



Ghana ADR Hub

Mediation | Arbitration | Dispute System Design

Arbitration Rules 2020

Mediation Rules 2020



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*This book is dedicated to
All the persons working to improve
access to justice through effective dispute
resolution processes worldwide.*

FOREWORD

The Ghana ADR Hub in this booklet presents two sets of Rules to govern Arbitration and Mediation proceedings conducted at the Hub. It may also be adopted by parties who want to conduct their ad-hoc procedure within a defined setting.

The Arbitration Rules contain carefully crafted provisions that ensure that proceedings carried thereunder are effective and efficient and lead to enforceable awards.

The usual pitfalls associated with the composition of the arbitral panel are avoided by carefully thought-out provisions. The provisions are designed to give parties the widest autonomy in the process but at the same time retain the necessary power in the arbitral tribunal to prevent delay and ensure a fair hearing to all parties.

The Mediation Rules are designed to provide a framework for conducting mediations efficiently and effectively. The model procedure set out by the rules and the model clause taken together creates sufficient certainty for the mediation process to be set up quickly, whilst retaining the essence of what mediation is meant to be; a flexible process conducted confidentially, in which a neutral person actively assists the parties in working towards a negotiated settlement of a dispute or difference, with the parties in ultimate control of the decision to settle, as well as the terms of resolution.

The draft clauses attached as an appendix should prove a useful tool for persons seeking to draft effective dispute resolution clauses.

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Arbitration Rules 2020

In force as from 1 January 2020



Article 1

The Request for Arbitration

1.1 _____

A party (“the Claimant”) wishing to submit a dispute to arbitration under the Ghana ADR Hub (the “Hub”) Rules shall deliver to the Administrator of the Hub (the “Administrator”) a written request for arbitration (the “Request”), containing or accompanied by:

- a. the names, postal addresses, email addresses, telephone and facsimile numbers (if known) of the parties to the arbitration and of their legal representatives (if known);
- b. a copy of the Arbitration Agreement that is invoked by the Claimant or a copy of the contractual or other documentation in which the Arbitration Agreement is contained or in respect of which the arbitration arises, whichever applies and any other relevant agreement;
- c. a brief statement describing the nature and circumstances of the dispute, giving rise to the claim and the basis upon which the claim is made;
- d. a brief statement of the relief sought by the Claimant against any other party to the arbitration together with the amount of any quantified claims and as much as possible an estimate of the monetary value of any other claims;
- e. a statement of any procedural matters such as:
 - i. the seat or language of the arbitration,
 - ii. the number of arbitrators, or their

- qualifications or identities as agreed by parties in writing or in respect of which the Claimant wishes to make a proposal;
- f. where the arbitration agreement provides, the Claimant's proposed nominee for arbitrator, his postal address, email address, telephone and facsimile numbers, if known;
- g. any other document or information relevant to the efficient resolution of the dispute.

1.2 _____

- a. The Request for Arbitration shall be accompanied by payment, by check or transfer to the account of the Hub, of the fee required as filing fee of the Hub prescribed in the Schedule of Costs or confirmation of the transfer of the fee to the bank account of the Hub.
- b. A Request shall only be deemed to be received and arbitration shall commence only after the Administrator has received the prescribed filing fee.
- c. Where the Claimant fails to comply with the requirements under Article 1.2(a) and (b), the Administrator may fix a time limit within which the Claimant must comply, failing which the file shall be closed without prejudice to the Claimant's right to submit the same claim at a later date in another Request.

1.3 _____

- a. The date of receipt by the Administrator of the Request and the filing fee shall be treated as the date on which the arbitration has commenced for all purposes.
- b. The Request (including all accompanying documents) shall be submitted to the Administrator with sufficient copies for each party, Administrator and sole arbitrator or arbitrators.
- a. The Administrator shall transmit a copy of the Request and all other documents attached to the Request to the Respondent.

Article 2

The Response; Counterclaim

2.1

Within 14 days from the receipt of the Request from the Administrator, the Respondent shall send to the Administrator a written response (the “Response”) to the Request containing or accompanied by:

- a. confirmation or denial of all or part of the claim made by the Claimant in the Request;
- b. a brief statement describing the nature and circumstance of any counterclaim made by the Respondent against the Claimant together with a statement of the relief sought as well as the amount of any quantified counterclaim and as much as possible an estimate of the monetary value of any other counterclaim;

- c. comment in response to any statement contained in the Request on procedural matters relating to the conduct of the arbitration;
- d. if the Arbitration Agreement calls for party nomination of arbitrators, the name, postal address, email address, telephone and facsimile numbers (if known) of the Respondent's nominee;
- e. the statement of defence if the Request contained the statement of claim; and
- f. such other document or information as the Respondent considers appropriate or as may contribute to the efficient resolution of the dispute.

2.2 _____

The Response (including all accompanying documents) should be submitted to the Administrator with sufficient copies for each party, Administrator and sole arbitrator or arbitrators.

2.3 _____

Failure to deliver a Response shall not preclude the Respondent from denying any claim or from advancing a counterclaim in the arbitration. However, if the Arbitration Agreement calls for party nomination of arbitrators, failure to deliver a Response or to nominate an arbitrator within time or at all shall constitute a waiver of that party's opportunity to nominate an arbitrator unless the arbitral tribunal extends the time for such appointment under Article 6.7.

2.4 _____

The Administrator shall provide a copy of the Response to the Request and any other document attached to the Response to all parties within 7 days from the receipt of the Response by the Administrator.

2.5 _____

Parties may be represented or assisted by persons of their choice. The names, postal addresses, email addresses, telephone and facsimile numbers (if known) of such representatives shall be communicated in writing to the other party and the Administrator.

Article 3

Multiple Contracts

3.1 _____

Claims arising out of or in connection with more than one contract may be made in a single arbitration whether or not such claims are made under one or more than one arbitration agreement under the Rules.

Article 4

Consolidation of Arbitration

4.1 _____

Subject to Article 4.2, at the request of a party, the Hub may consolidate two or more arbitrations pending under the Rules into a single arbitration.

4.2 _____

The order for consolidation shall only be made by the Hub where all the parties agree to the consolidation of pending arbitrations.

4.3 _____

In determining the request for consolidation, the Hub may consider the following:

- a. whether the claims in the arbitrations are made under the same arbitration agreement; or
- b. where the claims in the arbitrations are made under more than one arbitration agreement, the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship and the Hub finds the arbitration agreements to be compatible; or
- c. any other circumstance which the Hub considers relevant including whether or not one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.

4.4 _____

Unless otherwise agreed by all parties, arbitrations to be consolidated shall be consolidated into the arbitration that commenced first.

Article 5

Communication with the Hub

5.1 _____

Subject to Article 11, all communications from any party or arbitrator to the Hub shall be addressed to the Administrator.

Article 6

Notices and Periods of Time

6.1 _____

All notifications or communications, including Request for Arbitration and Response to Request for Arbitration, that may be or is required to be given by a party or an arbitrator under the Rules shall be in writing and shall be delivered by registered postal or courier service or transmitted by facsimile, e-mail or any other means of telecommunication that provide a record of its transmission.

6.2 _____

A party's last-known residence or place of business during the arbitration shall be a valid address for the purpose of any notice or other communication in the absence of any notification of a change of such address by that party to the other parties, the Arbitral Tribunal and the Administrator.

6.3 _____

In determining the date of commencement of a time-limit, a written communication shall be treated as having been received by a party on the day it is delivered or, in the case of telecommunications, transmitted in accordance with Articles 6.1 and 6.2.

6.4 _____

For the purpose of determining compliance with a time-limit, a written communication shall be treated as having been sent by a party if it is made or transmitted in accordance with Articles 6.1 and 6.2 prior to or on the date of the expiration of the time-limit.

6.5 _____

Notwithstanding the above, any notice or communication by one party may be addressed to another party in the manner agreed in writing between them or, failing such agreement, according to the practice followed in the course of their previous dealings or in whatever manner ordered by the Arbitral Tribunal.

6.6 _____

For the purpose of calculating a period of time under the Rules, such period shall begin to run on the day following the day when a notice or other communication is received. If the last day of such period is an official holiday or a 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 that period.

6.7 _____

The Arbitral Tribunal may at any time extend (even where the period of time has expired) or abridge any period of time prescribed under the Rules or under the Arbitration Agreement for the conduct of the arbitration, or provided by the Arbitral Tribunal's own orders, including any notice or communication to be delivered by one party to any other party.

Article 7

Formation of the Arbitral Tribunal

7.1 _____

The expression "the Arbitral Tribunal" in the Rules includes a sole arbitrator or all the arbitrators where more than one.

7.2 _____

Every arbitrator shall be and remain impartial and independent of the parties involved in the arbitration and shall not act as an advocate for any party. No arbitrator, whether before or after appointment, shall advise any party on the merits or outcome of the dispute.

7.3 _____

Before appointment or confirmation, a prospective arbitrator shall furnish to the Administrator a written resume of his past and present professional positions; he shall sign a written declaration stating:

- a. whether there are any circumstances known to him likely to give rise to any justifiable doubts

as to his impartiality or independence, other than any circumstances disclosed by him in the declaration; and

- b. whether he is able and willing to devote sufficient time and industry to ensure the expeditious conduct of the arbitration.
- c. Each arbitrator shall assume a continuing duty forthwith to disclose any circumstances likely to give rise to any justifiable doubts as to his impartiality or independence to the Administrator, to any other members of the Arbitral Tribunal and to all the parties if such circumstances arise after the date of his declaration and before the arbitration is concluded.

Appointment Procedure for Sole Arbitrator

7.4 _____

Where the parties have agreed that a sole arbitrator is to be appointed and if within 21 days of receipt by all other parties of a proposal for the appointment of a sole arbitrator the parties have not reached agreement thereon on the matter, a sole arbitrator shall, at the request of a party, be appointed by the Administrator.

7.5 _____

In making the appointment the Administrator shall use the following list procedure unless the parties agree that the list procedure should not be used or unless the Administrator determines, in their discretion, that the use of the list procedure is not appropriate for the case:

- a. the Administrator shall send to each of the parties an identical list containing at least 5 names.
- b. within 15 days of the receipt of the list, each party shall return the list to the Administrator after having deleted the name to which it objects and number the remaining names on the list in the order of preference.
- c. After the expiration of the 15 day period, the Administrator shall make the appointment from among the names approved on the returned list and in accordance with the order of preference indicated by the parties.
- d. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that party.
- e. If for any reason the appointment cannot be made according to this procedure, the Administrator may in its discretion repeat the list procedure or appoint the arbitrator from the list without further recourse to the parties.

Appointment Procedure for a Three Member Tribunal

7.6 _____

If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Arbitral Tribunal.

7.7 _____

If within 21 days of 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 Administrator to appoint the second arbitrator.

7.8 _____

If within 14 days after the appointment of the second arbitrator the two arbitrators have not agreed on the presiding arbitrator, the presiding arbitrator shall be appointed by the Administrator in the same way as a sole arbitrator would be appointed under article 7.4

Three Or More Parties (Multi Party Arbitrators)**7.9** _____

Where three arbitrators are to be appointed and there are multiple parties as claimant and respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly whether as Claimant or as Respondent, shall appoint an arbitrator. If any side or both sides are unable to agree on an arbitrator within 21 days of a request to compose the arbitral tribunal, the Administrator shall appoint the arbitrator for the defaulting side or for both if they are all in default.

7.10 _____

Where the parties have not agreed on the number of arbitrators in their arbitration agreement, a single arbitrator will be appointed in accordance with Article 7.5, unless the Administrator determines that in the

light of the complexity of the subject matter, or the value of the dispute, a tribunal of three is desirable in which case the panel will be composed in accordance with Articles 7.6, 7.7, 7.8 and 7.9.

Article 8

Nationality of Arbitrators

8.1 _____

Where the parties are of different nationalities, a sole arbitrator or chairman of the Arbitral Tribunal shall not have the same nationality as any party unless the parties who are not of the same nationality as the proposed arbitrator all agree in writing otherwise.

8.2 _____

The nationality of parties shall be understood to include that of controlling shareholders or interests.

Article 9

Challenge of Arbitrators

9.1 _____

An arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess the requisite qualification agreed upon by the parties.

9.2 _____

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

9.3 _____

A challenge of an arbitrator, whether for an alleged lack of impartiality or independence or otherwise, shall be made by the submission to the Administrator of a written statement specifying the facts and circumstances on which the challenge is based.

9.4 _____

For a challenge to be admissible, it must be submitted by a party either within 14 days from receipt by that party of the notification of the appointment or confirmation of the arbitrator, or within 14 days from the date when the party making the challenge was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.

9.5 _____

The Hub shall decide on the admissibility and, at the same time, if necessary, on the merits of a challenge after the Administrator has afforded an opportunity for the arbitrator concerned, the other party and any other member of the Arbitral Tribunal to comment in writing within 7 days after receiving comments by the challenging party.

9.6 _____

The Hub may order a suspension of the arbitration until the challenge is resolved.

9.7 _____

Subject to Article 9.6, the challenged arbitrator shall be entitled to proceed in the arbitration pending the determination of the challenge.

9.8 _____

The Hub may fix the costs of the challenge and may direct by whom and how such costs should be borne.

9.9 _____

The decision of the Hub made under this Article shall be final and not subject to appeal.

Article 10

Replacement of Arbitrators

10.1 _____

An arbitrator shall be replaced upon death or upon acceptance by the Hub of the arbitrator's resignation or upon acceptance by the Hub of a challenge or upon acceptance by the Hub of a request by all the parties.

10.2 _____

An arbitrator shall also be replaced on the Hub's own initiative if it decides that the arbitrator is prevented de jure or de facto from fulfilling the arbitrator's functions, or that the arbitrator is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.

10.3_____

When, on the basis of information that has come to its attention, the Administrator considers applying Article 10(2), it shall decide on the matter after the concerned arbitrator, the parties and any other members of the Arbitral Tribunal have had an opportunity to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.

10.4_____

When an arbitrator is to be replaced, the original nominating process of the replaced arbitrator shall be followed.

10.5_____

Any hearing held under the previous Arbitral Tribunal, where the Arbitral Tribunal was made up of a sole arbitrator shall be repeated unless otherwise agreed by the parties. In any other case, the Arbitral Tribunal shall determine if and to what extent prior proceedings shall be repeated before the reconstituted Arbitral Tribunal after inviting the parties to comment.

Article 11

Communications between Parties and the Arbitral Tribunal

11.1_____

Until the Arbitral Tribunal is formed, all communications between parties and arbitrators shall be made through the Administrator.

11.2_____

Thereafter, unless the Arbitral Tribunal directs that communications shall take place directly between the Arbitral Tribunal and the parties (with simultaneous copies to the Administrator), all written communications between the parties and the Arbitral Tribunal shall continue to be made through the Administrator.

11.3_____

Where the Administrator sends any written communication to one party on behalf of the Arbitral Tribunal, he shall send a copy to the other party. Where any party sends any communication to the Administrator, it shall include a copy for each arbitrator and party.

Article.12

Conduct of the Proceedings

12.1_____

The parties may agree on the conduct of the arbitration and parties are strongly encouraged to do so in consultation with the Arbitral Tribunal giving consideration to the need to conduct the arbitration in an expeditious and cost-effective manner having regard to the complexity and value of the dispute and consistent with the Arbitral Tribunal's general duties.

12.2_____

Such agreements shall be made by the parties in writing, or recorded in writing by the Arbitral Tribunal at the parties' request and with their authority.

12.3_____

The Arbitral Tribunal's general duties at all times shall include:

- i. a duty to act fairly and impartially as between all parties, giving each a reasonable opportunity of putting its case and dealing with that of its opponent; and
- ii. a duty to adopt procedures suitable to the circumstances of the arbitration, avoiding unnecessary delay or expense, so as to provide a fair, efficient, and expeditious means for the final resolution of the parties' dispute.

12.4_____

Unless otherwise agreed by the parties under Article 12.1, the Arbitral Tribunal shall have the widest discretion to discharge its general duties subject to such mandatory law or rule of law as the Arbitral Tribunal may determine to be applicable; and at all times the parties shall do everything necessary for the fair, efficient and expeditious conduct of the arbitration.

12.5_____

The Arbitral Tribunal shall determine the relevance, materiality and admissibility of all evidence. Evidence need not to be admissible in law.

12.6_____

Subject to Article 19.1, the Arbitral Tribunal shall conduct a case management conference, in person or by electronic means to discuss the procedure that will be most appropriate and efficient for the case.

12.7 _____

The Arbitral Tribunal may direct the order of proceedings, exclude cumulative or irrelevant testimony and direct the parties to focus their presentations on issues the decision of which could dispose of all or any part of the case.

12.8 _____

The Chairman of the Arbitral Tribunal may, with the prior consent of the other arbitrators, make procedural rulings alone.

12.9 _____

The parties undertake to comply with any order made by the Arbitral Tribunal.

12.10 _____

Pursuant to the request of a party, the Arbitral Tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.

Article 13

Rules Governing the Proceedings

13 _____

The Proceedings before the Arbitral Tribunal shall be governed by these Rules. Where the Rules are silent, the rules that shall govern the proceedings shall be the rules which the parties agree on or in case of

failure of the parties, the Arbitral Tribunal may settle on the rules to govern the proceedings whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.

Article 14

Submission of Written Statements and Documents

14.1

Unless the parties have agreed otherwise or the Arbitral Tribunal determines differently, the written stage of the proceedings shall be as set out in this Article.

14.2

Within 30 days of receipt of written notification from the Administrator of the formation of the Arbitral Tribunal, the Claimant shall deliver to the Administrator either:

- i. its written election to have its Request treated as its Statement of Claim; or
- ii. its written Statement of Claim setting out in sufficient detail the facts and legal submissions on which it relies, together with the relief claimed against all other parties and other relevant documents, insofar as such matters have not been set out in its Request.

14.3

Within 21 days of receipt of the Statement of Claim or written notice from the Claimant that it elects to treat the Request as its Statement of Claim, the Respondent shall deliver to the Administrator a Statement of Defence setting out in sufficient detail which of the facts and

legal submissions in the Statement of Claim or Request (as the case may be) it admits or denies, on what grounds and on what other facts and legal submissions it relies. Any counterclaims shall be submitted with the Statement of Defence in the same manner as claims are to be set out in the Statement of Claim.

14.4 _____

Within 7 days of receipt of the Statement of Defence, the Claimant shall send to the Administrator a Statement of Reply which, where there are any counterclaims, shall include a Defence to Counterclaim in the same manner as a defence is to be set out in the Statement of Defence.

14.5 _____

If the Statement of Reply contains a Defence to Counterclaim, within 7 days of its receipt the Respondent shall send to the Administrator a Statement of Reply to Defence to Counterclaim if so desired.

14.6 _____

All Statements referred to in this Article shall be accompanied by copies (or, if they are especially voluminous, lists) of all essential documents on which the party concerned relies and which have not previously been submitted by any party, and (where appropriate) by any relevant samples and exhibits.

14.7 _____

As soon as practicable following receipt of the Statements specified in this Article, the Arbitral Tribunal shall proceed in such manner as has been agreed in writing

by the parties or pursuant to its authority under the Rules and in accordance with its general duties.

14.8

If the Respondent fails to submit a Statement of Defence or the Claimant a Statement of Defence to Counterclaim within the time limit specified, or if at any point any party fails to avail itself of the opportunity to present its case in the manner directed by the Arbitral Tribunal, the Arbitral Tribunal may nevertheless proceed with the arbitration and make an award.

14.9

The timelines specified under this Article may be modified by the Arbitral Tribunal at the case management conference.

Article 15

Seat of Arbitration and Place of Hearings

15.1

Parties may agree in writing the seat of their arbitration. Failing such a choice, the seat of arbitration shall be Ghana unless and until the Administrator determines in view of all the circumstances, and after having given the parties an opportunity to make written comments, that another seat is more appropriate.

15.2

The Arbitral Tribunal may hold hearings, meetings and deliberations at any convenient geographical place in its discretion; and if elsewhere than the seat of the arbitration, the arbitration shall be treated as an

arbitration conducted at the seat of the arbitration and any award as an award made at the seat of the arbitration for all purposes.

Article 16

Applicable Law

16 Subject to Article 24.4, the law applicable to the Arbitration Agreement and the arbitration shall be the arbitration law of the seat of arbitration, unless and to the extent that the parties have expressly agreed in writing on the application of another law or rules of law and such agreement is not prohibited by the law of the arbitral seat.

Article 17

Language of Arbitration

17.1

In the absence of an agreement by the parties, the Arbitral Tribunal shall determine the language of the arbitration, due regard being given to all relevant circumstances, including the language of the contract.

17.2

If a document is drawn up in a language other than the language of the arbitration and no translation of such document is submitted by the party relying upon the document, the Arbitral Tribunal or (if the Arbitral Tribunal has not been formed) the Administrator shall request that party to submit a translation by an official authority of the country from which the document emanates in the language of the arbitration.

Article 18

Party Representation

18.1

Any party may be represented by a legal practitioner or any other representative of their choice.

18.2

At any time, the Arbitral Tribunal may require from any party proof of authority granted to its representative in such form as the Arbitral Tribunal may determine.

18.3

Any intended change of or addition by a party to its legal representative shall be notified promptly in writing to all other parties, the Arbitral Tribunal and the Administrator; and any such intended change or addition shall only take effect in the arbitration subject to the approval of the Arbitral Tribunal.

18.4

The Arbitral Tribunal may withhold the approval of any intended change or addition to a party's legal representative where such change or addition could compromise the composition of the Arbitral Tribunal or the finality of any award (on the grounds of possible conflict or similar impediment). In deciding whether to grant or withhold such approval, the Arbitral Tribunal shall have regard to the circumstances, including the general principle that a party may be represented by a legal representative chosen by that party, the stage which the arbitration has reached, the efficiency

resulting from maintaining the composition of the Arbitral Tribunal and any likely wasted costs or loss of time resulting from such change or addition.

Article 19

Case Management Conference

19.1

The Arbitral Tribunal shall, within 7 days of being appointed and upon giving 7 days written notice to the parties, convene a case management conference to consult the parties on procedural measures that may be adopted.

19.2

During the case management conference, the Arbitral Tribunal shall establish the procedural timetable that it intends to follow for the conduct of the arbitration including a date to be set for drawing up the Terms of Reference pursuant to Article 20. The procedural timetable and any modifications thereto shall be communicated to the Hub and the parties.

19.3

To ensure continued effective case management, the Arbitral Tribunal, after consulting the parties by means of a further case management conference or otherwise, may adopt further procedural measures or modify the procedural timetable.

19.4

Case management conferences may be conducted through a meeting in person, by video conference, telephone or similar means of communication. In the absence of an agreement by the parties, the Arbitral Tribunal shall determine the means by which the case management conference will be conducted. The Arbitral Tribunal may request the parties to submit case management proposals in advance of a case management conference and may request the attendance at any case management conference of the parties in person or through a representative.

Article 20**Terms of Reference****20.1**

After the submission of all documents within the time specified in Article 14 or as modified at the case management conference, the Arbitral Tribunal shall draw up a document defining its terms of reference. The terms of reference may be drawn up on the basis of the documents submitted or at a meeting with the parties in person.

20.0

The terms of reference shall contain the following particulars:

- a. the names in full, description, postal and email addresses and other contact details of each party and any person representing a party in the arbitration;

- b. a summary of the parties' respective claims and of the relief sought by each party together with the amounts of any quantified claims, and to the extent possible, an estimate of the monetary value of any other claims;
- c. the addresses to which notifications and communications arising in the course of the arbitration may be made;
- d. a list of issues to be determined unless the Arbitral Tribunal determines otherwise;
- e. the names in full, address and other contact details of each arbitrator;
- f. the place of the arbitration; and
- g. particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the Arbitral Tribunal to act as amiable compositeur or to decide ex aequo et bono, subject to Article 24.4.

20.3_____

The Terms of Reference signed by the Arbitral tribunal and the parties shall be submitted to the Hub.

20.4_____

If a party refused to partake in the drawing up of the Terms of Reference or to sign the same, the Terms of Reference shall be submitted to the Hub for approval.

20.5_____

When the Terms of Reference have been signed or approved by the Hub, the arbitration shall proceed.

20.6_____

After the Terms of Reference have been signed by the Arbitral Tribunal, no party shall make any new claims which fall outside the limits of the Terms of Reference unless it has been authorised to do so by the Arbitral Tribunal, which shall consider the nature of such new claims, the stage of the arbitration and other relevant circumstance.

Article 21_____**Hearings****21.1**_____

When a hearing is to be held, the Arbitral Tribunal, giving reasonable notice, shall summon the parties to appear before it on the day and at the place fixed by it.

21.2_____

If any of the parties, although duly summoned, fails to appear without valid excuse, the Arbitral Tribunal shall have the power to proceed with the hearing.

21.3_____

The Arbitral Tribunal shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Unless approved by the Arbitral Tribunal and the parties, persons not involved in the proceedings shall not be admitted.

21.4 _____

The parties may appear in person or through duly authorized representatives. In addition, they may be assisted by advisers

21.5 _____

Unless otherwise agreed by the parties, all meetings and hearings shall be in private and any record, transcript or document used shall remain confidential.

Article 22

Witnesses

22.1

Before any hearing, the Arbitral Tribunal may require any party to give notice of the identity of each witness that party wishes to call (including rebuttal witnesses), as well as the subject matter of that witness's testimony, its content and its relevance to the issues in the arbitration.

22.2 _____

The Arbitral Tribunal may also determine the time, manner and form in which such materials should be exchanged between the parties and presented to the Arbitral Tribunal; and it has a discretion to allow, refuse, or limit the appearance of witnesses (whether witness of fact or expert witness).

22.3 _____

Subject to any order otherwise made by the Arbitral Tribunal, the testimony of a witness may be presented by a party in written form, either as a signed statement or as a sworn affidavit.

22.4 _____

A party may request that a witness, on whose testimony another party seeks to rely, should attend for oral questioning at a hearing before the Arbitral Tribunal. If the Arbitral Tribunal directs that other party to produce the witness for questioning and the party fails to do so without satisfying the Arbitral Tribunal that it is unable to procure the attendance of that witness, the Arbitral Tribunal may place such weight on the written testimony (or exclude the same altogether) as it considers appropriate in the circumstances of the case.

22.5 _____

Any witness who gives oral evidence at a hearing before the Arbitral Tribunal may be questioned by each of the parties under the control of the Arbitral Tribunal. The Arbitral Tribunal may put questions to the witness at any stage of his evidence.

22.6 _____

Subject to the mandatory provisions of any applicable law and any order of the Arbitral Tribunal otherwise, it shall not be improper for any party or that party's legal representatives to interview any witness or potential witness for the purpose of presenting that witness's testimony in written form or producing the witness as oral witness.

22.7_____

Any individual intending to testify to the Arbitral Tribunal on any issue of fact or expertise shall be treated as a witness under the Rules notwithstanding that the individual is a party to the arbitration or was or is an officer, employee or shareholder of any party.

Article 23

Appointment of Experts by the Arbitral Tribunal

23.1_____

Unless otherwise agreed by the parties in writing, the Arbitral Tribunal:

- a. may appoint one or more experts to report to the Arbitral Tribunal on specific issues, who shall be and remain impartial and independent of the parties throughout the arbitration proceedings; and
- b. may require a party to give any such expert any relevant information or to provide access to any relevant documents, goods, samples, property or site for inspection by the expert.

23.2_____

Unless otherwise agreed by the parties in writing, if a party so requests or if the Arbitral Tribunal considers it necessary, the expert shall, after delivery of the written or oral report to the Arbitral Tribunal and the parties, participate in one or more hearings at which the parties shall have the opportunity to question the expert on the report and to present expert witnesses in order to testify on the points at issue.

23.3_____

The fees and expenses of any expert appointed by the Arbitral Tribunal under this Article shall be paid out of the deposits made by the parties and shall form part of the costs of the arbitration.

Article 24**Additional Powers of the Arbitral Tribunal****24.1**_____

Unless the parties agree otherwise in writing, the Arbitral Tribunal shall have the power, on the application of any party or on its own motion, but in either case only after giving the parties a reasonable opportunity to state their views:

- a. to allow a party, upon such terms (as to costs and otherwise) as it shall determine, to supplement, modify or amend any claim, counterclaim, defence and reply, including a Request, Response and any other written statement submitted by such party;
- b. to conduct such enquiries as may appear to the Arbitral Tribunal to be necessary or expedient, including whether and to what extent the Arbitral Tribunal should itself take the initiative in identifying the issues and ascertaining the relevant facts and the law or rules of law applicable to the arbitration, the merits of the parties' dispute and the Arbitration Agreement;
- c. to order any party to make any document, goods, samples, property, site or thing under

its control and relating to the subject matter of the arbitration available for inspection by the Arbitral Tribunal, any other party, its expert or any expert to the Arbitral Tribunal;

- d. to order any party to produce to the Arbitral Tribunal, and to the other parties for inspection, and to supply copies of, any document or class of documents in their possession, custody or power which the Arbitral Tribunal determines to be relevant;
- e. to decide whether or not to apply any strict rules of evidence (or any other rules) as to the admissibility, relevance or weight of any material tendered by a party on any matter of fact or expert opinion; and to determine the time, manner and form in which such material should be exchanged between the parties and presented to the Arbitral Tribunal;
- f. to order the correction of any contract between the parties or the Arbitration Agreement, but only to the extent required to rectify any mistake which the Arbitral Tribunal determines to be common to the parties and then only if and to the extent to which the law or rules of law applicable to the contract or Arbitration Agreement permit such correction; and
- g. to allow, only upon the application of a party or a third person, one or more third persons to be joined in the arbitration as a party provided any such third person and the parties have consented thereto in writing, and thereafter to make a

single final award, or separate awards, in respect of all parties so implicated in the arbitration;

24.2_____

By agreeing to arbitration under the Rules, the parties shall be treated as having agreed not to apply to any State court or other judicial authority for any order available from the Arbitral Tribunal, including the determination of any question of law that arises in the course of the process except with the agreement in writing of all parties.

24.3_____

The Arbitral Tribunal shall decide the parties' dispute in accordance with the law or rules of law chosen by the parties as applicable to the substance of their dispute. If and to the extent that the Arbitral Tribunal determines that the parties have made no such choice, the Arbitral Tribunal shall apply the law or rules of law which it considers appropriate.

24.4_____

The Arbitral Tribunal shall only apply to the substance of the dispute principles deriving from "ex aequo et bono", "amiable compositeur" or "honourable engagement" where the parties have so agreed expressly in writing.

24.5_____

At any time during the proceedings, the Arbitral Tribunal may summon any party to provide additional evidence.

24.6 _____

The Arbitral Tribunal may decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing.

24.7 _____

In all cases, the Arbitral Tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction and the legal relationship.

Article 25

Jurisdiction of the Arbitral Tribunal

25.1 _____

The Arbitral Tribunal shall have the power to rule on its own jurisdiction where a party raises an objection including any objection to the initial or continuing existence, scope, validity or effectiveness of the Arbitration Agreement or any objection to the existence or validity of the agreement to which the Arbitration Agreement relates or any objection whether the matters submitted to arbitration are in accordance with the Arbitration Agreement. For that purpose, an arbitration clause or agreement which forms or was intended to form part of another agreement shall be treated as an arbitration agreement separate and independent of that other agreement. A decision by the Arbitral Tribunal that such other agreement is non-existent, invalid or ineffective shall not entail the non-existence, invalidity or ineffectiveness of the arbitration clause.

25.2_____

Where a Respondent claims that the Arbitral Tribunal does not have jurisdiction, that claim shall be treated as having been irrevocably waived unless it is raised not later than the statement of defence; and a like claim by a Respondent to counterclaim shall be similarly treated unless it is raised no later than the statement of defence to the counterclaim. A claim that the Arbitral Tribunal is exceeding the scope of its authority shall be raised promptly after the Arbitral Tribunal has indicated its intention to decide on the matter alleged by any party to be beyond the scope of its authority, failing which such claim shall also be treated as having been waived irrevocably. In any case, the Arbitral Tribunal may nevertheless admit an untimely claim if it considers the delay justified in the particular circumstances.

25.3_____

The Arbitral Tribunal may determine the claim to its jurisdiction or authority in an award as to jurisdiction or later in an award on the merits, as it considers appropriate in the circumstances.

25.4_____

A party dissatisfied with the arbitral tribunal's rules on jurisdiction may on notice to the Arbitral Tribunal and all other parties apply to the Hub for a determination of the arbitrators jurisdiction.

25.5_____

An application under Article 25.4 shall be made within seven (7) days of the Arbitral Tribunal's ruling and shall state the reasons for the application.

25.6 _____

The Hub may consider and grant the application if it is satisfied that

- a. the application was made within the stipulated time
- b. there is jurisdiction for the Hub to intervene

25.7 _____

Unless the parties otherwise agree an application to the hub under Article 25.4 shall not serve as a stay of arbitral proceedings.

Article 26

Deposits

26.1 _____

The Administrator may direct the parties, in such proportions as it thinks appropriate, to make one or several interim or final payments on account of the costs of the arbitration. Such deposits shall be made to and held by the Hub and from time to time may be released by the Administrator to the arbitrator, any expert appointed by the Arbitral Tribunal and the Hub itself as the arbitration progresses.

26.2 _____

Save for exceptional circumstances, the Arbitral Tribunal shall not proceed with the arbitration without ascertaining at all times from the Administrator or any deputy Administrator that the Hub has the requisite funds as regards outstanding and future arbitration costs.

26.3 _____

In the event that a party fails or refuses to provide any deposit as directed by the Administrator, the Administrator may direct the other party or parties to effect a substitute payment to allow the arbitration to proceed expeditiously (subject to any award on costs).

26.4 _____

Failure by a Claimant or Counterclaimant to provide promptly and in full the required deposit may be treated by the Administrator and the Arbitral Tribunal as a withdrawal from the arbitration of the claim or counterclaim respectively, thereby removing such claim or counterclaim (as the case may be) from the scope of the arbitral Tribunal's jurisdiction under the Arbitration Agreement, subject to any terms determined by the Arbitral Tribunal as to the reinstatement of the claim or counterclaim in the event of subsequent payment by the Claimant or Counterclaimant. Such a withdrawal shall not preclude the Claimant or Counterclaimant from defending as a Respondent any claim or counterclaim made by the other party.

Article 27**Interim and Conservatory Measures****27.1** _____

Unless the parties have otherwise agreed, the Arbitral Tribunal may, at the request of a party, order any interim or conservatory measure it deems appropriate.

The Arbitral Tribunal may make the granting of any such measure subject to appropriate security being furnished by the requesting party. Any such measure shall take the form of an order, giving reasons, or of an award, as the Arbitral Tribunal considers appropriate.

27.2

Notwithstanding Article 27.1, before the formation of the Arbitral Tribunal or after the formation of the Arbitral Tribunal but with the authorisation of the Arbitral Tribunal, a party may apply to any competent judicial authority for interim or conservatory measures. The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by an Arbitral Tribunal shall not be deemed to be an infringement or a waiver of the Arbitration Agreement and shall not affect the relevant powers reserved to the Arbitral Tribunal. Any such application and any measures taken by the judicial authority must be notified without delay to the Administrator. The Administrator shall then inform the Arbitral Tribunal of the application and measures taken by the judicial authority.

27.3

The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by an Arbitral Tribunal shall not operate as a stay of the arbitration proceedings unless the Arbitral Tribunal otherwise decides.

Article 28

Closing of the Proceedings

28.1

As soon as possible after the last hearing concerning the matters to be decided in an award or the filing of the last authorised submissions concerning such matters, the Arbitral Tribunal shall declare the proceedings closed with respect to the matters to be decided in the award and set a date for delivery of the final award.

28.2

After the proceedings are closed, no further submission or argument may be made, or evidence produced, with respect to the matters to be decided in the award unless the Arbitral Tribunal decides on its own or upon application by a party but before any award is made to reopen the proceedings.

28.3

Subject to Article 28.2, proceedings shall not be reopened without the agreement of the parties for an extension of time, if re-opening the proceedings will prevent the making of the award within the time specified in the Arbitration Agreement or the time agreed on by the parties for making an award or within the time specified in the Rules.

The Award

29.1

Within 45 days after close of proceedings, the Arbitral Tribunal shall make its award in writing and, unless all parties agree in writing otherwise, shall state the reasons upon which its award is based. The award shall also state the date when the award is made and the seat of the arbitration and it shall be signed by the Arbitral Tribunal or those of its members assenting to it.

29.2

If any arbitrator fails to comply with the mandatory provisions of any applicable law relating to the making of the award, having been given a reasonable opportunity to do so, the remaining arbitrators may proceed in his absence and state in their award the circumstances of the other arbitrator's failure to participate in the making of the award.

29.3

Where there are three arbitrators and the Arbitral Tribunal fails to agree on any issue, the arbitrators shall decide that issue by a majority. Failing a majority decision on any issue, the chairman of the Arbitral Tribunal shall decide that issue.

29.4

If any arbitrator refuses or fails to sign the award, the signatures of the majority or (failing a majority) of the chairman shall be sufficient, provided that the reason for the omitted signature is stated in the award by the majority or chairman.

29.5_____

The sole arbitrator or chairman shall be responsible for delivering the award to the Administrator, which shall transmit certified copies to the parties provided that the costs of arbitration have been paid to the Hub.

29.6_____

An award may be expressed in any currency. The Arbitral Tribunal may order that simple or compound interest shall be paid by any party on any sum awarded at such rates as the Arbitral Tribunal determines to be appropriate, without being bound by legal rates of interest imposed by any State court, in respect of any period which the Arbitral Tribunal determines to be appropriate ending not later than the date upon which the award is complied with.

29.7_____

The Arbitral Tribunal may make separate awards on different issues at different times. All awards made by the Arbitral Tribunal shall have the same status and effect.

29.8_____

In the event of a settlement of the parties' dispute before the conclusion of arbitration, the Arbitral Tribunal may render an award recording the settlement if the parties so request in writing (a "Consent Award"), provided always that such award contains an express statement that it is an award made by the parties' consent. A Consent Award need not contain reasons. If the parties do not require a consent award, then on written confirmation by the parties to the

Administrator that a settlement has been reached, the Arbitral Tribunal shall be discharged and the arbitration proceedings concluded, subject to payment by the parties of any outstanding costs of the arbitration.

29.9_____

All awards shall be final and binding on the parties. By agreeing to arbitration under the Rules, the parties undertake to carry out any award immediately and without any delay and the parties also waive irrevocably their right to any form of appeal, review or recourse to any State court or other judicial authority, insofar as such waiver may be validly made.

Article 30

Correction of Awards and Additional Awards

30.1_____

Within 21 days of receipt of any award, or such lesser period as may be agreed in writing by the parties, a party may by written notice to the Administrator (copied to all other parties) request the Arbitral Tribunal to correct in the award any errors in computation, clerical or typographical errors or any errors of a similar nature. If the Arbitral Tribunal considers the request to be justified, it shall make the corrections within 14 days of receipt of the request. Any correction shall take the form of separate memorandum dated and signed by the Arbitral Tribunal or (if three arbitrators) those of its members assenting to it; and such memorandum shall become part of the award for all purposes.

30.2_____

The Arbitral Tribunal may likewise correct any error of the nature described in Article 30.1 on its own initiative within 21 days of the date of the award, to the same effect.

30.3_____

Within 21 days of receipt of the award, a party may by written notice to the Administrator (copied to all other parties), request the Arbitral Tribunal to make an additional award as to claims or counterclaims presented in the arbitration but not determined in any award. If the Arbitral Tribunal considers the request to be justified, it shall make the additional award within 21 days of receipt of the request.

Article 31**Arbitration Costs and Fees of Arbitral Tribunal****31.1**_____

The administration costs of the arbitration (other than the legal or other costs incurred by the parties themselves) shall be determined by the Administrator in accordance with the Hub's Schedule of Costs in Schedule 2. The parties shall be jointly and severally liable to the Arbitral Tribunal and the Hub for such arbitration costs.

31.2_____

The fees of the Arbitral Tribunal shall be calculated by reference to work done by the Arbitral Tribunal in connection with the arbitration and shall be charged

at rates appropriate to the particular circumstances of the case, including its complexity and any special qualifications of the Arbitral Tribunal.

31.3 _____

The fees of the Arbitral Tribunal shall be advised by the Hub to the parties at the time of the appointment of the Arbitral Tribunal, but may be reviewed annually if the duration of the arbitration requires.

31.4 _____

The Arbitral Tribunal shall specify in the award the total amount of the costs of the arbitration as determined by the Administrator. Unless the parties agree otherwise in writing, the Arbitral Tribunal shall determine the proportions in which the parties shall bear all or part of such arbitration costs. If the Arbitral Tribunal has determined that all or any part of the arbitration costs shall be borne by a party other than a party which has already paid them to the Hub, the latter party shall have the right to recover the appropriate amount from the former party.

31.5 _____

The Arbitral Tribunal shall also have the power to order in its award that all or part of the legal or other costs incurred by a party be paid by another party, unless the parties agree otherwise in writing. The Arbitral Tribunal shall determine and fix the amount of each item comprising such costs on such reasonable basis as it thinks fit.

31.6_____

Unless the parties otherwise agree in writing, the Arbitral Tribunal shall make its orders on both arbitration and legal costs on the general principle that costs should reflect the parties' relative success and failure in the award or arbitration, except where it appears to the Arbitral Tribunal that in the particular circumstances this general approach is inappropriate. Any order for costs shall be made with reasons in the award containing such order.

31.7_____

If the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final award is made, the parties shall remain jointly and severally liable to pay to the Hub and the Arbitral Tribunal the costs of the arbitration as determined by the Administrator in accordance with the Hub's Schedule of Costs in Schedule 2 of the Rules. In the event that such arbitration costs are less than the deposits made by the parties, there shall be a refund by the Hub in such proportion as the parties may agree in writing, or failing such agreement, in the same proportions as the deposits were made by the parties to the Hub.

Article 32

Decisions by the Administrator

32.1

The decisions of the Administrator with respect to all matters relating to the arbitration shall be conclusive and binding upon the parties and the Arbitral Tribunal. Such decisions are to be treated as administrative in nature and the Administrator shall not be required to give any reasons.

32.2

To the extent permitted by the law of the seat of the arbitration, the parties shall be taken to have waived any right of appeal or review in respect of any such decisions of the Administrator to any State court or other judicial authority. If such appeals or review remain possible due to mandatory provisions of any applicable law, the Administrator shall, subject to the provisions of that applicable law, decide whether the arbitral proceedings are to continue, notwithstanding an appeal or review.

Article 33

Confidentiality

33.1

Unless the parties expressly agree in writing to the contrary, the parties undertake as a general principle to keep confidential all awards in their arbitration, together with all materials in the proceedings created

for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a State court or other judicial State authority.

33.2 _____

The deliberations of the Arbitral Tribunal are likewise confidential to its members, save and to the extent that disclosure of an arbitrator's refusal to participate in the arbitration is required of the other members of the Arbitral Tribunal.

33.3 _____

The Administrator shall not publish any award or any part of an award without the prior written consent of all parties and the Arbitral Tribunal.

Article 34

Limitation of Liability

34.1 _____

The Hub (including their respective officers and employees), the Administrator, any deputy Administrator, any arbitrator and any expert to the Arbitral Tribunal shall not be liable to any party howsoever for any act or omission in connection with any arbitration conducted by reference to these Rules, except:

- i. where the act or omission is shown by that party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that party; and
- ii. the extent to which any part of this provision is prohibited by any applicable law.

34.2 _____

After the award has been made and all possibilities of any addendum or additional award under Article 30 have lapsed or been exhausted, the Hub (including their respective officers and employees), the Administrator, any deputy Administrator, any arbitrator or any expert to the Arbitral Tribunal shall not be under any legal obligation to make any statement to any person about any matter concerning the arbitration, nor shall any party seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration.

Article 35

General Rules

35.1 _____

A party who knows that any provision of the Arbitration Agreement (including these Rules) has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance or within the time specified in the Arbitration Agreement, shall be treated as having irrevocably waived its right to object.

35.2_____

In all matters not expressly provided for in these Rules, the Administrator, the Arbitral Tribunal and the parties shall act in the spirit of these Rules and shall make every reasonable effort to ensure that an award is legally enforceable.

Article 36**Retrieval and Destruction of Documents****36.1**_____

A party that submits an original document shall request in writing the retrieval of such documents within 9 months from the date of communication of a copy of the award to it. The Hub shall not be liable for any such original document upon the lapse of the 9 month period.

36.2_____

All copies of documents submitted by a party or arbitrator to the Hub and vice versa may be destroyed upon the lapse of 9 months from the date of communication of a copy of the award to the parties.

Article 37**Emergency Arbitrator****37.1**_____

A party that requires urgent interim or conservatory measures that cannot wait the constitution of the Arbitral Tribunal (“Emergency Measures”) may make

an application to the Hub for such interim or conservatory measures pursuant to the Hub's Emergency Arbitrator Rules. Any such application shall be accepted only if it is received by the Administrator prior to the transmission of the file to the Arbitral Tribunal.

37.2 _____

The Emergency Arbitrator's decision shall take the form of an order and the parties undertake to comply with an order made by the Emergency Arbitrator.

37.3 _____

The Emergency Arbitrator's order shall not bind the Arbitral Tribunal with respect to any question, issue or dispute determined in the order. The Arbitral Tribunal may modify, terminate or annul the order or any modification to that order made by the Emergency Arbitrator.

37.4 _____

The Arbitral Tribunal shall decide upon party's requests or claims related to the Emergency Arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or noncompliance with the order.

37.5_____

This Article shall apply only to parties that are either signatories to the Arbitration Agreement under the Rules that is relied upon for the application or successors to such signatories. This Article shall not apply if the parties have agreed to another pre-arbitral procedure that provides for the granting of interim, conservatory or similar measures or the parties have agreed to opt out of the application of this Article.

Article 38_____**Definition of Terms****38.1**_____

In these Rules:

- a. 'Administrator' means the Administrator of the Ghana ADR Hub or other executive staff members of the Ghana ADR Hub
- b. 'Arbitral Tribunal' includes one or more arbitrators;
- c. 'Award' includes an interim, partial or final award;
- d. 'Hub' means the Ghana ADR Hub
- e. 'party' includes parties to the arbitration and their legal representatives.

38.2_____

Where the context so requires, the use of the masculine gender shall include the feminine or neuter genders and the singular shall include the plural, and vice versa, and the word 'person' shall include any corporation, firm, partnership or other form of association.

SCHEDULE 1 - EMERGENCY ARBITRATOR RULES

Article 1

Application for an Emergency Arbitrator

1.1 _____

Pursuant to Article 37 of the Arbitration Rules of the Hub, a party (the “Applicant”) wishing to have recourse to an Emergency Arbitrator shall submit its application for emergency measures (the “Application”) to the Administrator.

1.2 _____

The Application shall contain the following particulars:

- a. The name in full, the postal and email addresses and other contact details of each of the parties;
- b. The name in full, the postal and email addresses and other contact details of any person representing the Applicant;
- c. A description of the circumstances giving rise to the Application and of the underlying dispute referred or to be referred to arbitration;
- d. A statement of the emergency measures and the reasons why the applicant needs urgent interim or conservatory measures that cannot await the constitution of an Arbitral Tribunal;
- e. The Arbitration Agreement and any agreement as to the place of the arbitration, the applicable rules of law or the language of the arbitration;

- f. Proof of payment of the amount determined by the Hub consisting of the Hub's administrative expenses and of the Emergency Arbitrator's fees and expenses;
- g. Any Request for Arbitration and any other submissions in connection with the underlying dispute, which have been filed with the Administrator by any of the parties to the Emergency Arbitrator proceedings prior to the making of the Application; and
- h. Any other document or information as the Applicant considers appropriate or as may contribute to the efficient consideration of the Application.

1.3 _____

The Application shall be drawn up in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the Arbitration Agreement.

1.4 _____

Where the Hub considers, on the basis of the information contained in the Application, that Article 37 of the Arbitration Rules of the Hub apply, the Administrator shall transmit a copy of the Application and the documents attached to the Application to the responding party. Where the Hub considers otherwise, the Administrator shall inform the parties that the Emergency Arbitrator proceedings shall not take place with respect to some or all of the parties and shall transmit a copy of the Application to the parties for information.

1.5 _____

The Hub shall terminate the Emergency Arbitrator proceedings if a Request for Arbitration has not been received by the Administrator from the Applicant within 10 days of the Administrator's receipt of the Application, unless the Emergency Arbitrator or the Hub determines that a longer period of time is necessary.

Article 2

Appointment of an Emergency Arbitrator

2.1 _____

The Hub shall appoint an Emergency Arbitrator within the shortest possible time, normally within 2 days from the Administrator's receipt of the Application.

2.2 _____

No Emergency Arbitrator shall be appointed after the file has been transmitted to the Arbitral Tribunal under the Rules. An Emergency Arbitrator appointed prior to the transmission of the file to the Arbitral Tribunal shall retain the power to make an order.

2.3 _____

Once the Emergency Arbitrator has been appointed, the Administrator shall notify the parties and transmit the file to the Emergency Arbitrator. All written communications from the parties shall be submitted directly to the Emergency Arbitrator with a copy to the other party and the Administrator. A copy of any written communication from the Emergency Arbitrator to the parties shall be submitted to the Administrator.

2.4 _____

An Emergency Arbitrator shall sign a statement of acceptance, availability, impartiality and independence prior to appointment. The Administrator shall provide a copy of the statement signed by the Emergency Arbitrator to the parties.

2.5 _____

An Emergency Arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Application.

Article 3

Challenge of an Emergency Arbitrator

3.1 _____

A party that wishes to challenge the Emergency Arbitrator shall make the challenge within 3 days from the 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.

3.2 _____

The challenge shall be decided by the Hub after the Administrator has afforded an opportunity for the Emergency Arbitrator and any other party to provide comments in writing within a suitable time.

Article 4

Place of the Emergency Arbitrator Proceedings

4.1 _____

The Emergency Arbitrator proceedings shall take place where the parties have agreed upon and where the parties have not agreed, the Hub shall fix the place of the Emergency Arbitrator proceedings, without prejudice to the determination of the place of the arbitration subject to these Rules.

4.2 _____

Any meeting with the Emergency Arbitrator may be conducted in person at any location the Emergency Arbitrator considers appropriate or through electronic or similar means of communication.

Article 5

Proceedings

5.1 _____

The Emergency Arbitrator shall establish a procedural timetable for the Emergency Arbitrator proceedings within as short a time as possible, normally within 2 days from the transmission of the file to the Emergency Arbitrator.

5.2 _____

The Emergency Arbitrator shall conduct the proceedings in the manner which the Emergency Arbitrator considers to be appropriate, taking into account the nature and urgency of the Application.

5.3 _____

The Emergency Arbitrator shall act fairly and impartially in all cases and ensure that each party has a reasonable opportunity to present its case.

Article 6

Order of the Emergency Arbitrator

6.1 _____

The Emergency Arbitrator's decision, in the form of an order (the "Order"), shall determine whether the Application is admissible and whether the Emergency Arbitrator has jurisdiction to order emergency measures.

6.2 _____

The Order shall be made in writing and shall give reasons upon which the Order is based. It shall be dated and signed by the Emergency Arbitrator.

6.3 _____

The Order shall be made not later than 14 days from the date on which the file was transmitted to the Emergency Arbitrator. The Hub may extend the time limit pursuant to a reasoned request from the Emergency Arbitrator or on the Hub's own initiative if the Hub deems it necessary to do so.

6.4 _____

Within the time limit established under the Article, the Emergency Arbitrator shall send the Order to the parties, with a copy to the Administrator, by any means of communication permitted under these Rules that the Emergency Arbitrator considers will ensure prompt receipt.

6.5 _____

The Order shall cease to be binding on the parties upon:

- a. the Hub's termination of the Emergency Arbitrator proceedings;
- b. the Hub's acceptance of a challenge against the Emergency Arbitrator pursuant to these Rules;
- c. the Arbitrator Tribunal's final award, unless the Arbitral Tribunal expressly decides otherwise; or
- d. the withdrawal of all claims or the termination of the arbitration before a final award is rendered.

6.6 _____

The Emergency Arbitrator may make the Order subject to such conditions as the Emergency Arbitrator thinks fit, including requiring the provision of appropriate security.

6.7 _____

Upon a reasoned request by a party prior to the transmission of the file to the Arbitral Tribunal pursuant to these Rules, the Emergency Arbitrator may modify, terminate or annul the Order.

Article 7

Costs of the Emergency Arbitrator Proceedings

7.1 _____

The Applicant shall pay an amount to be determined by the Hub including the Hub's administrative expenses and the Emergency Arbitrator's fees and expenses.

7.2 _____

The Hub may at any time during the Emergency Arbitrator proceedings, decide to increase the Emergency Arbitrator's fees or the Centre's administrative expenses taking into account, inter alia, the nature of the case and the nature and amount of work performed by the Emergency Arbitrator or the Hub. If the party which submitted the Application fails to pay the increased costs within the time limit fixed by the Hub, the Application shall be considered as withdrawn.

7.3 _____

The Emergency Arbitration shall have the power to direct that all or part of the legal or other cost incurred by a party to the emergency proceedings be paid by another party and shall determine and fix the amount of each item comprising such cost on such reasonable basis as they determine fit.

Article 8

General Rules

8.1 _____

The Hub shall have the power to decide, at the Hub's discretion, all matters relating to the administration of the Emergency Arbitrator proceedings not expressly provided for in this Schedule.

8.2 _____

In all matters concerning Emergency Arbitrator proceedings not expressly provided for, the Hub and the Emergency Arbitrator shall act in the spirit of the Rules.

SCHEDULE 2 – SCHEDULE OF COSTS

Filing fees and administrative expenses

Article 1

Filing fee

At the time of filing a Request under these rules, there shall be accompanied with the Request a filing fee of GH¢5,000.00. The filing fee is non-refundable.

Article 2

Administrative Expenses

The administrative expenses of the Hub for the proceedings shall be fixed at the Hub's discretion depending on the work carried out by the Hub but shall not exceed the following

FEES (GH¢)	AMOUNT IN DISPUTE
15,000.00	For amounts in dispute up to and including GH¢500,000.00
20,000.00	For amounts in dispute between GH¢500,000.00 and GH¢5,000,000.00
30,000.00	For amounts over GH¢5,000,000.00

The administrative expenses where the amount in dispute is not stated shall be fixed by the Administrator of the Hub taking into account all the circumstances of the case and shall not normally exceed GH¢30,000.00.

Article 3

Ghana ADR Hub Appointing Authority

Any request received by the Hub to act as appointing authority in respect of the United Nations Commission on International Trade Law (UNCITRAL) Arbitral rules or other Ad Hoc Arbitration shall be accompanied by a non-refundable filing fees of GH¢5,000.00. No Request shall be processed unless accompanied by the filing fees.

Mediation Rules 2020

In force as from 1 January 2020



GHANA ADR HUB MEDIATION RULES

Introduction

Where any agreement howsoever made or evidenced in writing (whether signed or not) provides for mediation of an existing or a future dispute under the rules of the Ghana ADR Hub (the 'Hub'), the parties shall be taken to have agreed that the mediation shall be conducted in accordance with the following rules (the 'Rules') or such amended rules as the Hub may have adopted to take effect before the commencement of the mediation. The Rules include the Schedule of Mediation Fees and Expenses (the 'Schedule') in effect at the commencement of the mediation, as may be separately amended from time to time by the Hub.

The parties may agree to modify any of the provisions of the Rules, provided, however, that the Hub may decide not to administer the proceedings if, in its discretion, it considers that any such modification is not in the spirit of the Rules. At any time after the confirmation or appointment of the mediator, any agreement to modify the provisions of the Rules shall also be subject to the approval of the mediator.

Article 1

Commencing Mediation- Prior Agreement to Mediate

1.1 _____

Where there is a prior existing agreement to mediate under the Rules (the 'Prior Agreement'), any party wishing to commence a mediation under these Rules shall send to the Administrator of the Hub (the 'Administrator') a written request for mediation (the 'Request for Mediation') which shall state the following:

- a. the names, postal addresses, email addresses, telephone and facsimile numbers (if known) of the parties to the mediation and of their legal representatives (if known);
- b. a copy of the Prior Agreement;
- c. a brief statement describing the nature and circumstances of the dispute giving rise to the claim, the basis upon which the claim is made and the value of the claim;
- d. the proposed mediator (if any) by the party requesting mediation; and
- e. any agreement as to location of physical meetings, language, time limit for conducting the mediation, or in the absence, any proposals made as to location of physical meeting, language and time limit for conducting the mediation.

1.2 _____

If the Request for Mediation is not made jointly by all the parties to the Prior Agreement, the party requesting mediation shall send a copy of the Request for Mediation to the other party at the time of sending the Request for Mediation to the Administrator.

1.3 _____

- a. The Request for Mediation shall be accompanied by payment, by check or transfer to the account of the Hub, of the fee required as registration fee of the Hub prescribed in the Schedule of Costs or confirmation of the transfer of the fee to the bank account of the Hub, without which the Request for Mediation shall not be registered.
- b. A Request for Mediation shall only be deemed to be received and mediation shall only commence after the Administrator has received the prescribed registration fee.
- c. Where the party requesting mediation fails to comply with either of these requirements, the Administrator may fix a time limit within which that party must comply, failing which the file shall be closed without prejudice to that party's right to submit the same claim at a later date in another Request for Mediation.

Article 2

Commencing Mediation- No Prior Agreement to Mediate

2.1 _____

Where there is no Prior Agreement to mediate under the Rules, any party wishing to commence a mediation under these Rules shall send to the Administrator of the Hub a written Request for Mediation which shall state the following:

- a. the names, postal addresses, email addresses, telephone and facsimile numbers (if known) of the parties to the mediation and of their legal representatives (if known);
- b. a brief statement describing the nature and circumstances of the dispute, giving rise to the claim, the basis upon which the claim is made and the value of the claim; and
- c. the proposed mediator (if any) by the party requesting mediation.

2.2 _____

The Request for Mediation shall be accompanied by payment, by check or transfer to the account of the Hub, of the fee required as registration fee of the Hub prescribed in the Schedule of Costs or confirmation of the transfer of the fee to the bank account of the Hub, without which the Request for Mediation shall not be registered.

2.3 _____

If the Request for Mediation is not made jointly by all the parties to the dispute,

- a. the party wishing to commence the mediation, shall at the same time, send a copy of the Request for Mediation to the other party; and
- b. the other party shall, within 14 days of receiving the Request for Mediation, advise the Hub in writing whether or not it agrees to the mediation of the dispute by the Hub.

2.4 _____

In the event that the other party declines mediation or fails to agree to mediation within the 14 days referred to in Article 2.3(b), there shall be no mediation under the Rules and the Hub shall so advise the parties in writing.

2.5 _____

Where there is no Prior Agreement, the date of commencement of the mediation shall, subject to payment of the registration fee, be the date that agreement to mediate is reached in accordance with Article 2.3 (b)

Article 3

Appointment of Mediator

3.1 _____

The parties shall appoint a mediator as soon as practicable after the commencement of the mediation with due regard to any nomination, or method or criteria of selection agreed in writing by the parties, and subject to these Rules.

3.2_____

The parties may jointly nominate a mediator for confirmation by the nominated mediator. The nominated mediator shall confirm her nomination to the parties through the Hub.

3.3_____

In the absence of a joint nomination of a mediator by the parties, the Hub shall, after consulting the parties, propose a list of mediators to the parties for nomination. The parties may jointly nominate a mediator from the said list for confirmation by the nominated mediator, failing which the nomination of the mediator shall be made in accordance with Article 3.4

3.4_____

Subject to Article 3.3, the Hub shall use the following list procedure:

- a. the Administrator shall send to each of the parties an identical list containing at least 5 names.
- b. within 15 days of the receipt of the list, each party shall return the list to the Administrator after having deleted the name to which it objects and number the remaining names on the list in the order of preference.
- c. After the expiration of the 15day period, the Administrator shall make the appointment from among the names approved on the list returned and in accordance with the order of preference indicated by the parties.

- d. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that party.
- e. If for any reason the appointment cannot be made according to this procedure, the Administrator may in its discretion repeat the list procedure or appoint a proposed mediator without further recourse to the parties and the proposed mediator shall have a preliminary meeting with the parties to receive confirmation of her appointment by the parties.

3.5 _____

Appointment of a mediator shall be deemed to take place once the parties nominate the mediator or the mediator is nominated in accordance with Article 3.4 and the nominated mediator confirms his nomination after making a declaration under Article 3.6.

3.6 _____

Before appointment, a prospective mediator shall furnish the Administrator with a written resume of her past and present professional positions; she shall sign a written declaration stating,

- a. whether there are any circumstances known to her likely to give rise to any justifiable doubts as to her impartiality or independence, other than any circumstances disclosed by her in the declaration; and

- b. whether she is able and willing to devote sufficient time and industry to ensure the expeditious conduct of the mediation. The mediator shall assume a continuing duty forthwith to disclose any circumstances likely to give rise to any justifiable doubts as to her impartiality or independence to the Administrator, to any other co-mediator (if any) and to all the parties if such circumstances arise after the date of her declaration and before a settlement is reached through mediation.

3.7 _____

Where the mediator has made a disclosure pursuant to Article 3.6, or where a party independently knows of circumstances likely to give rise to justifiable doubts as to her impartiality or independence, a party shall be at liberty to object to her appointment in which case the Hub shall nominate another mediator for confirmation by the parties.

3.8 _____

Where the Hub nominates a mediator, it shall consider the nominated mediator's attributes, including but not limited to nationality, language skills, training, qualifications and experience and the nominated mediator's availability to conduct the mediation in accordance with the Rules.

3.9 _____

If a party objects to the mediator nominated by the Hub and notifies the Hub and all other parties in writing, stating the reasons for such objection, within 15 days of receipt of the notification of objection, the Hub may replace the mediator.

3.10 _____

Upon agreement by all parties, the parties may appoint more than one mediator or request the Hub to nominate more than one mediator, in accordance with the provisions of these Rules. In appropriate circumstances, the Hub may propose to the parties to appoint or confirm more than one mediator.

3.11 _____

Where a court or judicial authority orders parties to mediation under the auspices of the Hub, the provisions of this Article shall apply with such modifications as are necessary for an effective and expedient conduct of the mediation.

Article 4

Statement by the Parties

4.1 _____

parties may agree on how and in what form they will inform the mediator of their respective cases, provided that, unless they have agreed otherwise, each party shall submit to the mediator, no later than 7 days before the date agreed between the mediator and the parties for the first scheduled mediation session, a brief written statement summarising its case, the background to the dispute and the issues to be resolved.

4.2 _____

Each written statement shall be accompanied by copies of any document to which the written statement refers.

4.3 _____

A party shall, at the same time, submit a copy of the written statement and supporting documents to the other party.

Article 5

Conduct of the Mediation

5.1 _____

The mediator shall conduct the mediation in such manner as she sees fit, having in mind at all times the circumstances of the case and the wishes of the parties, and shall treat the parties fairly and impartially.

5.2 _____

The mediator may communicate with the parties orally or in writing, together or individually, and may convene a meeting at a venue to be determined by the mediator after consultation with the parties.

5.3 _____

Any communication made in private by a party to the mediator during the course of the mediation shall not be repeated to the other party, without the express consent of the party making the communication.

5.4 _____

Each party shall notify the other party and the mediator of the number and identity of those persons who will attend any meeting convened by the mediator.

5.5 _____

Each party shall identify a representative of that party who is authorised to settle the dispute on behalf of that party and shall confirm that authority in writing.

5.6 _____

Unless otherwise agreed by the parties, the mediator shall decide the language in which the mediation will be conducted.

5.7 _____

Unless otherwise agreed by the parties, the Hub shall be the location of physical meeting for the mediation. Meetings may also be conducted through electronic means, subject to agreement by the parties.

5.8 _____

Each party shall act in good faith throughout the mediation.

Article 6

Conclusion of the Mediation

The mediation ends where:

- a. A settlement agreement is signed by the parties; or
- b. A party advises the mediator that it has decided no longer to pursue the mediation; or

- c. The parties advise the mediator that it is their view that a settlement cannot be reached and that it is their wish to terminate the mediation; or
- d. The mediator advises the parties that, in her judgement, the mediation process will not resolve the issues in dispute; or
- e. The time limit for mediation provided in the Prior Agreement has expired and the parties have not agreed to extend that time limit.

Article 7

Settlement Agreement

7.1 _____

If terms are agreed in settlement of the dispute, the parties, with the assistance of the mediator if the parties so request, shall draw up and sign a settlement agreement setting out such terms.

7.2 _____

By signing the settlement agreement, the parties agree to be bound by its terms.

7.3 _____

By signing the settlement agreement, the parties agree that the settlement agreement is enforceable in the same manner as a judgment or order of a court to the same effect.

Article 8

Costs

8.1 _____

The costs of the mediation shall be determined by the Administrator in accordance with the Hub's Schedule of Costs and shall include the Mediator's fees and expenses, time reserved but not used (if any), and the administrative charge of the Hub, as set out in the Schedule.

8.2 _____

As soon as practicable after commencement of the mediation or in the course of the mediation proceedings, the Hub shall request the parties to file a deposit or additional deposit to be held on account of the Mediator's fees and expenses and the administrative charge of the Hub (the 'Deposit'). The Deposit shall be paid by the parties in equal shares or in such other proportions as they have agreed in writing.

8.3 _____

If a party fails to pay its share of the Deposit, another party may make a substitute payment to allow the mediation to proceed.

8.4 _____

The mediation shall not commence or proceed unless and until the Deposit has been paid in full.

8.5 _____

At the conclusion of the mediation, the Hub shall determine the Costs.

8.6 _____

If the Deposit exceeds the Costs, the excess will be reimbursed to parties in the proportions in which they have contributed to the Costs, or in such other proportions as the parties have agreed in writing.

8.7 _____

If the Costs exceed the Deposit, the shortfall will be invoiced for immediate payment by the parties in such proportions as the parties may have agreed in writing, or, absent such agreement, in such proportions as the Hub may determine.

8.8 _____

Any other costs incurred by the parties, whether with regard to legal fees, experts' fee or expenses of any other nature shall not be part of the Costs for the purposes of these Rules.

Article 9

Resort to Judicial or Arbitral Proceedings

The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

Article 10

Confidentiality and Privacy

10.1

All mediation sessions shall be private and shall be attended only by the mediator, the parties and those individuals identified pursuant to article 5.4

10.2

The mediation process, record of the mediation and all negotiations, statements, admissions, views, proposals and documents prepared for the purpose of the mediation including the fact that any party indicated within the proceedings that it was ready to accept a proposal for settlement, shall be confidential and covered by 'without prejudice' or negotiation privilege.

10.3

The mediation shall be confidential. Unless otherwise agreed among the parties or required by law, neither the mediator nor the parties may disclose to any person any information regarding the mediation or settlement terms or the outcome of the mediation.

10.4

All documents or other information produced for or arising in relation to the mediation will be privileged and will not be admissible in evidence or otherwise discoverable in any litigation or arbitration or similar proceedings, except for any documents or other information which would in any event be admissible or discoverable in any such litigation or arbitration or similar proceedings.

10.5_____

There shall be no formal record or transcript of the mediation.

Article 11

General Provisions

11.1_____

Unless otherwise agreed by the parties in writing, a mediator shall not act nor shall have acted in any judicial, arbitration or similar proceedings relating to the dispute which is or was the subject of the proceedings under these Rules whether as a judge, an arbitrator, an expert or a representative or advisor of a party.

11.2_____

Unless otherwise required by applicable law or unless otherwise agreed by the parties and the mediator, the mediator shall not give testimony in any judicial, arbitration or similar proceedings concerning any aspect of the proceedings under these Rules.

11.3_____

In all matters not expressly provided for in these Rules, the Hub and the mediator shall act in the spirit of these Rules.

Article 12

Limitation of Liability

12.1

The Hub (including their respective officers and employees), the Administrator, any deputy Administrator and any mediator shall not be liable to any party howsoever for any act or omission in connection with any mediation conducted by reference to these Rules, except:

- i. where the act or omission is shown by that party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that party; and
- ii. the extent to which any part of the provision is prohibited by any applicable law.

12.2

The Hub (including their respective officers and employees), the Administrator, any deputy Administrator and any mediator shall not be under any legal obligation to make any statement to any person about any matter concerning the mediation, nor shall any party seek to make any of these persons a witness in any legal or other proceedings arising out of the mediation.

Article 13

Definition of Terms

13.1

In these Rules:

- a. Administrator' means the Administrator of the Hub or other executive staff members of the Hub
- b. 'Hub' means the Ghana ADR Hub
- c. 'mediator' includes a co-mediator

13.2

Where the context so requires, the use of the masculine gender shall include the feminine or neuter genders and the singular shall include the plural, and vice versa, and the word 'person' shall include any corporation, firm, partnership or other form of association.

SCHEDULE 1 – SCHEDULE OF COSTS

Filing fees and administrative expenses

Article 1

Filing fee

There shall be a filing fee of GH¢1,000.00. The filing fee is non-refundable.

Article 2

Administrative Expenses

The administrative expenses of the Hub for the proceedings shall be fixed at the Hub's discretion depending on the work carried out by the Hub but shall not exceed the following

FEES (%)	AMOUNT IN DISPUTE
10%	For amounts in dispute up to and including GH¢500,000.00
8%	For amounts in dispute between GH¢500,000.00 and GH¢5,000,000.00
5%	For amounts over GH¢5,000,000.00

2.2 _____

The administrative expenses where the amount in dispute is not stated shall be fixed by the Administrator of the Hub taking into account all the circumstances of the dispute and shall not normally exceed GH¢30,000.00.

Article 3

Ghana ADR Hub Appointing Authority

Any request received by the Hub to act as appointing authority in respect of any mediation shall be treated in accordance with the Article on appointment of mediators under the Rules and shall be accompanied by a non-refundable filing fee of GH¢1,000.00 per mediator. No Request shall be processed unless accompanied by the filing fees. For additional services, the Hub may at its discretion fix the administrative expenses which shall be commensurate with the services provided and shall normally not exceed GH¢30,000.00.

Draft Dispute Resolution Clauses For Use With Ghana ADR Hub Rules

In force as from 1 January 2020



**DRAFT DISPUTE RESOLUTION CLAUSES FOR USE
WITH GHANA ADR HUB RULES**

Mediation

1. Mediation Agreement

Any dispute arising out of or in connection with any contract which the parties are unable to settle amicably through good faith negotiations shall be resolved through mediation administered by the Ghana ADR Hub under its Mediation Rules before resorting to arbitration, litigation or some other dispute resolution process.

2. Mediation Submission Agreement

The parties to this Mediation Submission Agreement hereby submit the following disputes to mediation administered by the Ghana ADR Hub under its Mediation Rules.

- i. i.
- ii. ii.

Dated at.....this day of.....20.....

Signed by..... (Parties)

Arbitration

1. Arbitration Agreement

- a. Any dispute arising out of or relating to this contract or the breach thereof shall be resolved by final and binding arbitration administered by the Ghana ADR Hub in accordance with its Arbitration Rules currently in force on the date of the execution of this agreement by (one or more) Arbitrator(s) appointed in accordance with the said Rules.
- b. The seat of the arbitration shall be.....
(city, country).
- c. The arbitration shall be conducted in the(language).
- d. The law applicable to the substance of the dispute shall be the law of (country).

2. Arbitration Submission Agreement(for use with existing disputes)

We the undersigned parties hereby agree to submit to arbitration administered by the Ghana ADR Hub under its Arbitration Rules the following controversy. (Here, describe the controversy or dispute to be submitted)

The number of arbitrators shall be

The seat of the arbitration shall be.....
(city, country).

The arbitration shall be conducted in the
(language).

The law applicable to the substance of the dispute shall be the law of (country).

Multi-Tier Clause

Any dispute arising out of or relating to this agreement shall be resolved by the parties first engaging in good faith negotiations to resolve the matter amicably. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. A party desiring to initiate negotiation shall deliver to the other party a written notice of the existing dispute and a demand to commence negotiations.

If the dispute has not been resolved by negotiation within (decide the number of days suitable) days of the delivery of the demand to commence negotiations, the parties shall endeavor to settle the dispute by mediation under the Mediation Rules of the Ghana ADR Hub. All communications during the mediation are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality and professional secrecy protections afforded by applicable mediation laws.

Any dispute not resolved through negotiation or mediation as outlined above shall be resolved by final and binding arbitration administered by the

Ghana ADR Hub in accordance with its arbitration rules by (one or more) Arbitrator(s) appointed in accordance with the said Rules. The seat of the arbitration shall be.....(city, country). The arbitration shall be conducted in the (language). The procedural law of the arbitration shall be the law of the seat of the arbitration. The law applicable to the substance of the dispute shall be the law of (country).

