THE BENEFITS OF EMAC TO THE MIDDLE EAST REGION, ITS ADVANTAGES OVER OTHER ALTERNATIVES FOR MARITIME AND TRADE COMMUNITIES

The comparative review will highlight some of the variations EMAC has incorporated into its set of rules, demonstrating the advantages to arbitration when using EMAC’s arbitration rules.
I. Benefits of EMAC in the Middle East Region

The maritime sector is a significant industry for the UAE and GCC. Investments in the maritime industry by the UAE Government is expected to reach USD 66 billion (Dh 242 billion) in the next three years, according to industry estimates.

For the UAE, the maritime industry is a major economic contributor, with the country’s share approximating 60 per cent of the sector’s total value in the GCC. Today, ports at Jebel Ali, Port Rashid, Port Khalid, Khorfakkan, Fujairah and Al Hamriya and the emergence of Khalifa Port in Abu Dhabi have strengthened the UAE’s maritime dominance. In line with this growth, and the UAE’s commitment to promote trade to encourage a robust business-enabling environment through the advancement of economic growth, the UAE plans to contribute 30 to 35 per cent of the Middle East’s projected investment in the sector, valued between USD 170 billion (Dh 624 billion) to USD 190 billion (Dh 697.3 billion), over the next three years.

To manage the rise in foreign trade, governments, and the wider maritime industry, have increased investment into the sector by building the capacity of vital infrastructure, including seaports, airports, free zones, logistics and customs administrations.

With infrastructure and development in place, the UAE has gone a step further, creating a specialised maritime dispute resolution centre to support the sector’s growth. In 2016, decree No’s 14 and 16 were issued resulting in the establishment of the Emirates Maritime Arbitration Centre (EMAC).

The introduction of a sector-specific dispute resolution centre offers many advantages to the region and the wider maritime community. As the Middle East’s only specialised maritime arbitration centre, EMAC fills a geographical gap, giving international parties, which are reluctant to submit claims through foreign national courts (i.e., third country courts, courts abroad etc.), a viable alternative for dispute resolution in the UAE. As an arbitration centre, EMAC offers a flexible, consensual process for resolving disputes in a binding, enforceable manner. An efficient and cost effective process, with light touch case management support, arbitration allows businesses to continue their day-to-day operations with minimal disturbance. Furthermore, having access to a centre such as EMAC in the Middle East, has the potential to support, and even encourage, local and international, private sector led investments in the sector.

With rules based on internationally recognised standards, namely UNCITRAL, EMAC is able to manage arbitrations and mediations in line with international best practice. However, EMAC is not the only maritime arbitration centre in the world. It is important to view EMAC’s arbitration rules comparatively with those of other
centres to assess the differences and potential benefits of EMAC over other centres and alternatives for dispute resolution.

After careful review, we believe that the EMAC arbitration rules incorporate best practices and offer various advantages over other leading arbitration centres.

The next chapter will demonstrate such benefits in detail.

II. Benefits of EMAC over other alternatives

In addressing EMAC’s benefit over other alternatives, one should consider this from a two-tier perspective. Firstly, a comparison between EMAC as an arbitration centre over litigation in general and secondly, a comparison between EMAC’s arbitration rules over those of other leading, sector specialised centres.

(a) EMAC as an arbitration centre over litigation.

The purpose of this paper is not to outline the benefits of arbitration over litigation. It is however beneficial to outline the aspects of arbitration which demonstrate the advantages of EMAC, and other arbitration centres, compared to litigation in the Middle East region and around the world.

Benefits of arbitration include:

i. Allowing parties to choose arbitrators with sector knowledge or who are equipped with a specific understanding of the issue at hand. Maritime cases usually are quite technical in nature. Arbitration gives parties the option to circumvent lengthy court proceedings and the need for court appointed experts by agreeing to appoint someone as an arbitrator who has sufficient experience and expertise.

ii. Providing the arbitrator with the flexibility required to take a more proactive role in monitoring the progress of a case. In turn, this ensures that the matter is resolved in a timely and resource efficient manner.

iii. Allowing for the process, including the hearing(s), to be held privately and to remain confidential. Maritime cases are often of high value. Once processed through courts, media attention is a possibility.

iv. The element of finality in judgement since there are very limited rights of review by local courts.

v. The development of arbitral awards which are easily enforceable in foreign courts through the New York Convention on the Recognition and
Enforcement of Foreign Arbitral Awards ("New York Convention"). As a result, an arbitral award may be enforced in all the convention signatory countries.

(b) EMAC arbitration rules and those of other maritime arbitration centres.

To demonstrate some of EMAC’s benefits, EMAC has undertaken a comparative analysis between EMAC’s arbitration rules and the arbitration rules of other centres. The most recent versions of the rules provided by EMAC, the Singapore Chamber of Maritime Arbitration (SCMA), the Vancouver Maritime Arbitrators Association (VMAA), the Society of Maritime Arbitrators in New York (SMA), and the London Maritime Arbitrators Association (LMAA) have been considered. The Hong Kong Maritime Arbitration Group uses the Hong Kong International Arbitration Centre consideration.

**Figure 1: Arbitration Rules Reviewed**

<table>
<thead>
<tr>
<th>Centre</th>
<th>Year of most recent set of rules</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMAC</td>
<td>2016</td>
</tr>
<tr>
<td>SCMA</td>
<td>2015</td>
</tr>
<tr>
<td>VMAA</td>
<td>2016</td>
</tr>
<tr>
<td>SMA</td>
<td>2016</td>
</tr>
<tr>
<td>LMAA</td>
<td>2017</td>
</tr>
<tr>
<td>HKIAC</td>
<td>2013</td>
</tr>
</tbody>
</table>

The comparative review will highlight some of the variations EMAC has incorporated into its set of rules, demonstrating the advantages to arbitration when using EMAC’s arbitration rules.

There are many aspects to arbitration and in view of the limitation of this paper, we will touch on aspects which clearly demonstrate differences in the rules, such as the differences in timeline and management approaches.

1. Comparative review of certain timelines

   1. Notice of Arbitration

   Maritime arbitration centres have general standards for the calculation of periods of time. EMAC⁵, SCMA⁴, HKIAC⁶ and VMAA⁶ have stipulated that the calculation of time with regards to the Notice of Arbitration⁷ begins the day after it has been
received, unless such day is an official holiday or non-business day at the place of receipt. In this case the communication is deemed to be received on the next business day.\(^8\)

With regards to the commentary under the SCMA rules, there is no requirement to inform SCMA of the commencement of the arbitration. However, a Tribunal is required to inform the SCMA of its appointment. Based on this clarification, it is evident the management of the arbitration, in relation to time periods, is the onus of the parties and the arbitrators, rather than of the SCMA.\(^9\)

SMA states the initiation of arbitration occurs when a party gives written notice to the other party of its demand for arbitration.\(^10\) The calculation of time under the SMA to commence arbitration is based on the agreement of the parties, in the absence of which, it is based on notice to appoint an arbitrator within 20 days of receipt of such notice (Section 10). From the Practical Guide provided by the SMA:

> “An arbitration clause calling for New York arbitration does not customarily impose a time limit within which the first moving party is required to appoint an arbitrator. Issues of time bar and laches are for arbitrators to decide and those decisions are often influenced by analogous statutes of limitations. . .”\(^11\)

LMAA’s terms refer to UK’s Arbitration Act 1996 regarding the commencement of arbitral proceedings.\(^12\) Parties are free to agree when arbitral proceedings are to be regarded as commenced.\(^13\) If they fail to come to an agreement, and depending on whether the arbitrator is already designated in the arbitration agreement, the arbitrator is to be appointed by the parties, or a person other than a party involved in the proceedings.\(^14\) For those situations, arbitral proceedings commence when one party serves the other a notice in writing requiring them to appoint or agree to the appointment of an arbitrator.
<table>
<thead>
<tr>
<th>Rules</th>
<th>Time calculation re. Notice of Arbitration (NoA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMAC</td>
<td>Day after it has been received</td>
</tr>
<tr>
<td>SCMA</td>
<td>Day after it has been received</td>
</tr>
<tr>
<td>VMAA</td>
<td>Day after it has been received</td>
</tr>
<tr>
<td>SMA</td>
<td>When notice is given to the other party</td>
</tr>
<tr>
<td>LMAA</td>
<td>Parties agree when it commences or arbitral proceedings are commenced when one party serves the other party a notice in writing requiring them to appoint or agree to the appointment of an arbitrator.</td>
</tr>
<tr>
<td>HKIAC</td>
<td>Day after it has been received</td>
</tr>
</tbody>
</table>

2. **Response to Notice of Arbitration**

In some maritime arbitration centres, the notice of arbitration primarily calls for the constitution of the arbitral tribunal after which submissions, claims and counterclaims are to be made, leaving no need for a response to the Notice of Arbitration per se i.e. VMAA\(^{15}\), LMAA\(^{16}\) and SMA\(^{17}\).

Other maritime centres require a response to the notice of arbitration.

*Figure 2: Response to Notice of Arbitration*
SCMA\textsuperscript{18} offers the shortest time-period for a respondent to respond to the Notice of Arbitration compared to EMAC\textsuperscript{19} and HKIAC\textsuperscript{20}.

However, as may be noted later on in this paper, neither EMAC\textsuperscript{21} nor HKIAC\textsuperscript{22} require the parties to submit a statement of claim or statement of response before the appointment of the arbitral tribunal. Therefore, the longer time period granted here provides the respondent with a fair opportunity to address the notice of arbitration until such time as the arbitral tribunal is appointed.

3. Statement of Claim

Figure 3: Submission of Statement of Claim

The criteria used by maritime arbitration centres for submission of statement of claim vary.\textsuperscript{23} This time-period ranges from 20 to 30 days. It is important to note the time-period is calculated differently from centre to centre. For example, under the SCMA rules, the time period is based on the days after the appointment of the arbitral tribunal whilst under the SMA rules, the time period is based on business days prior to the first hearing. Unlike Schedule 5 of the LMAA rules, where a reasonable time is provided for the scheduling of hearings is dependent on the number of hearing days anticipated, the SMA rules provide no such guidance. Further, under the LMAA rules, the time-period is based on the appointment of the arbitrator if the tribunal is to be constituted by a sole arbitrator or, if the tribunal is to be constituted of three arbitrators, it is from the appointment of the second arbitrator. These time periods are not comparable.

Alternatively, EMAC\textsuperscript{24} and HKIAC\textsuperscript{25} offer the arbitral tribunal the discretion to decide the time-period. This gives the claimant the option to treat the Notice of Arbitration as a statement of claim if certain details such as name of parties,
statement of facts, points at issue, legal grounds of claim and relief sought are identified. This means that HKIAC and EMAC allow the claimant to forego this step, ensuring time-efficiency in the proceedings.

4. Statement of Response/Defence

Figure 4: Submission of Statement of Response/Defence

![Diagram showing time periods for submitting statement of response/defence]

SMA requires the respondent to submit the statement of defence within 10 business days upon the receipt of statement of claim. Alternatively, VMAA, LMAA, and SCMA have longer response periods. As with the procedure concerning the statement of claim, the arbitral tribunals in EMAC and HKIAC have the discretion to determine the appropriate time-period for the submission of statement of defence. Furthermore, they allow the response to the Notice of Arbitration to be treated as the statement of defence, facilitating quicker arbitration proceedings.

5. Closure of hearings

EMAC’s procedure outlines that a hearing is deemed closed 14 days after the final submission of evidence and filing of other documents. Whereas, in HKIAC, SMA, SCMA, and VMAA, the arbitral tribunal is given the discretion to decide the time it deems appropriate based on the completion of submission of evidence, documents, and fulfilment of any other requirements. The time taken to close a hearing will differ on a case-by-case basis.
Summary

In view of the above, it appears that in requiring a response to the notice of arbitration from the respondent, and leaving the possible need for the submission of a statement of claim, statement of defence and counterclaim, at the discretion of the arbitral tribunal, the time period to complete the documentation is shorter with EMAC compared to other centres.

This conclusion however needs to be assessed against other variables as well which may impact time frames, such as the constitution of an arbitral tribunal and the time required for that, but this will be discussed seperately and will be available in more detail as part of EMAC’s in depth comparative study.

<table>
<thead>
<tr>
<th>Rules</th>
<th>Time calculation re. Notice of Arbitration (NoA)</th>
<th>Response to NoA</th>
<th>Statement of Claim (SoC)</th>
<th>Response to (SoC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMAC</td>
<td>Day after it has been received</td>
<td>21</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>SCMA</td>
<td>Day after it has been received</td>
<td>14</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>VMAA</td>
<td>Day after it has been received</td>
<td>-</td>
<td>28</td>
<td>28</td>
</tr>
<tr>
<td>SMA</td>
<td>When notice is given to the other party</td>
<td>-</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>LMAA</td>
<td>Parties agree when arbitration commences or arbitral proceedings are commenced when one party serves the other party a notice in writing requiring them to appoint or agree to the appointment of an arbitrator.</td>
<td>-</td>
<td>28</td>
<td>28</td>
</tr>
<tr>
<td>HKIAC</td>
<td>Day after it has been received</td>
<td>30</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

For the closure of hearings, EMAC explicitly states a time period of 14 days, after which the hearing is deemed closed. At other centres this is left to the discretion of the arbitral tribunal, allowing for the procedure to issue awards to be triggered sooner rather than later.

ii. Management Approach

One of EMAC’s advantages is its light touch management approach. This enables EMAC’s Executive Committee to support EMAC’s case management, ensuring a smooth, time efficient process.

1. Number of Arbitrators

Through EMAC, LMAA, SCMA, HKIAC, SMA and VMAA, the parties have discretion to choose either one or three arbitrators.
EMAC’s rules state that only one arbitrator is appointed if (i) the parties have not previously agreed on the number of arbitrators or (ii) the parties have not agreed there should be three arbitrators within 28 days after receipt by the respondent of the Notice of Arbitration. In the absence of an agreement, there may only be three arbitrators if the Executive Committee deems it appropriate in the circumstances. Based on this, the default number of arbitrators is one.

This is different from the terms in LMAA and SCMA, where if there are no provisions on the number of arbitrators, the default arbitral tribunal shall consist of three arbitrators.

Conversely, HKIAC does not provide a default number of arbitrators in cases of non-agreement. Rather, it determines if the arbitration requires one or three arbitrators on a case-by-case basis.

2. Emergency Arbitration

EMAC, VMAA and HKIAC give parties the option of emergency arbitration, while SCMA, SMA and LMAA do not.

Under EMAC’s rules, an application for emergency arbitration shall be made to the Secretariat in writing setting out the grounds for why an emergency arbitrator is needed and the specific claim, with reasons, for emergency relief. Proof of the payment of the relevant fees is to be attached to the application. The Executive Committee has the discretion to accept or reject the application. If the application is granted, a temporary arbitrator shall be appointed by the Executive Committee to conduct the proceedings in any manner deemed appropriate under the circumstances. This takes into account the following: (a) nature of emergency proceedings, (b) the need to afford to each party, if possible, an opportunity to be consulted on the claim for emergency relief, (c) the claim and reasons for emergency relief and (d) further submissions, if any.

The arbitrator is empowered by the rules to decide on any interim measure, emergency award or relief deemed fit no later than 14 days from date of appointment, that can later either be validated, or cancelled, by the arbitral tribunal. A noticeable feature in EMAC’s rules is the authority of an emergency arbitrator to provide interim measures of protection, either in the form of an order or award, increasing the efficiency and flexibility of the application of the rules in case of urgency and depending on the circumstances of the case.

EMAC rules have clarified that the costs and damages caused by the measure may be borne by the party requesting such measure, if it is determined later by the (constituted) arbitral tribunal that the measure should not have been
The arbitral tribunal may, at the request of any party, award such costs and damages at any point during the proceedings.

HKIAC rules specify a party may apply for the appointment of an emergency arbitrator, prior to formation of an arbitral tribunal. If HKIAC accepts the application, the Centre shall appoint an emergency arbitrator within two days following receipt of the application and associated deposit. The emergency arbitrator will make an order or award within 15 days; a period which may be extended by agreement of the parties, or in appropriate circumstances, by HKIAC.

The application for the appointment of an emergency arbitrator in VMAA requires a statement of the interim relief sought, the reasons justifying it and the evidence supporting it. The other party may file a reply, setting out their position on the interim relief sought and provide any necessary evidence within seven days of the request. If there is no response from the other parties within this time period, the emergency arbitrator may proceed with the application and make an order ex parte. The respondent parties, upon being informed of the decision of the emergency arbitrator, may on two days’ notice apply to the emergency arbitrator to re-consider the decision. The emergency arbitrator may then vary, confirm, or rescind their decision if good cause is shown as to why no response was received in the stipulated time period. The applicant for the emergency arbitrator is responsible for paying the fees and costs of the emergency arbitrator in the first instance.

Under VMAA, the emergency arbitrator has full discretion to grant whatever relief they deem appropriate in the circumstances, taking into consideration, among other things, the urgency of the matter, whether certain rights are seriously disputed and the consequences to the parties, should no relief be granted. The emergency arbitrator also has the power to order temporary measures pending a decision on the interim relief sought.
3. Alternative Procedures

Figure 5: Fast Track Arbitration

Fast-track procedures became available as a means of providing an alternative to the traditional arbitration format. With the exception of the VMAA, all of the mentioned arbitral institutions have introduced a form of expedited arbitration proceedings (or faster proceedings for small claims). With many advantages attractive to parties seeking a quick and cost-efficient outcome, without sacrificing the quality of proceedings, all these options allow arbitration to be completed with simplified rules, reduced fees and within shorter time frames.

Figure 6: Comparison of Fast Track Arbitration

<table>
<thead>
<tr>
<th>Amount in dispute</th>
<th>Opt-In or Automatic</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMAC Expedited Arbitration Rules USD 1,900,000^{52} (claim and counterclaim)</td>
<td>Automatic, or parties can opt-in irrespective of amount</td>
</tr>
<tr>
<td>LMAA SCP Maximum USD 100,000 (claim and counterclaim separately, not aggregate)^{53}</td>
<td>Opt-in, or parties can agree to these rules using a higher amount</td>
</tr>
<tr>
<td>LMAA ICP</td>
<td>Between USD 100,000 to USD 400,000 (claim and counterclaim separately, not aggregate)</td>
</tr>
<tr>
<td>LMAA FALCA</td>
<td>Up to the parties to choose, otherwise USD 250,000</td>
</tr>
<tr>
<td>SCMA SCP</td>
<td>USD 150,000 (claim and counterclaim)</td>
</tr>
<tr>
<td>HKIAC Expedited Procedures</td>
<td>HKD 25,000,000 (approx. USD 3,208,192) (claim and counterclaim)</td>
</tr>
<tr>
<td>SMA Rules for Shortened Arbitration Procedure</td>
<td>No amount specified. It is up to the parties to agree on the amount</td>
</tr>
</tbody>
</table>

LMAA has three separate procedures tailoring to the needs of the parties. These include a Small Claims Procedure (SCP), an Intermediate Claims Procedure (ICP) and the Fast and Low Cost Arbitration (FALCA) Rules. The other jurisdictions have their own versions of the expedited procedures, but the LMAA is the only centre offering multiple options.

The ICP was introduced by LMAA for those in need of a fuller procedure than that provided by the SCP while not, on grounds of proportionality, justifying the full procedure offered by the LMAA Terms. FALCA was created by the LMAA in order to ‘encourage quicker and cheaper resolution of the middle range maritime disputes’. It has been recommended, as the ordinary LMAA procedure is seen as a lengthy process, mimicking a trial in court.

Parties wanting to partake in SCMA’s SCP may agree in writing to proceed with these rules, even if the claim exceeds the stipulated capped amount.

SMA introduced the Rules for Shortened Arbitration Procedure, in order to address the issues of time and cost. The rules do not outline the amount payable by parties to use the procedure, just the need to incorporate the rules into any relevant contracts.

HKIAC provides an Expedited Procedure for all claims up to the equivalent of approximately USD 3 million upon the parties application while EMAC has
Expedited Arbitration Rules that are automatically enforced for all claims up to the equivalent of approximately USD 1.9 million.  

HKIAC and EMAC allow parties to opt into their fast-track procedures regardless of the amount in dispute, provided both parties agree or the parties select such an expedited approach prior to the appointment of the arbitral tribunal. HKIAC also allows for expedited procedures in cases of exceptional urgency.  

Under EMAC rules, in the absence of an agreement, the default arbitral tribunal is composed of a sole arbitrator. Through the expedited procedures, for all claims not exceeding USD 270,000 the arbitral tribunal is conclusively composed of a sole arbitrator and such arbitrator is to be appointed by the Executive Committee ensuring an expedited appointment.  

Advocates of arbitration believe fast-track arbitration should be commonplace as the process achieves the main aims of arbitration in a more efficient manner.  

In concluding the review of the different centres expedited procedures, it would appear that only EMAC and SCMA allow for expedited procedures automatically subject to the value of the claim. All other expedited procedures are triggered based on an application (HKIAC) or an insertion of a specific clause into the agreement from the outset (LMAA SCP, LMAA ICP, LMAA FALCA and SMA).  

Such a distinction is important to make since often the parties cannot anticipate the value of their potential claims at the beginning and should they appear to be nominal, extended arbitration procedures may not always be practical.  

In terms of expedited procedures and value, EMAC and HKIAC seem to be the two centres that allow for expedited procedures at a comparably high value; approximately USD 1.9 million and USD 3 million respectively. It is noteworthy that many maritime cases would fall within that range and those that do not are substantial cases that should warrant full in depth arbitration procedure.  

In view of the above, EMAC appears to be the only centre that allows for automatic expedited procedures with a reasonably high threshold to address the majority of disputes that may arise ensuring that the disputes are resolved swiftly and efficiently.
iii. **Other features of EMAC**

As the most recently established maritime arbitration centre on the scene, EMAC has introduced a variety of additional features to provide a more holistic service to the maritime community, namely:

1. **Educational Platform**

EMAC has developed an educational platform to serve multiple purposes.

First, EMAC’s educational platform allows more legal practitioners and professionals from the sector, or those interested in entering the sector, to gain a deeper understanding of maritime issues and identify how these issues can escalate to disputes. This enables parties to minimise their need for dispute resolution services, by better serving the sector, and in turn, allowing for unimpeded development and growth.

Second, this platform serves as a basis to continuously build capacity amongst stakeholders, ensuring everyone is aware of recent trends and developments in the sector.

Third, as EMAC focuses on creating awareness and raising the bar within the sector, the Centre works with various universities to attract new talent to the sector. Through raising awareness, the platform not only provides students with industrial maritime knowledge, but also offers students access to sector leaders with a background and experience in legal affairs in particular, alternative dispute resolution.

2. **Engagement Basis**

Building on the educational platform created, EMAC has created a membership base to encourage continuous and on-going engagement amongst peer groups with an interest or affiliation to the maritime sector. EMAC’s membership is open to anyone interested and is not limited to arbitrators, mediators and experts. To date, based on the engagement sessions EMAC has held and the open dialogue triggered by EMAC, key topics and challenges from the sector were addressed such as:

- When to engage counsel to resolve a dispute
- How to select the right venue and jurisdiction for dispute resolution
- How to stipulate arbitration requirements into shipping contracts
- The affect of the draft UAE Maritime law on the sector.
3. **Online Platform**

In furtherance of EMAC’s mandate to provide fast and efficient maritime dispute resolution solutions, EMAC is embracing technology and is in the process of developing e-arbitration. A platform to enable claimants, respondents, their respective counsel along with arbitrators, mediators and experts to file, access and review documents (including notice of arbitration and response thereto) online and hold hearings virtually. This ensures an expedited process addressing the global nature of maritime disputes and taking into consideration the different time zones that may be involved and the geographical dispersity of the parties involved.

This platform is not only convenient but will save substantial time and costs associated with travel.

III. **Conclusion**

As the most recent addition to the maritime sector’s alternate dispute resolution market, EMAC has managed to successfully develop a set of rules in line with international best practices. Drawing on the rules established by other maritime dispute resolution centres, EMAC has incorporated this industry knowledge into its rules. In turn, creating provisions, such as fast track arbitration, which allow for confidential dispute resolution proceedings leading to the development of arbitral awards which are easily enforceable in foreign courts. Furthermore, parties have the power to agree and appoint arbitrators equipped with industry specific knowledge and case understanding.

Impartial and transparent, EMAC aims to support the sector to minimise disputes before they occur. In the event disputes arise, the Centre has worked to develop an environment, which resolves disputes in the most effective manner possible. In turn, drawing on best practice arbitration’s reputation for resolving disputes in a way which benefits all parties in terms of time, cost and confidentiality.

Footnotes:

1. Exchange is calculated at the pegged rate of USD 1 = Dh 3.67
5. Hong Kong International Arbitration Centre Rules 2013 (“HKIAC 2013”), Art 2.3.
7. EMAC 2016, Art 2(1): A notice, including a notification, communication, or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.
8. VMAA 2016, Rule 6; EMAC 2016, Article 2(6); SCMA 2015, Rule 3.3; HKIAC 2013, Art 2.3.
13 Arbitration Act 1996, s 14(1).
14 Arbitration Act 1996, s 14(3)-(5).
15 VMAA 2016, Rule 27
17 SMA 2016, s 6 and s 10.
18 SCMA 2015, Rule 5.1.
19 EMAC 2016, Art 4(1).
20 HKIAC 2013, Art 5.1.
21 EMAC 2016, Art 22(1).
23 SCMA 2015, Rule 8; SMA 2016, Section 21; VMAA 2016, Rule 41(a); LMAA 2017, Second Schedule para 3.
24 EMAC 2016, Art 22(1).
26 HKIAC 2016, Art 16.2; EMAC 2016, Art 22(2).
27 SMA 2016, s 21.
28 VMAA 2016, Rule 41(b).
30 SCMA 2015, Rule 8.2.
31 EMAC 2016, Art 23(1).
32 HKIAC 2013, Art 17.1.
33 EMAC 2016, Art 33(1).
34 HKIAC 2013, Art 30.1.
35 SMA 2016, s 25.
36 SCMA 2015, Rule 32.1
37 VMAA 2016, Rule 60.
38 EMAC 2016, Art 8.
40 HKIAC 2013, Art 6.1.
41 EMAC 2016, Art 12.
42 EMAC 2016, Art 12.
44 EMAC 2016, Art 28.8
45 HKIAC 2013, Schedule 4, Rule 1.
46 HKIAC 2013, Schedule 4, Rule 5.
47 HKIAC 2013, Schedule 4, Rule 12.
48 VMAA 2016, Rule 22.
49 VMAA 2016, Rule 23.
50 VMAA 2016, Rule 24.
51 VMAA 2016, Rule 20.
52 EMAC 2016, Art 50(1)(b)
53 LMAA SCP 2017, Art 1(a)
54 LMAA ICP 2017, Art 1.
56 SCMA 2015, Rule 46.1
57 HKIAC 2013, Art 41.1(a)
Short biography:

**Maali Khader, Case Manager at EMAC**

An experienced lawyer who has practised across Jordan and the UAE, Maali Khader’s expertise covers multiple areas including maritime, commercial, labour, insurance and real estate. She has gained considerable experience in corporate governance and sustainability, having worked alongside international organisations including the International Finance Corporation (IFC), Organization for Economic Co-operation and Development (OECD), Centre for International Private Enterprises (CIPE) and Transparency International (TI).

Maali studied law in the UK, graduating from the University of Durham with an LLB, and Cardiff University with an LLM in Legal Aspects of Marine Affairs. She is admitted to practise both in the State of New York (US) and in Jordan, and is a member in good standing of the American Bar Association and of the Jordanian Bar Association.