

**AGREEMENT OF COOPERATION IN THE FIELD OF  
INTERNATIONAL COMMERCIAL ARBITRATION**

**BETWEEN**

**THE BELGIAN CENTER FOR ARBITRATION AND  
MEDIATION  
(CEPANI)**

**AND**

**THE CAIRO REGIONAL CENTER FOR  
INTERNATIONAL COMMERCIAL ARBITRATION  
(CRCICA)**

**Whereas:**

The Cairo Regional Center for International Commercial Arbitration (CRCICA), and the Belgian Center for Arbitration and Mediation (CEPANI) are both committed to developing efficient methods of resolving commercial disputes and assisting parties in solving commercial disputes when they arise.

With these objectives in mind, they have agreed to cooperate.

**Is agreed as follows:****Article 1 - Goals**

Both Institutions wish to promote the use of arbitration, mediation, conciliation and any other appropriate ADR procedures or combination of procedures.

In fostering a better understanding and use of dispute resolution alternatives by the organization of seminars, conferences and educational activities whenever appropriate.

**Article 2 – Mutual Obligations**

1. CRCICA and CEPANI agree to provide each other with assistance in:
  - a) Selecting individuals of suitable professional experience and integrity;
  - b) appointing arbitrators, mediators, conciliators and other ADR experts;
  - c) appointing experts or assessors as appropriate;
  - d) providing facilities and support services so that each Institution may fulfill its obligations with respect to any party wishing to utilize the services of the two Institutions under this Agreement;
  - e) exchanging information, publications and advice;
  - f) cooperating in any other matters regarding dispute resolution in general.
  
2. CRCICA and CEPANI will prepare a mutual arbitration clause to be recommended foreseeing that:

- a) The procedures submitted under the "Cairo Rules" may be introduced in CEPANI and have the same effects as if it had been introduced in CRCICA.
  - b) The procedures submitted under the "CEPANI Rules", may be introduced in CRCICA and have the same effects as if it had been introduced in CEPANI.
  - c) The above mentioned arbitration clause will foresee that all residual acts and activities of each arbitral procedure shall be governed by the rules of the Institution designated in the arbitration clause and that there will be no residual competence of the other Institution.
3. At the request of either of the two Institutions, and subject to agreed financial arrangements, the other Institution shall provide administrative services or any other services necessary for conducting arbitration, conciliation, mediation, negotiation or mini trial proceedings; these services shall be rendered at cost, in particular:
- a) CRCICA, on timely notice from CEPANI, will arrange proper availability of room space and qualified secretarial personnel for arbitral procedures to be conducted in Cairo following the "CEPANI Rules".
  - b) CEPANI, on timely notice from CRCICA, will arrange proper availability of room space and qualified secretarial personnel for arbitral procedures to be conducted in CEPANI following the "Cairo Rules".
  - c) CRCICA and CEPANI will bear to each other professional responsibility for the diligent and timely performance of the activities under articles 3.a and 3.b. above, including the timely notice to the other Institution and the timely and safe dispatch, in the most appropriate way, of the relative documentation.
4. Each Institution will submit to the other a plan of public events scheduled to take place in Egypt or in Belgium to give this Agreement the maximum visibility; and will give to the other the best collaboration for the study of any other promotional action.

### **Article 3 – Costs**

It is further agreed that before incurring any expenses for which one of the Institutions may require reimbursement as a result of providing assistance under

the terms of this Agreement, the Institution anticipating that certain expenses may require reimbursement shall obtain the approval of the other Institution to incur any such expenses.

Subject to the above provision, or unless expressly otherwise agreed to by both Institutions, each Institution shall assume the cost of carrying out its obligations under this Agreement.

#### **Article 4 – Effectiveness, term and termination**

This Agreement shall be effective on the date of its signature.

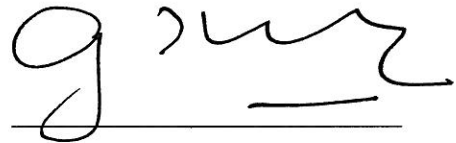
Either Institution may terminate this Agreement – in writing – at any time, for whichever reasons – subject to one month’s notice.



For and on behalf of  
The Cairo Regional Centre for International  
Commercial Arbitration (CRCICA)  
Dr. Mohamed I.M. Aboul-Enein  
Director of the Centre

In:

On:



For and on behalf of  
The Belgian Center for Arbitration and  
Mediation (CEPANI)  
Mr. Guy KEUTGEN  
Chairman of CEPANI

In:

On:

*Brussels*  
*June 1<sup>st</sup> 2006*