbitral tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts in issue set out in his points of claim or points of defence. 4. At any time during the arbitral proceedings, the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine. 5. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.	<i>Article 28</i> <i>Evidence</i> Retained	
<i>Hearings</i> <i>Article 29</i> 1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof. 2. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal. 3. Hearings shall be held in camera unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses,	<i>Article 29</i> <i>Hearings</i> Retained	

including expert witnesses, during the testimony of such other witnesses, except that a witness, including an expert witness, who is a party to the arbitration shall not, in principle, be asked to retire.

4. The arbitral tribunal may direct that witnesses, including expert witnesses, be examined through means of telecommunication that do not require their physical presence at the hearing (such as videoconference).

Experts appointed by the Arbitral Tribunal

Article 30

1. After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it in writing, on specific issues to be determined by the arbitral tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.

2. The expert shall, in principle before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.

3. The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.

4. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties, who shall be given the opportunity to

Article 30

Experts Appointed by the Arbitral Tribunal

Retained

express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.

5. At the request of either party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, either party may present expert witnesses in order to testify on the points at issue. The provisions of Article 29 shall be applicable to such proceedings.

Default

Article 31

1. If, within the period of time fixed by these Rules or the arbitral tribunal, without showing sufficient cause:

- (a) The claimant has failed to communicate its point of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;
- (b) The respondent has failed to communicate its response to the written communication containing a request for the dispute to be referred to arbitration or its points of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; the provisions of this subparagraph also apply to a claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.

2. If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.

3. If a party, duly invited by the arbitral tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may

Article 31

Default

Retained

- (a) The claimant **fails** to communicate its point of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;
- (b) The respondent **fails** to communicate its response to the written communication containing a request for the dispute to be referred to arbitration or its points of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; the provisions of this subparagraph also apply to a claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.

Retained

Retained

make the award on the evidence before it.

Closure of hearings

Article 32

1. The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.
2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the hearings at any time before the award is made.

Waiver of right to object

Article 33

A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection, unless such party can show that, under the circumstances, failure to object was justified.

SECTION IV. THE AWARD

Decisions

Article 34

1. When there are three arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitral tribunal.
2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorises, the presiding arbitrator may decide alone, subject to revision, if any, by the arbitral tribunal.

Article 32

Closure of Hearings

Retained

Article 33

Waiver of Right to Object

Retained

SECTION PART IV. THE AWARD

Article 34

Decisions

Retained

<i>Form and effect of the Award</i> <i>Article 35</i> 1. The arbitral tribunal may make separate awards on different issues at different times. 2. All awards shall be made in writing and shall be final and binding on the parties. The parties undertake to carry out the award without delay. 3. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given. 4. An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the seat of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature. 5. The award may be made public only with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority. 6. Copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal.	<i>Article 35</i> <i>Form and Contents of Award</i> Retained	
<i>Applicable Law, Amiable Compositeur</i> <i>Article 36</i> 1. The arbitral tribunal shall apply the rules designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law which it determines to be appropriate. 2. The arbitral tribunal shall decide as <i>amiable compositeur</i> or <i>ex aequo et bono</i> only if the parties have expressly authorised the arbitral tribunal to do	<i>Article 36</i> <i>Applicable Law, Amiable Compositeur</i> Retained	

so.

3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

Settlement or other grounds for termination

Article 37

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.

2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reasons not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so.

3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties. Where an arbitral award on agreed terms is made, the provisions of Article 35, paragraphs 2, 4 and 6, shall apply.

Interpretation of the award

Article 38

1. Within thirty days after the receipt of the award, a party, with notice to the other parties, may request that the arbitral tribunal give an interpretation of the award.

Article 37

Settlement or Other Grounds for Termination

Retained

Article 38

Interpretation of the Award

Retained

2. The interpretation shall be given in writing within forty-five days after the receipt of the request. The interpretation shall form part of the award and the provisions of Article 35, paragraphs 2 to 6, shall apply.

Correction of the award

Article 39

1. Within thirty days after the receipt of the award, a party, with notice to other parties, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical error, or any error of similar nature. If the arbitral tribunal considers that the request is justified, it shall make the correction within forty-five days of receipt of the request.

2. The arbitral tribunal may within thirty days after the communication of the award make such corrections on its own initiative.

3. Such corrections shall be in writing and shall form part of the award. The provisions of Article 35, paragraphs 2 to 6, shall apply.

Additional award

Article 40

1. Within thirty days after the receipt of the termination order of the award, a party, with notice to the other parties, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.

2. If the arbitral tribunal considers the request for an award or additional award to be justified, it shall render or complete its awards within sixty days after the receipt of the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.

3. When an award or additional award is made, the provisions of Article 35, paragraphs 2 to 6, shall apply.

Article 39

Correction of the Award

Retained

Article 40

Additional Award

Retained

<i>Definition of costs</i> <i>Article 41</i> 1. The arbitral tribunal shall fix the costs of arbitration in the final award and, if it deems appropriate, in another decision. 2. The term “costs” includes only: (a) The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with Article 42; (b) The reasonable travel and other expenses incurred by the arbitrators; (c) The reasonable costs of expert advice and of other assistance required by the arbitral tribunal; (d) The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal; (e) The legal and other costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable; (f) Any fees and expenses of the appointing authority as well as the fees and expenses of the Director of the RCICAN; (g) The cost of third party funding; (h) Other Costs. 3. In relation to interpretation, correction or completion of any award under Articles 38 to 40, the arbitral tribunal may charge the costs referred to in paragraphs 2 (b) to (f), but no additional fees.	<i>Article 41</i> <i>Definition of Costs</i> Retained	
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Fees and expenses of Arbitrators

Article 42

1. The fees and expenses of the arbitrators shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case.

2. If there is an appointing authority and it applies or has stated that it will apply a schedule or particular method for determining the fees for arbitrators in international cases, the arbitral tribunal in fixing its fees shall take that schedule or method into account to the extent that it considers appropriate in the circumstances of the case.

3. Promptly after its constitution, the arbitral tribunal shall inform the parties as to how it proposes to determine its fees and expenses, including any rates it intends to apply. Within fifteen days of receiving that proposal, any party may refer the proposal to the appointing authority for review. If, within forty-five days of receipt of such a referral, the appointing authority finds that the proposal of the arbitral tribunal is inconsistent with paragraph 1, it shall make any necessary adjustments thereto, which shall be binding upon the arbitral tribunal.

4. (a) When informing parties of the arbitrators' fees and expenses that have been fixed pursuant to Article 41, paragraphs 2 (a) and (b), the arbitral tribunal shall also explain the manner in which the corresponding amounts have been calculated;

(b) Within fifteen days of receiving the arbitral tribunal's determination of fees and expenses, any party may refer for review such determination to the appointing authority. If no appointing authority has been agreed upon or designated, or if the appointing authority fails to act within the time specified in these Rules, then the review shall be made by the Director of the RCICAN;

Article 42

Fees and Expenses of Arbitrators

Retained

(c) If the appointing authority or the Director of the RCICAN finds that the arbitral tribunal's determination is inconsistent with the arbitral tribunal's proposal (and any adjustment thereto) under paragraph 3 or is otherwise manifestly excessive, it shall, within forty-five days of receiving such a referral, make any adjustments to the arbitral tribunal's determination that are necessary to satisfy the criteria in paragraph 1. Any such adjustments shall be binding upon the arbitral tribunal;

(d) Any such adjustments shall either be included by the arbitral tribunal in its award or, if the award has already been issued, be implemented in a correction to the award, to which the procedure of Article 39, paragraph 3, shall apply.

5. Throughout the procedure under paragraphs 3 and 4, the arbitral tribunal shall proceed with the arbitration, in accordance with Article 17, paragraph 1.

6. A referral under paragraph 4 shall not affect any determination in the award other than the arbitral tribunal's fees and expenses; nor shall it delay the recognition and enforcement of all parts of the award other than those relating to the determination of the arbitral tribunal's fees and expenses.

Allocation of costs

Article 43

1. The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

2. The arbitral tribunal shall in the final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.

Article 43

Allocation of Costs

Retained

<i>Deposit of costs</i> <i>Article 44</i> 1. The arbitral tribunal, on its establishment, may request the parties to deposit an equal amount as an advance for the costs referred to in Article 41, paragraphs 2 (a) to (c). 2. During the course of the arbitral proceedings, the arbitral tribunal may request supplementary deposits from the parties. 3. If an appointing authority has been agreed upon or designated, and when a party so requests and the appointing authority consents to perform the function, the arbitral tribunal shall fix the amounts of any deposits or supplementary deposits only after consultation with the appointing authority, which may make any comments to the arbitral tribunal that it deems appropriate concerning the amount of such deposits and supplementary deposits. 4. If the required deposits are not paid in full within thirty days after the receipt of the requests, the arbitral tribunal shall so inform the parties, in order that one or more of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings. 5. After the award has been made, the arbitral tribunal shall render an account to the parties of the deposits received and return any unexpended balance to the parties. ANNEX Model arbitration clause for contracts Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act in force in the Federal Republic of Nigeria.	<i>Article 44</i> <i>Deposit of Costs</i> Retained ANNEX Model Arbitration Clause for Contracts Retained	
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Note. Parties should consider adding:

- (a) The appointing authority shall be ... [name of institution or person];
- (b) The number of arbitrators shall be ... [one or three];
- (c) The seat of arbitration shall be ... [town and country];
- (d) The language to be used in the arbitral proceedings shall be ...

Model statements of independence pursuant to Article 11 of the Rules

No circumstances to disclose

I am impartial and independent of each of the parties and intend to remain so. To the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties and the other arbitrators of any such circumstances that may subsequently come to my attention during this arbitration.

I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently, efficiently and in accordance with the time limits in the Rules.

Circumstances to disclose

I am impartial and independent of each of the parties and intend to remain so. Attached is a statement made pursuant to Article 11 of the Arbitration Rules in the First Schedule to the Arbitration and Conciliation Act of (a) my past and present professional, business and other relationships with the parties and (b) any other relevant circumstances. [Include statement.] I confirm that those circumstances do not affect my independence and impartiality. I shall

Model Statements of Independence Pursuant to Article 11 of the Rules

No Circumstances to Disclose

Retained

Circumstances to Disclose

Retained

promptly notify the parties and the other arbitrators of any such further relationships or circumstances that may subsequently come to my attention during this arbitration. I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently, efficiently and in accordance with the time limits in the Rules.		
SECOND SCHEDULE [Section 61(1)] CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS JUNE 10, 1958 <i>Article I</i> 1. This Convention shall apply to the recognition and enforcement of arbitral awards made in the territory of a State other than the State where the recognition and enforcement of such awards are sought, and arising out of difference between persons, whether physical or legal. It shall also apply to arbitral awards not considered as domestic awards in the state where their recognition and enforcement are sought. 2. The terms “arbitral awards” shall include not only awards made by arbitrator, appointed for each case but also those made by permanent arbitral bodies to which the parties have submitted. 3. When signing, ratifying or acceding to this Convention, or notifying extension under Article X hereof, any State may on the basis of reciprocity declare that it will apply the Convention to the recognition and enforcement of awards made only in the territory of another Contracting State. It may also declare that it will apply the Convention only to differences arising out of legal relationships whether contractual or not, which are considered as commercial under the national law of the State making such declaration. <i>Article II</i> 1. Each Contracting State shall recognise an agreement in writing under	SECOND SCHEDULE 2 [Section 59 (1)] CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS JUNE 10, 1958 <i>Article I</i> Retained <i>Article II</i> Retained	

which the parties undertake to submit to arbitration all or any differences which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not, concerning a subject matter capable of settlement by arbitration.

Appendices

2. The term "agreement in writing" shall include an arbitral clause in a contract or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams.

3. The Court of a Contracting State, when seised of an action in a matter in respect of which the parties have made an agreement within the meaning of this article, shall, at the request of one of the parties refer the parties to arbitration, unless it finds that the said agreement is null and void, inoperative or incapable of being performed.

Article III

Each Contracting State shall recognise arbitral awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon, under the conditions laid down in the following articles. There shall not be imposed substantially more onerous conditions or higher fees or charges on the recognition or enforcement of arbitral awards to which this Convention applies than are imposed on the recognition or enforcement of domestic arbitral awards.

Article IV

1. To obtain the recognition and enforcement mentioned in the preceding article, the party applying for recognition and enforcement shall, at the time of the application, supply:

(a) the duly authenticated original award or a duly certified copy thereof; and

(b) the original agreement referred to in Article II or a duly

Appendices

Retained

Article III

Retained

Article IV

Retained

certified copy thereof.

If the said award or agreement is not made in an official language of the country in which the award is relied upon, the party applying for recognition and enforcement of the award shall produce a translation of these documents into such language. The translation shall be certified by an official or sworn translator or by a diplomatic or consular agent.

Article V

Recognition and enforcement of the award may be refused, at the request of the party against whom it is invoked, only if that party furnishes to the competent authority where the recognition and enforcement is sought, proof that:

- (a) the parties to the agreement referred to in Article II were, under the law applicable to them, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing an indication thereon under the law of the country where the award was made; or
- (b) the party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case; or
- (c) the award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognised and enforced; or
- (d) the composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

Article V

Retained

(e) the award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made. 4. Recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that- (a) the subject matter of the difference is not capable of settlement by arbitration under the law of that country; or (b) the recognition or enforcement of the award would be contrary to the public policy of that country. <i>Article VI</i> If an application for the setting aside or suspension of the award has been made to a competent authority referred to in Article V paragraph (1) (e), the authority before which the award is sought to be relied upon may, if it considers it proper, adjourn the decision on the enforcement of the award and may also, on the application of the party claiming enforcement of the award, order the other party to give suitable security.	<i>Article VI</i> Retained	
APPENDICES <i>Article VII</i> 1. The provisions of the present Convention shall not affect the validity of multilateral or bilateral agreements concerning the recognition and enforcement of arbitral awards entered into by the Contracting States nor deprive any interested party of any right he may have to avail himself of an arbitral award in the manner and to the extent allowed by the law or the treaties of the country where such award is sought to be relied upon. 2. The Geneva Protocol on Arbitration Clauses of 1923 and the Geneva Convention of the Execution of Foreign Arbitral Awards of 1927 shall cease	APPENDICES <i>Article VII</i> Retained	

to have effect between Contracting States on their becoming bound and to the extent that they become bound, by this Convention.

Article VIII

1. This Convention shall be open until 31 December 1958 for signature on behalf of any member of the United Nations and also on behalf of any other State which is or hereafter becomes a member of any specialised agency of the United Nations, or which is or hereafter becomes a party to the Statute of the International Court of Justice, or any other State to which an invitation has been addressed by the General Assembly of the United Nations.

2. This Convention shall be ratified and the instrument of ratification shall be deposited with the Secretary-General of the United Nations.

Article IX

1. This Convention shall be open for accession to all States referred to in Article VIII.

2. Accession shall be effected by the deposit of an instrument of accession with the Secretary-General of the United Nations.

Article X

1. Any State may, at the time of signature, ratification or accession, declare that this Convention shall extend to all or any of the territories for the international relations of which it is responsible. Such a declaration shall take effect when the Convention enters into force for the State concerned.

2. At any time thereafter, any such extension shall be made by notification addressed to the Secretary-General of the United Nations and shall take effect from the ninetieth day after the day of receipt by the Secretary-General of the United Nations of this notification, or as from the date of entry into force of the Convention for the State concerned, whichever is the later.

3. With respect to those territories to which this Convention is not extended

Article VIII

Retained

Article IX

Retained

Article X

Retained

at the time of signature, ratification or accession, each State concerned shall consider the possibility of taking the necessary steps in order to extend the application of this Convention to such territories, subject, where necessary for constitutional reasons, to the consent of the governments of such territories.

Article XI

1. In the case of a Federal or non-unitary State, the following provisions shall apply:

(a) with respect to those Articles of this Convention that come within the legislative jurisdiction of the federal authority, the obligations of the federal government shall to this extent be the same as those of Contracting States which are not federal states

(b) with respect to those Articles of this Convention that come within the legislative jurisdiction of constituent states or provinces which are not, under the constitutional system of the federation, bound to take legislative action, the federal government shall bring such articles with a favourable recommendation to the notice of the appropriate authorities of constituent states or provinces at the earliest possible moment;

(c) a federal state party to this Convention shall, at the request of any other contracting state transmitted through the Secretary-General of the United Nations, supply a statement of the law and practice of the federation and its constituent units in regard to any particular provisions of this Convention, showing the extent to which effect has been given to that provision by legislative or other action.

Article XII

1. This Convention shall come into force on the ninetieth day following the date of deposit of the third instrument of ratification or accession.

2. For each State ratifying or acceding to this Convention after the deposit of the third instrument of ratification or accession, this Convention shall enter

Article XI

Retained

Article XII

Retained

into force on the ninetieth day after deposit by such State of its instrument of ratification or accession.

APPENDICES

Article XIII

1. Any contracting State may denounce this Convention by a written notification to the Secretary-General of the United Nations-Denunciation shall take effect one year after the date of receipt of the notification by the Secretary-General.

2. Any State which has made a declaration or notification under Article X may, at any time thereafter, by notification to the Secretary-General of the United Nations, declare that this Convention shall cease to extend to the territory concerned one year after the date of the receipt of the notification by the Secretary-General.

3. This Convention shall continue to be applicable to arbitral awards in respect of which recognition or enforcement proceedings have been instituted before the denunciation takes effect.

Article XIV

A Contracting State shall not be entitled to avail itself of the present Convention against other Contracting States except to the extent that it is itself, bound to apply the Convention.

Article XV

The Secretary-General of the United Nations shall notify the States contemplated in Article VIII of the following:

- (a) signature and ratifications in accordance with Article VIII;
- (b) accessions in accordance with Article IX;

APPENDICES

Article XIII

Retained

Article XIV

Retained

Article XIV

Retained

(c) declarations and notifications under Articles I, X and XI; (d) the date upon which this Convention enters into force in accordance with Article XII; (e) denunciations and notifications in accordance with Article XIII. <i>Article XVI</i> 1. This Convention, of which the Chinese, English, French and Spanish texts should be equally authentic, shall be deposited in the archives of the United Nations. 2. The Secretary-General of the United Nations shall transmit a certified copy of this Convention to the States contemplated in Article VIII.	<i>Article XVI</i> Retained	
THIRD SCHEDULE [Section 63(2)] ARBITRATION PROCEEDINGS RULES 2016 Interpretation 1. In these Rules - “arbitration claim” means any application to a High Court under the Federal Arbitration and Conciliation Act 2016 (a) to revoke an arbitration agreement under Section 3 thereof; (b) to stay proceedings under Section 5 thereof; (c) to determine the challenge of an arbitrator under Section 10 thereof;	THIRD SCHEDULE 3 [Section 61(2)] ARBITRATION PROCEEDINGS RULES 2017 Interpretation Retained “arbitration claim” means any application to a High Court under the Federal Arbitration and Conciliation Act 2017 – (a) Retained (b) Retained (c) to determine the challenge of an arbitrator under Section 9 thereof;	

(d) to appoint, remove or substitute an emergency arbitrator under Sections 18 and 19 thereof; (e) to grant interim measures of protection under Section 21 thereof; (f) to recognize or enforce an interim measure of protection under Section 30 thereof; (g) to refuse recognition or enforcement of an interim measure of protection under Section 31 thereof; (h) to subpoena a witness to attend under Section 45 thereof; (i) in respect of the fees of an arbitrator under Section 56 thereof; (j) to set aside an award under Section 57 thereof; (k) to recognise and enforce an award under Section 58 thereof; (l) to refuse recognition and enforcement of an award under Section 59 thereof; “arbitration award” includes a settlement agreement that is enforceable in the same manner as an award under Section 78 of this Act. Starting the claim 2. (1) Except where sub-rules 2 and 3 of this Rule applies, an arbitration claim shall be started by the issue of an Originating Motion.	(d) to appoint, remove or substitute an emergency arbitrator under Sections 16 and 17 thereof; (e) to grant interim measures of protection under Section 19 thereof; (f) to recognize or enforce an interim measure of protection under Section 28 thereof; (g) to refuse recognition or enforcement of an interim measure of protection under Section 29 thereof; (h) to subpoena a witness to attend under Section 43 thereof; (i) in respect of the fees of an arbitrator under Section 54 thereof; (j) to set aside an award or review the decision of an Award review Tribunal under Section 55 thereof; (k) to recognise and enforce an award under Section 56 thereof; (l) to refuse recognition and enforcement of an award under Section 57 thereof; “arbitration award” includes a settlement agreement that is enforceable in the same manner as an award under Section 76 of this Act. Starting the Claim (1) Retained	
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(2) An application under Section 5 of the Act to stay legal proceedings shall be made by notice of motion to the court seised of those proceedings. (3) An application under Sections 18 or 19 of the Act for the appointment, challenge or replacement of an emergency arbitrator; or under 20 of the Act to fix the seat of the Emergency Relief Proceedings, shall be contained in a written communication addressed to the appropriate Court as defined under Section 85(1) of the Act. (4) An arbitration claim shall be started in the Court which has jurisdiction in relation to the underlying subject matter or underlying contractual relationship from which the claim arises. Originating Motion: 3. (1) An Originating Motion commencing an arbitration claim shall – (a) include a concise statement of – (i) the remedy claimed; (ii) any question on which the claimant seeks the decision of the Court; (b) give details of any arbitration award challenged by the claimant, identifying which part or parts of the award are challenged and specifying the grounds for the challenge; (c) show that any statutory requirements have been met; (d) specify under which Section of the Act the claim is made; (e) identify against which (if any) of the defendants, a cost order is sought; (f) specify the person on whom the Originating Motion is to be served, stating their role in the arbitration and whether they are defendants.	(2) Retained (3) An application under Sections 16 or 17 of the Act for the appointment, challenge or replacement of an emergency arbitrator; or under 18 of the Act to fix the seat of the Emergency Relief Proceedings, shall be contained in a written communication addressed to the appropriate Court as defined under Section 84(1) of the Act. (4) Deleted Originating Motion: Retained	
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(2) Unless the court orders otherwise an Originating Motion shall be served on the defendant within one (1) month from the date of issue.

Service out of the jurisdiction

4. (1) The court may give permission to serve an Originating Motion out of the jurisdiction if –

- (a) the claimant seeks to set aside an arbitration award made within the jurisdiction;
- (b) the claimant –
 - (i) seeks some other remedy or requires a question to be decided by the court affecting an arbitration (whether started or not), an arbitration agreement or an arbitration award; and
 - (ii) the seat of the arbitration is or will be within the jurisdiction.

(2) An application for permission under sub-rule 1 of this rule shall be supported by an affidavit –

- (a) stating the grounds on which the application is made; and
- (b) showing in what place or country the person to be served is, or probably may be found.

(3) An order giving permission to serve an Originating Motion out of the jurisdiction shall specify the period within which the defendant may enter appearance to the claim.

Notice

5. (1) Where an arbitration claim is made under Section 10 of the Act, each arbitrator shall be a defendant.

Service Out of the Jurisdiction

Retained

Notice

5. (1) Where an arbitration claim is made, pursuant to section 18 of the Act, each arbitrator shall be a defendant.

(2) Where notice shall be given to an arbitrator or any other person it may be given by sending him a copy of - (a) the Originating Notice of Motion; and (b) any affidavit in support. (3) Where the Act requires an application to the court to be made on notice to any other party to the arbitration, such notice shall be given by making that party a defendant. Hearings 6. The court may order that an arbitration claim be heard either in public or in private. Enforcement of arbitration awards and interim measures of protection 7. (1) An application to enforce an award or an interim measure of protection in the same manner as a judgement or order shall be made by Originating Notice of Motion. (2) The supporting affidavit shall - (a) exhibit the arbitration agreement and the original award or decision containing the interim measure of protection, or in either case certified copies of each; (b) state the name and the usual or last known place of abode or business of the applicant and the person against whom it is sought to enforce the award or interim measure of protection;	(2) Retained (3) Retained Hearings Retained Enforcement of Arbitration Awards and Interim Measures of Protection Retained	
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- (c) state, as the case may require, either that the award or interim measure of protection has not been complied with or the extent to which it has not been complied with at the date of the application.

Case Management

7. (1) The following rules apply unless the court orders otherwise.

(2) A defendant who does not contest any or all of the remedies claimed may file a notice stating such fact, and a court or judge in chambers may grant such uncontested remedy or remedies without an oral hearing.

(3) A defendant who contests any or all of the remedies claimed and who wishes to rely on evidence before the court shall file and serve his counter-affidavit -

- (a) within 21 days after the date by which he was required to enter appearance; or,
- (b) where a defendant is not required to enter appearance, within 21 days after the service of the Originating Notice of Motion.

(4) A claimant who wishes to rely on evidence in reply to the counter-affidavit filed under rule 7(2) shall file and serve his reply affidavit within 7 days after the service of the defendant's counter-affidavit.

(5) Except in the case provided for in sub-rule (5) of this rule, an arbitration claim shall be entered on the court's list such that its first hearing is not later than thirty (30) days after service of the originating motion on the defendant, or in the case of multiple defendants, on the defendant last served.

(6) Where a defendant is served outside the jurisdiction pursuant to permission given under rule 3 of these rules, an arbitration claim shall be entered on the court's list such that its first hearing is not later than forty (40)

Case Management

Retained

days after service of the originating motion on the defendant served outside the jurisdiction, or in the case of multiple defendants, on the defendant last served.

(7) Not later than two (2) days before the hearing date, the claimant shall file and serve a written brief of arguments which lists succinctly -

- (a) the issues which arise for decision;
- (b) the grounds of relief (or opposing relief) to be relied upon;
- (c) the submissions of fact to be made with the references to the evidence; and
- (d) the submissions of law with references to the relevant authorities.

(8) Not later than the day before the hearing date the defendant shall file and serve a skeleton argument which lists succinctly -

- (a) the issues which arise for decision;
- (b) the grounds of relief (or opposing relief) to be relied upon;
- (c) the submissions of fact to be made with the references to the evidence; and
- (d) the submissions of law with references to the relevant authorities.
- (e) unless a party specifically requests an oral hearing, the court may decide the entire arbitration claim or particular issues arising in it without an oral hearing.

Appeals	Appeals	
(9) Rules 10 to 13 of these Rules shall apply to appeals from a High Court to the Court of Appeal and from the Court of Appeal to the Supreme Court in all arbitration claims as defined in rule 1 above, hereafter referred to as "arbitration appeals". (10) It shall not be necessary for the Registrar of a High Court or the Registrar of the Court of Appeal to prepare a record in respect of an arbitration appeal, and accordingly the record for the purpose of such appeal shall be prepared in the manner set forth in rule 11 of these Rules. 11. (1) The appellant shall, either simultaneously with filing his notice of appeal or within fourteen (14) days thereafter prepare for the use of the Justices a record comprising -- (a) the index; (b) certified true copies of documents and proceedings which the appellant considers relevant to the appeal; and (c) a certified true copy of the notice of appeal. (2) If the respondent considers that the documents and proceedings filed by the appellant are inaccurate or are not sufficient for the purposes of the appeal, he shall, within a period of seven (7) days after service on him of the record filed by the appellant, file any further or other documents that he wishes to file. (3) In all arbitration appeals the provisions of the Court of Appeal Rules and the Supreme Court Rules for the time being in force in relation to the filing of briefs of arguments in civil matters shall apply <i>mutatis mutandis</i> upon the filing of the record of appeal pursuant to rule 11 above.	Retained	

Case Management on Appeals	Case Management on Appeals	
12. An arbitration appeal shall be entered on the court's list such that its first hearing is not later than six months after the filing of the record of appeal pursuant to rule 11 above. 13. Unless a party specifically requests an oral hearing, the court may decide the entire arbitration appeal or particular issues arising in it without an oral hearing.	Retained	
Effect of Default	Effect of Default	
14. If, in an arbitration claim or an arbitration appeal, a claimant or appellant seeks to set aside an arbitral award, or seeks refusal of recognition or enforcement of an interim measure of protection, and such claimant or appellant fails to comply with (a) any of the time limits set out in rules 3(2), 8(6) and 11(1) of these rules, or; (b) the time limits for the filing of briefs of arguments as set out in the rules of the Court of Appeal and the Supreme Court for the time being in force in relation to civil appeals, the arbitral award or interim measure of protection shall immediately become enforceable, unless the court otherwise orders.	Retained	
Costs	Costs	
15. The rules of the High Courts, Court of Appeal and the Supreme Court for the time being in force shall apply in relation to costs in all arbitration claims and arbitrating appeals, so however that the term "costs" shall include – (a) all expenses actually incurred by the successful party, including his travel expenses and the travel and other expenses of his witnesses;	Retained	

(b) the costs for legal representation of the successful party, to the extent that the court or a taxing officer considers that such costs are reasonable. Application 16. These rules shall apply to all arbitration claims and arbitration appeals instituted on or after the date of commencement of the Federal Arbitration and Conciliation Act 2016. 17. The rules of procedure in civil matters for the time in force in the High Courts, Courts of Appeal and the Supreme Court shall apply to arbitration claims and arbitration appeals only in respect of such matters and to such extent as provision has not been expressly made in these rules.	Application 16. These rules shall apply to all arbitration claims and arbitration appeals instituted on or after the date of commencement of the Federal Arbitration and Conciliation Act 2017. 17. Retained	
FOURTH SCHEDULE [Sections 70 and 81] <i>CONCILIATION RULES</i> APPLICATION OF THE RULES <i>Article 1</i> 1. These Rules apply to conciliation of disputes arising out of or relating to a contractual or other legal relationship where the parties seeking an amicable settlement of their dispute have agreed that the Conciliation Rules apply. 2. The parties may agree to exclude or vary any of these Rules at any time. 3. Where any of these Rules is in conflict with a provision of this Act or any law from which the parties cannot derogate, that provision prevails. COMMENCEMENT OF CONCILIATION PROCEEDINGS <i>Article 2</i> 1. The party initiating conciliation sends to the other party a written invitation	FOURTH SCHEDULE 4 [Sections 68 and 79] <i>CONCILIATION RULES</i> <i>Article 1</i> APPLICATION OF THE RULES Retained <i>Article 2</i> COMMENCEMENT OF CONCILIATION PROCEEDINGS Retained	

to conciliate under these Rules, briefly identifying the subject of the dispute. 2. Conciliation proceedings commence when the other party accepts the invitation to conciliate. If the acceptance is made orally, it is advisable that it be confirmed in writing. 3. If the other party rejects the invitation, there will be no conciliation proceedings. 4. If the party initiating conciliation does not receive a reply within thirty days from the date on which he sends the invitation, or within such other period of time as specified in the invitation, he may elect to treat this as rejection for the invitation to conciliate. If he so elects, he informs the other party accordingly. NUMBER OF CONCILIATORS <i>Article 3</i> There shall be one conciliator unless the parties agree that there shall be two or three conciliators. Where there is more than one conciliator, they ought, as a general rule, to act jointly. APPOINTMENT OF CONCILIATOR <i>Article 4</i> 1. (a) In conciliation proceedings with one conciliator, the parties shall endeavour to reach agreement on the name of a sole conciliator. (b) In conciliation proceedings with two conciliators, each party appoints one conciliator. (c) In conciliation proceedings with three conciliators, each party appoints one conciliator. The parties shall endeavour to reach agreement on the name of the third conciliator. 2. Parties may enlist the assistance of an appropriate institution or person in	<i>Article 3</i> NUMBER OF CONCILIATORS Retained <i>Article 4</i> APPOINTMENT OF CONCILIATOR Retained	
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connection with the appointment of conciliators. In particular:

- (a) a party may request such an institution or person to recommend the names of suitable individuals to act as conciliators; or
- (b) the parties may agree that the appointment of one or more conciliators be made by such institution or person.

In recommending or appointing individuals to act as conciliator, the institution or person shall have regard to such consideration as are likely to secure the appointment of an independent and impartial conciliator and, with respect to a sole or third conciliator, shall take into account the advisability of appointing a conciliator of a nationality other than the nationalities of the parties.

SUBMISSION OF STATEMENT TO CONCILIATOR

Article 5

1. The conciliator upon his or her appointment requests each party to submit to him or her a brief written statement describing the general nature of the dispute and the points at issue. Each party sends a copy of their statement to the other party.
2. The conciliator may request each party to submit to him or her a further written statement of the party's position and the facts and grounds in support thereof, supplemented by any documents and other evidence that such party deems appropriate. The party sends a copy of their statement to the other party.
3. At any stage of the conciliation proceedings, the conciliator may request a party to submit to him such additional information as he deems appropriate.

Article 5

SUBMISSION OF STATEMENT TO CONCILIATOR

Retained

PRESENTATION AND ASSISTANCE <i>Article 6</i> The parties may be represented or assisted by persons of their choice. The names and addresses of such persons are to be communicated in writing to the other party and to the conciliator; such communication is to specify whether the appointment is made for purposes of representation or of assistance. ROLE OF CONCILIATOR <i>Article 7</i> 1. The conciliator assists the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute. 2. The conciliator will be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties. 3. The conciliator may conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and the need for a speedy settlement of the dispute. 4. The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.	<i>Article 6</i> PRESENTATION AND ASSISTANCE Retained <i>Article 7</i> ROLE OF CONCILIATOR Retained	
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ADMINISTRATIVE ASSISTANCE <i>Article 8</i> In order to facilitate the conduct of the conciliation proceedings, the parties, or the conciliator with the consent of the parties, may arrange for administrative assistance by a suitable institution or person. COMMUNICATION BETWEEN CONCILIATOR AND PARTIES <i>Article 9</i> 1. The conciliator may invite the parties to meet with him or may communicate with them orally or in writing. He may meet or communicate with the parties together or with each of them separately. 2. Unless the parties have agreed upon the place where meetings with the conciliator are to be held, such place will be determined by the conciliator after consultation with the parties having regard to the circumstances of the conciliation proceedings. DISCLOSURE OF INFORMATION <i>Article 10</i> When the conciliator receives factual information concerning the dispute from a party, he or she discloses the substance of that information to the other party in order that the other party may have the opportunity to present any explanation which he considers appropriate. However, when a party gives any information to the conciliator subject to a specific condition that it be kept confidential, the conciliator does not disclose that information to the other party.	<i>Article 8</i> ADMINISTRATIVE ASSISTANT Retained <i>Article 9</i> COMMUNICATION BETWEEN CONCILIATOR AND PARTIES Retained <i>Article 10</i> DISCLOSURE OF INFORMATION Retained	
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CO-OPERATION OF PARTIES WITH CONCILIATOR <i>Article 11</i> The parties will in good faith cooperate with the conciliator and, in particular, will endeavour to comply with requests by the conciliator to submit written materials, provide evidence and attend meetings. SUGGESTIONS BY PARTIES FOR SETTLEMENT OF DISPUTE <i>Article 12</i> Each party may, on his own initiative or at the invitation for the conciliator, submit to the conciliator suggestions for the settlement of the dispute SETTLEMENT AGREEMENT <i>Article 13</i> 1. When it appears to the conciliator that there exists, elements of a settlement which would be acceptable to the parties, he formulates the terms of a possible settlement and submits them to the parties for their observations. After receiving the observations of the parties, the conciliator may reformulate the terms of a possible settlement in the light of such observations. 2. If the parties reach agreement on a settlement of the dispute, they draw up and sign a written settlement agreement. If requested by the parties the conciliator draws up, or assists the parties in drawing up, the settlement agreement. 3. The parties by signing the settlement agreement put an end to the dispute and are bound by the agreement.	<i>Article 11</i> CO-OPERATION OF PARTIES WITH CONCILIATOR Retained <i>Article 12</i> SUGGESTIONS BY PARTIES FOR SETTLEMENT OF DISPUTE Retained <i>Article 13</i> SETTLEMENT AGREEMENT Retained	
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CONFIDENTIALITY <i>Article 14</i> The conciliator and the parties must keep confidential all matters relating to the conciliation proceedings. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. TERMINATION OF CONCILIATION PROCEEDINGS <i>Article 15</i> The Conciliation proceedings are terminated- (a) by the signing of the settlement agreement by the parties, on the date of the agreement; or (b) by a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified on the date of the declaration; or (c) by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date for the declaration; or (d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated on the date of the declaration. RESORT TO ARBITRAL OR JUDICIAL PROCEEDINGS <i>Article 16</i> The parties undertake not to initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject of the conciliation proceedings.	<i>Article 14</i> CONFIDENTIALITY Retained <i>Article 15</i> TERMINATION OF CONCILIATION PROCEEDINGS Retained <i>Article 16</i> RESORT TO ARBITRAL OR JUDICIAL PROCEEDINGS Retained	
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COSTS <i>Article 17</i> (1) Upon termination of the conciliation proceedings, the conciliator fixes the costs of the conciliation and gives written notice thereof to the parties. The term "costs" includes only – (a) the fee of the conciliator which shall be a reasonable amount; (b) the travel and other expenses of the conciliator; (c) the travel and other expenses of witnesses requested by the conciliator with the consent of the parties; (d) the cost of any assistance provided pursuant to Article 4 paragraph 2(b), and 8 of these Rules. (2) The costs, as defined above are borne equally by the parties unless the settlement agreement provides for a different apportionment. All other expenses incurred by a party are borne by the party.	<i>Article 17</i> COSTS Retained	
DEPOSITS <i>Article 18</i> (1) The conciliator, upon his appointment, may request each party to deposit an equal amount as an advance for the costs referred to in Article 17, paragraph (1) which he expects will be incurred. (2) During the course of the conciliation proceedings, the conciliator may request supplementary deposits, in equal amount from each party. (3) If the required deposits under paragraphs (1) and (2) of this Article are	<i>Article 18</i> DEPOSITS Retained	

not paid in full by both parties within thirty days, the conciliator may suspend the proceedings or may make a written declaration of termination to the parties, effective on the date of that declaration.

(4) Upon termination of the conciliation proceedings, the conciliator renders an account to the parties of the deposits received and returns any unexpended balance to the parties.

ROLE OF CONCILIATOR IN OTHER PROCEEDINGS

Article 19

The parties and the conciliator undertake that the conciliator shall not act as an arbitrator or as a representative or counsel of a party in any arbitral or judicial proceedings in respect of a dispute that is the subject of the conciliation proceedings. The conciliator shall not be presented as a witness in any such proceedings.

ADMISSIBILITY OF EVIDENCE IN OTHER PROCEEDINGS

Article 20

The parties undertake not to rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings –

- (a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- (b) admissions made by the other party in the course of the conciliation proceedings;
- (c) proposals made by the conciliator;
- (d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the conciliator.

Article 19

ROLE OF CONCILIATOR IN OTHER PROCEEDINGS

Retained

Article 20

ADMISSIBILITY OF EVIDENCE IN OTHER PROCEEDINGS

Retained

MODEL CONCILIATION CLAUSE Where, in the event of a dispute arising out of or relating to this contract, the parties wish to seek an amicable settlement of that dispute by conciliation, the conciliation shall take place in accordance with the Conciliation Rules in the Fourth Schedule to the Arbitration and Conciliation Act as at present in force in the .	MODEL CONCILIATION CLAUSE Where, in the event of a dispute arising out of or relating to this contract, the parties wish to seek an amicable settlement of that dispute by conciliation, the conciliation shall take place in accordance with the Conciliation Rules in the Fourth Schedule to the Arbitration and Conciliation Act as at present in force in Nigeria.	
	EXPLANATORY MEMORANDUM This Bill seeks to repeal the Arbitration and Conciliation Act, Cap. A18, Laws of the Federation of Nigeria, 2004 and Enact the Arbitration and Conciliation Act, 2017 to Among Other things, Provide a Unified Framework for the Fair and Efficient Settlement of Commercial Disputes by Arbitration and Conciliation; and for Related Matters.	