



TANZANIA INSTITUTE
OF ARBITRATORS

ARBITRATION RULES
2022 EDITION

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1. SCOPE OF APPLICATION

1.1. The Tanzania Institute of Arbitrators (TIArb) is a professional body which provides services for the fair resolution of commercial disputes through Alternative Dispute Resolution (ADR) mechanisms, by an impartial tribunal without unnecessary delay and expenses.

1.2. These Rules apply to disputes arising from domestic and international contracts provided necessary safeguards made particularly with regard to the law governing the arbitral process.

General Principles

2.1. Generally, the parties should be free to agree on how their disputes are to be resolved, subject only to such safeguards as are necessary in the public interest. However, a decision to use these Rules mandatorily binds the parties to their requirements.

2.2. Matters not covered in the Rules shall be subject to the agreement of the parties and the laws of the United Republic of Tanzania in the case of disputes arising out of or in connection with domestic contracts or in accordance with the law agreed by the parties in case of disputes arising out of or in connection with international contracts.

Model Arbitration Clause

3.1. The following Model Arbitration Clause may be adopted by the parties:

“Any dispute, controversy, claim or difference of any kind whatsoever arising out of or relating to this agreement between the parties in relation to anything or any matter arising out of or in connection with this agreement shall be referred to arbitration administered by the Tanzania Institute of Arbitrators (TIArb) in accordance with the TIArb Arbitration Rules in force at the time of the commencement of arbitration.”

3.2. If the contract does not contain an existing agreement between the Parties to arbitrate, and the Parties have agreed to arbitrate in accordance with the TIArb Arbitration Rules by way of a submission agreement, or wish to substitute an existing arbitration clause for one referring the dispute to

arbitration under the TIArb Arbitration Rules, the Parties may adopt the following Model Submission Agreement:

“The Parties hereby agree to refer any dispute, controversy, difference or claim arising out of or relating to the contract dated [Insert date], including the performance, breach, termination or invalidity thereof, as well as any non-contractual claims, to be finally determined by arbitration. Such arbitration shall be administered by the TIArb in accordance with the TIArb Arbitration Rules in force at the time of the commencement of the arbitration.”

3.3. These Rules shall come into force on 1st August 2022 and, unless otherwise agreed by the parties, shall apply to any arbitration which is commenced on or after that date.

Guide and Definitions

4.1. The English text of the TIArb Arbitration Rules prevails over other language versions.

4.2. All references in the TIArb Arbitration Rules to the singular shall include the plural, where applicable, and vice versa.

4.3. All personal pronouns in the TIArb Arbitration Rules, whether used in the masculine, feminine, or neutral gender, shall include all other genders.

4.4. Definitions used in the TIArb Arbitration Rules:

“Arbitrator” means an arbitrator appointed in accordance with these Rules. It can be a sole arbitrator or arbitral tribunal;

“Arbitral Tribunal” includes a sole arbitrator, or a panel of arbitrators appointed in accordance with these Rules, including an emergency arbitrator, save where explicitly distinguished;

“Award” means a decision made by the Arbitral Tribunal and includes a final award, partial award, interim award, consent award, default award, emergency award, and any award on costs or interest but does not include interlocutory orders;

“Communication” means any written notice, correspondence, pleading, witness statement, expert report, submission or other document delivered during the course of the arbitral proceedings, including a procedural order; that communication can be transmitted electronically;

“Final Award” means an award made by the Arbitral Tribunal, including a partial or additional award, which finally determines an issue in dispute in the proceedings;

“Party” means a party or parties to an arbitration agreement or, in any case where an arbitration does not involve all parties to the arbitration agreement, means a party or parties to the arbitration;

“Procedural Order” means a direction from the Arbitral Tribunal that relates to the conduct of the proceedings, including the setting out of any procedural timelines or any extensions thereof;

“Rules” means the Arbitration Rules of the Tanzania Institute of Arbitrators (2022 Edition);

“TIArb” means the Tanzania Institute of Arbitrators;

“Virtual Proceedings” means the use of technology to remotely participate in the arbitral proceedings, including attending or appearing at meetings, conferences, deliberations or hearings by using a video conferencing platform, telephone or any other appropriate means.

5. REQUEST FOR ARBITRATION

5.1. The party or parties initiating recourse to arbitration (hereinafter called the “claimant”) should communicate to the other party or parties (hereinafter called the “respondent”) a notice of arbitration;

5.2. Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.

5.3. Any party wishing to commence arbitration under the TIArb Rules (the “Claimant”) shall deliver to TIArb a written request for arbitration (the “Request”), containing or accompanied by or shall include:-

5.3.1. a demand that the dispute be referred to arbitration:

5.3.2. the names and addresses of all the parties to the dispute and their representatives;

5.3.3. identification of the arbitration agreement or submission agreement that is invoked;

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- 5.3.4. identification of any contract or other legal instrument out of or, in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
- 5.3.5. a brief statement of the claim and circumstances of the dispute and indication of the amount in dispute;
- 5.3.6. the relief or remedy sought;
- 5.3.7. a statement of any matters on which the parties have previously agreed as to the conduct of the arbitration; and
- 5.3.8. a proposal as to the number of arbitrators, applicable rules and law, language and seat of arbitration, if the parties have not previously agreed on such.

6. RESPONSE TO THE REQUEST FOR ARBITRATION

- 6.1. Within 30 days of the receipt of the Request for arbitration, the Respondent shall deliver to the Claimant a response to the Request for arbitration, which shall include:
- 6.1.1. the name and contact details of the Respondent and its representatives;
- 6.1.2. a response to the statements and claims made in the notice of arbitration; and
- 6.1.3. a brief statement describing the nature and circumstances of any counterclaim or set-off, specifying the relief or remedy sought and, where possible, an indication of the amount of any counterclaim or set-off.
- 6.2. The constitution of the Arbitral Tribunal shall not be hindered by any controversy with respect to the Respondent's failure to deliver a response to the Request for arbitration, or any delay or deficiencies in the response to the Request for arbitration, which shall be finally resolved by the Arbitral Tribunal.

7. FILING OF ARBITRATION WITH TIArb

7.1. The registration of an arbitration under the TIArb Arbitration Rules shall be effected by a party's submission to the TIArb of a request to register the arbitration ("Filing Request"), that:

7.1.1. a copy of the notice of arbitration, as described in Rule 5, accompanied by a statement confirming the date it was delivered to the Respondent or proof of such delivery;

7.1.2. a copy of the response to the notice of arbitration, as described in Rule 6, if any;

7.1.3. proof of payment of the non-refundable registration fee, as prescribed in Schedule 2;

7.2. A Filing Request may be submitted to the TIArb at any time after the Request for arbitration has been delivered to the Respondent.

7.3. The date on which the TIArb receives the filing request shall be treated as the date on which the arbitration was registered under the TIArb Arbitration Rules.

7.4. The TIArb shall confirm the registration of the arbitration and notify the parties of the date of commencement of the arbitration, the latter being the date the request for arbitration was delivered to the Respondent.

8. APPOINTMENT OF THE ARBITRAL TRIBUNAL

8.1. On accepting a Request, TIArb shall communicate to the Claimant the List of the Panel of Arbitrators.

8.2. On receipt of the List, the Claimant shall select three (3) names from the list and shall submit these three (3) names to the TIArb within seven (7) days of the receipt of the list.

8.3. After conflict checks and confirming the availability of the three (3) names, TIArb shall request the Respondent to select one (1) out of the three (3) names submitted within fourteen (14) days of receipt of the selected names.

8.4. If the Respondent is not in agreement with all of the three (3) names or he/she does not respond within the said 14 days, then the Claimant may request the President of the Institute to appoint an arbitrator who shall not be one of the names proposed by the Claimant in the first place.

8.5. If the arbitration is complicated in nature each party shall nominate one (1) Arbitrator from the approved list and the party appointed arbitrators shall appoint an umpire/ chairman.

8.6. The selection of the umpire or presiding arbitrator, will, as far as possible, have regard to the nature of the contract and circumstances of the dispute.

8.7. If any arbitrator or umpire, after appointment dies, refuses, fails or in the opinion of the TI Arb becomes unable or unfit to act, the TI Arb will, upon request from any of the parties appoint another arbitrator or umpire in his place.

8.8. When appointing arbitrators, the President shall consider the nature and circumstances of the dispute, the applicable law, the seat and language of the arbitration and the nationality of the parties.

9. DUTIES OF THE ARBITRAL TRIBUNAL

9.1. The Arbitral Tribunal in conducting the arbitral proceedings under the TI Arb Arbitration Rules, shall be, and remain at all times impartial and independent, and conduct itself in accordance with the TI Arb Code of Conduct 2021.

9.2. The Arbitral Tribunal shall adopt procedures suitable to the circumstances of each particular case, avoiding unnecessary delay and expense, so as to provide a fair means for the resolution of the matters filed to be determined.

9.3. The Arbitral Tribunal has a continuing obligation to disclose, to be undertaken without delay, from the time of the arbitrator's appointment.

9.4. Prior to accepting an appointment or a nomination, a prospective arbitrator shall consider whether he has the capacity, including sufficient competency and availability, to determine the case in a prompt and efficient manner.

10. DUTIES OF THE PARTIES

10.1. The parties shall do all things necessary for the proper and expeditious conduct of the proceedings. This may include:

10.1.1. Taking without delay any necessary steps to obtain a decision of the court on question of jurisdiction or law;

10.1.2. Complying without delay with any order or direction of the Arbitral Tribunal;

10.1.3. The parties are free to agree to confer any other additional powers to the Arbitral Tribunal for the purposes of and in relation to the proceedings.

11. RELEASE FROM APPOINTMENT

11.1. A party may challenge any arbitrator 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 qualification agreed by the parties.

11.2. A party may challenge an arbitrator it has appointed, or in whose appointment it has participated, only for reasons it becomes aware of after the appointment was made.

11.3. A party wishing to challenge an arbitrator shall submit a written statement to the Secretariat stating the reasons for the challenge, within 21 days from the date the circumstances giving rise to the challenge became known to the party. Failure to challenge an arbitrator within the stipulated time constitutes a waiver of the party's right to make the challenges.

11.4. The Secretariat shall notify the parties and the arbitrator of the challenge and give them an opportunity to submit comments.

11.5. If the other party agrees to the challenge, the arbitrator shall resign. In all other cases, the Council shall take the final decision on the challenge.

12. RELEASE FROM APPOINTMENT

12.1. The Council shall release an arbitrator from appointment where:

12.2. The Council accepts the resignation of arbitrator;

12.3. A challenge to arbitrator under Rule 11 is sustained; or

12.4. The arbitrator is otherwise unable or fails to perform the arbitrator's functions.

12.5. Before the Council releases an arbitrator, the Secretariat may give the parties and the arbitrators an opportunity to submit comments.

13. REPLACEMENT OF AN ARBITRATOR

13.1. In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in rule 8 and 11 that is applicable to the appointment or choice of the arbitrator being replaced.

13.2. In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of him performing his functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in the preceding articles shall apply.

13.3. If any member of an Arbitral Tribunal, after appointment dies, refuses, fails or in the opinion of the TI Arb becomes unable or unfit to act, the TI Arb will, upon request from any of the parties appoint another arbitrator or umpire in his place.

13.4. If the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the TI Arb.

14. REPRESENTATION

14.1. Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to all parties and to the Arbitral Tribunal. Such communication must specify whether the appointment is being made for purposes of representation or assistance.

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

15. COMMUNICATION BETWEEN PARTIES AND ARBITRATOR

15.1. In the following Rules, the expression ‘the arbitrator’ includes all the arbitrators where more than one has been appointed.

15.2. All parties shall communicate directly with the arbitrator unless he directs otherwise.

15.3. Where the TI Arb, on behalf of the arbitrator, sends any communication to one party, a copy to each of the other parties shall also be sent.

15.4. Where any party sends any communication to the arbitrator, then shall also send copies to all the other parties (including the TI Arb) and confirm to the arbitrator that he has done so.

15.5. The addresses of the parties for the purpose of all communications during the proceedings shall be those set out in the Request for or Notification of Arbitration, or such other addresses as the parties shall later agree or as any party concerned shall at any time notify to the arbitrator and to all the other parties and TI Arb.

16. PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

16.1. The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement having regard to the following principles:

16.1.1. An arbitration agreement that forms part of a contract shall be treated as an agreement independent of the other terms of the contract; and

16.1.2. A decision by the Arbitral Tribunal that the contract is void shall not automatically invalidate the arbitration agreement.

16.2. A plea that the Arbitral Tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, where a counterclaim or a set-off have been raised, in the defence to the counterclaim or in the defence to the set-off.

16.3. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the Arbitral Tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The Arbitral Tribunal may, in either case, admit a later plea if it considers the delay justified.

16.4. The Arbitral Tribunal may rule on a plea referred to in Rule 14.2 or Rule 14.3 either as a preliminary question or in an Award.

16.5. The Arbitral Tribunal may continue the arbitral proceedings and make an Award, notwithstanding any pending challenge to its jurisdiction before a court or other judicial authority.

17. CONDUCT AND POWERS OF THE ARBITRAL TRIBUNAL

17.1. The arbitral tribunal shall after consulting the Parties, conduct the arbitration in such a manner as it deems necessary to ensure the just, expeditious, economical and final determination of the dispute, provided always that the Parties are treated with equality and are given reasonable opportunity to present their case.

17.2. The Arbitral Tribunal may, at any time, after consulting the Parties, vary existing Procedural Orders, including extending or abridging any time limits prescribed and issue further Procedural Orders.

17.3. The Arbitral Tribunal may, at any stage of the arbitration, appoint or remove a tribunal secretary or request the Executive Secretary to appoint a tribunal secretary, as the case may be, after consulting the Parties.

17.4. In conducting the arbitral proceedings, the powers that may be exercised by the Arbitral Tribunal include but are not limited to:

17.4.1. determining the rules or law applicable to the substance of the dispute and the law governing the arbitration agreement in the absence of any agreement by the Parties;

17.4.2. determining the language of the arbitral proceedings in the absence of any agreement by the Parties;

17.4.3. conducting case management meetings with the Parties, in person or virtually, to discuss the procedures most appropriate and efficient for the case;

17.4.4. directing the order of proceedings, including, but not limited to, setting the timetable for submissions, determining the number of written submissions, bifurcating proceedings, limiting or excluding irrelevant testimony or other evidence or materials, and directing the Parties to focus their submissions on issues in respect of which a decision may dispose of all or part of the case;

17.4.5. making necessary enquiries on the existence of third-party funding arrangements, including the third-party funder's economic interest in the outcome of the arbitral proceedings, and directing the Parties to disclose the existence of such arrangements, as well as any change in circumstances throughout the course of the arbitral proceedings;

17.4.6. limiting or extending the time available for each Party to present its case;

17.4.7. conducting such enquiries as may appear to the Arbitral Tribunal to be necessary or expedient, including whether and to what extent the Arbitral Tribunal shall itself take the initiative in identifying relevant issues applicable to the dispute;

conducting enquiries by inviting the Parties to make their respective submissions on such issues;

17.4.8. ordering the Parties to make any property, goods or sites in their possession or control, which the Arbitral Tribunal deems relevant to the case, available for inspection;

17.4.9. ordering any Party to produce any documents in its possession or control which the Arbitral Tribunal deems relevant and material to the case, and to supply these documents or their copies to the Arbitral Tribunal and to the other Parties;

17.4.10. deciding whether or not to apply any rules of evidence or otherwise determine the admissibility, relevance, materiality and weight of any evidence or material tendered by a Party on any issue of fact or expert opinion, and to decide the time, manner and form in which such evidence or material shall be exchanged between the Parties and presented in the arbitral proceedings;

17.4.11. ordering and awarding the costs of the arbitration and any legal costs, including the proportion of costs to be borne by each of the Parties having regard to the circumstances of the case, and without prejudice to the costs, in principle, being borne by the unsuccessful Party; and

17.4.12. awarding simple or compound interest from such date, at such rate and with such rest as the Arbitral Tribunal considers appropriate, for any period ending no later than the date of payment on the whole or any part of:

17.4.12.1. any sum which is awarded by the Arbitral Tribunal in the arbitral proceedings;

17.4.12.2. any sum which is in issue in the arbitral proceeding but is paid before the date of the Award; or

17.4.12.3. costs awarded or ordered by the Arbitral Tribunal in the arbitral proceedings.

18. SEAT OF ARBITRATION

18.1. The parties may agree in writing the seat (or legal place) of their arbitration at any time before the formation of the Arbitral Tribunal and, after such formation, with the prior written consent of the Arbitral Tribunal.

18.2. In default of any such agreement, the seat of the arbitration shall be Dar es Salaam Tanzania, unless and until the Arbitral Tribunal orders, in view of the circumstances of the case and after having given the parties a reasonable opportunity to make written comments to the Arbitral Tribunal, that another arbitral seat is more appropriate.

18.3. If any hearing is to be held in person, the Arbitral Tribunal may hold such hearing at any convenient geographical place in consultation with the parties. If the Arbitral Tribunal is to meet in person to hold its deliberations, it may do so at any geographical place of its own choice. If such place(s) should be elsewhere than the seat of the arbitration, or if any hearing or deliberation takes place otherwise than in person (in whole or in part), the arbitration shall nonetheless be treated for all purposes as an arbitration conducted at the arbitral seat and any order or award as having been made at that seat.

18.4. The law applicable to the Arbitration Agreement and the arbitration shall be the law applicable at the seat of the arbitration, unless and to the extent that the parties have agreed in writing on the application of other laws or rules of law and such agreement is not prohibited by the law applicable at the arbitral seat.

19. SUBMISSION OF PLEADINGS

19.1. The arbitrator at any time shall fix the date for submission of pleadings.

19.2. Within 14 days of notification of appointment of the arbitrator the Claimant shall send to the arbitrator a Statement of Claim setting out in sufficient details:

- 19.2.1. the factual and legal basis that the Claimant relies on;
- 19.2.2. Any evidence the Claimant relies on; and
- 19.2.3. The specific reliefs sought.

19.3. Within 21 days of receipt of the Statement of Claim or a period as may be determined by the arbitrator, the Respondent shall send to the arbitrator a Statement of Defence stating in sufficient detail:

- 19.3.1. any objections concerning the existence, validity or applicability of the arbitration agreement;
- 19.3.2. the factual and legal basis the Respondent relies on;
- 19.3.3. any counterclaim or set-off and the grounds on which it is based; and
- 19.3.4. Any evidence the Respondent relies on.

19.4. Within 7 days of receipt of the Statement of Defence or a period as may be determined by the arbitrator, the Claimant may send the arbitrator a Reply with defence to the counterclaim.

19.5. Where there is a counterclaim, the Claimant shall send the arbitrator a Statement of Defence to it within 7 days of its receipt to which the Respondent may reply within a further 7 days of receipt.

19.6. All Statement of Claim, defence and reply shall be accompanied by copies or a list if they are especially voluminous, of all essential documents on which the party concerned relies on and which have not previously been submitted by any party and where practicable by any relevant submission.

19.7. After the submission of all the statements, the arbitrator will give directions for the further conduct of the arbitration.

20. WITNESSES

20.1. The provisions of this Rule 10 shall apply to any fact or expert witness on whose evidence a party relies.

20.2. Before any hearing, the Arbitral Tribunal may order any party to give written 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.

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

20.4. The Arbitral Tribunal may decide the time, manner and form in which these written materials shall be exchanged between the parties and presented to the Arbitral Tribunal; and it may allow, refuse or limit the written and oral testimony of witnesses.

20.5. The Arbitral Tribunal and any party may request that a witness, on whose written testimony another party relies, should attend for oral questioning at a hearing before the Arbitral Tribunal. If the Arbitral Tribunal orders that other party to secure the attendance of that witness and the witness refuses or fails to attend the hearing without good cause, the Arbitral Tribunal may place such weight on the written testimony or exclude all or any part thereof altogether as it considers appropriate in the circumstances.

20.6. Subject to the mandatory provisions of any applicable law, rules of law and any order of the Arbitral Tribunal otherwise, it shall not be improper for any party or its authorised representatives to interview any potential witness for the purpose of presenting his or her testimony in written form to the Arbitral Tribunal or producing such person as an oral witness at any hearing.

20.7. Subject to any order by the Arbitral Tribunal otherwise, any individual intending to testify to the Arbitral Tribunal may be treated as a witness notwithstanding that the individual is a party to the arbitration or was, remains or has become an officer, employee, owner or shareholder of any party or is otherwise identified with any party.

20.8. Subject to the mandatory provisions of any applicable law, the Arbitral Tribunal shall be entitled (but not required) to administer any appropriate oath or affirmation to any witness at any hearing, prior to the oral testimony of that witness.

20.9. Any witness who gives oral testimony 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 at any stage of such testimony.

21. HEARINGS

21.1. The arbitrator may at any time fix the date; time and place of meetings and hearings in the arbitration, and the arbitrator will give all the parties adequate notice of these. Subject to any adjournment which the arbitrator allows, the final hearing will be continued on successive working days until it is concluded. The hearing can be through written submission or oral presentation or both.

21.2. All meetings and hearings will be in camera unless all the parties require otherwise. Other people may be granted permission to attend as observers upon request.

21.3. In the absence of an agreement by the parties, the arbitrator shall determine the language or languages of the arbitration, due regard being given to all relevant circumstances including the language of the contract, language or languages of the parties and of the witnesses and may make provisions for interpretation and translation.

21.4. Any party may be represented by a legal practitioner or any other representative. At any time after the commencement of Arbitration, the Arbitral tribunal or the Secretariat may require proof of authority of any representative.

22. EXPEDITED PROCEEDINGS

22.1. Where the value of all matters in dispute between the parties does not exceed Tanzanian Shillings Fifteen Million (TZS 15, 000, 000/-) and upon application by the parties;

- 22.1.1. The TIArb will appoint a sole Arbitrator;
- 22.1.2. The arbitrator may determine the dispute at an informal hearing attended by all the parties;
- 22.1.3. Alternatively, the arbitrator may determine the dispute on the documents submitted to him by the parties voluntarily or on his direction, without any hearing.

23. INTERIM AND CONSERVATORY MEASURES

23.1. The Arbitral Tribunal shall have the power upon the application of any party, after giving all other parties a reasonable opportunity to respond to such application and upon such terms as the Arbitral Tribunal considers appropriate in the circumstances:

- 23.1.1. to order any respondent party to a claim, counterclaim or cross-claim to provide security for all or part of the amount in dispute, by way of deposit or bank guarantee or in any other manner;
- 23.1.2. to order the preservation, storage, sale or other disposal of any monies, documents, goods, samples, property, site or thing under the control of any party and relating to the subject- matter of the arbitration; and
- 21.1.2. to order on a provisional basis, subject to a final decision in an award, any relief which the Arbitral Tribunal would have power to grant in an award, including the payment of money or the disposition of property as between any parties.
- 21.2. Any interim measure granted shall take the form of an order, with reasons given, or an Award, as the Arbitral Tribunal or Emergency Arbitrator considers appropriate.
- 21.3. A request for interim measures addressed by any Party to a court or other judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

23. DELIVERY OF AWARD

23.1. The Arbitral Tribunal shall deliver sufficient originals of the Award to the TIArb for authentication.

23.2. The TIArb shall notify the Parties of its receipt of the Award from the Arbitral Tribunal which shall only be released to the Parties by the TIArb upon full settlement of the costs of the arbitration, including any government or statutory imposed taxes or other charges where applicable.

23.3. The Award shall be delivered by the TIArb to the Parties and shall be deemed to have been delivered on the day of the Parties' earliest receipt by email, collection by hand or registered mail.

24. INTERPRETATION, CORRECTION OR ADDITIONAL AWARD

24.1. Interpretation of the Award

24.1.2. Within 30 days after the receipt of the award, a party, with notice to the other parties, may request that the arbitral tribunal give an interpretation of the award.

24.1.3. The interpretation shall be given in writing within 45 days after the receipt of the request. The interpretation shall form part of the award and the provisions of the form of Final Award shall apply.

24.2. CORRECTION OF THE AWARD

24.2.2. The Arbitral Tribunal may make any correction to the Award in respect of any clerical, typographical or computational error, or any error or omission of a similar nature:

24.2.2.1. on its own initiative within 30 days after delivery of the Award to the Parties and the TIArb; or

24.2.2.2. upon the request of any Party within 30 days of the Party's receipt of the Award if it considers such request justified.

24.2.3. Any corrections made by the Arbitral Tribunal shall be in writing and, where set out in a separate document, shall form part of the Award and be delivered to the Parties and the TIArb as soon as practicable.

24.3. Additional Award

- 24.3.2. Within 30 days after the receipt of the termination order or the award, a party, with notice to the other parties, may request the arbitral tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.
- 24.3.3. If the arbitral tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 60 days after the receipt of the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.

25. DISAGREEMENT OF ARBITRATORS

- 25.1. Where there is more than one arbitrator and the parties have agreed that there is to be an umpire, decisions, orders and Awards shall be made by the arbitrators unless and until they cannot agree on a matter relating to the arbitration.
- 25.2. In the event the Arbitral Tribunal cannot agree, the umpire shall replace them as the Arbitrator with power to make decisions, orders and awards as if he were sole arbitrator.

26. COSTS

- 26.1. The arbitral tribunal shall fix the costs of arbitration in the final award and, if it deems appropriate, in another decision.
- 26.2. The term “costs” includes only:
 - 26.2.2. The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with Schedule of Fees;
 - 26.2.3. The reasonable travel and other expenses incurred by the arbitrators;
 - 26.2.4. The reasonable costs of expert advice and of other assistance required by the Arbitral Tribunal;
 - 26.2.5. The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the Arbitral Tribunal;

26.2.6. The legal and other costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;

26.2.7. Any fees and expenses of the TIArb in administering the arbitration.

26.3. In relation to interpretation, correction or completion of any award under rule 24, the arbitral tribunal may charge the costs referred to in r.26.2.2 to 26.2.4 but no additional fees

27. DEPOSITS

27.1. From the commencements of the arbitration, all the parties shall be jointly and severally liable to the TIArb and Arbitral Tribunal for the costs of arbitration.

27.2. The arbitral tribunal, on its establishment, may request the parties to deposit an equal amount as an advance for the costs referred to in Rule 26 above. During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.

27.3. Once the request for the deposit is made by the Arbitral Tribunal, the TIArb will require all the parties to deposit equal sums of money before the start of the proceedings. The total amount of the deposit will be based on the estimated time required by the arbitrator to arrive at an Award. These Awards (costs) will be adjusted accordingly in the cost of the arbitration which will be included in the award.

27.4. The arbitrator's fees will be paid by depositing it at TIArb's client account and that such fee will be calculated by reference to the work done by him in connection with the arbitration and will be charged at rates appropriate to the particular circumstance of the case including its complexity and any special qualifications of the arbitrator. The rate shall be established, reviewed and published by the TIArb from time to time.

27.5. The parties shall pay by depositing administrative costs to TIArb in accordance with the Schedule of Fees set out in Part II of these Rules but do not include expenses as listed in Rule 26.2.

27.6. Specific outgoing expenses incurred by the TIArb or the arbitrator in connection with the arbitration such as travel, subsistence, hire of venue, postage, telex, cable, telephone, copying, recording and transcribing services, reports of experts and advisors and any other items shall be charged at cost.

27.7. The arbitrator will specify the total amount of the costs of the arbitration in his award. Unless all the parties shall agree otherwise, he will determine - in the exercise of his absolute and unfettered discretion - which party shall pay them and whether any party shall pay all or part of any other costs incurred by any other party.

27.8. If the required deposits are not paid in full within 30 days after the receipt of the request, the arbitral tribunal shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.

28. PAYMENT AND COLLECTION OF FINAL AWARD

28.1. After notification by the Tanzania Institute of Arbitrators, any party may take up the award upon payment to the TIArb of all or any costs of the arbitration then still outstanding.

28.2. If the award has not been taken up within one month of the notification, the TIArb may by action recover all outstanding costs of the arbitration from any or all of the parties.

28.3. If the arbitrator has determined that all or any part of the costs of the arbitration shall be paid by any party other than a party which has already paid them, that party shall have the right to recover the appropriate amount from that other party.

29. ABANDONMENT OR SUSPENSION OF PROCEEDINGS

29.1. The Arbitral Tribunal shall suspend the proceedings by agreement of the Parties or otherwise.

29.2. If the arbitration is abandoned, suspended, by agreement or otherwise, before the Final Award is made, the parties shall pay to the costs of the arbitration incurred up to that time proportions as between them as they shall agree on, failing agreement, as the arbitrator shall determine.

30. SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

30.1. If the Parties reach a settlement after the arbitration has commenced, the Arbitral Tribunal shall, upon the request of the Parties, record the settlement in the form of a Consent Award, provided always that the Arbitral Tribunal finds the dispute arbitrable and the settlement genuine and within its jurisdiction.

30.2. If the Parties do not request a Consent Award, the parties shall inform the TI Arb that a settlement has been reached and the Arbitral Tribunal shall issue an order for the termination of the proceedings.

30.3. If, prior to the delivery of the Final Award, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason other than the Parties' agreement to settle the dispute, the Arbitral Tribunal shall, after consulting the Parties, issue an order for the termination of the arbitral proceedings, in whole or in part, if it considers such termination appropriate.

31. DEFAULT

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

31.1.2. The claimant has failed to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;

31.1.3. The respondent has failed to communicate its response to the notice of arbitration or its statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations; the provisions of this subparagraph also apply to a claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.

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

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

32. CONFIDENTIALITY

32.1. Unless otherwise agreed to by the Parties, all matters relating to the arbitral proceedings shall be kept confidential, save where disclosure is necessary for the implementation and enforcement of the Award or, to the extent that disclosure may be required of a Party by a legal duty, to protect or pursue a legal right or to challenge an Award in legal proceedings before a court or other judicial authority.

32.2. For purposes of this Rule, “matters relating to the arbitral proceedings” means the existence of the proceedings, the deliberations of the Arbitral Tribunal, the pleadings, evidence, and other materials and documents produced in the arbitral proceedings, as well as any Award, save where such is in the public domain.

33. FACILITIES AND ADDITIONAL SERVICES

33.1. The TIArb may, at the request of the Arbitral Tribunal or either Party, make available or arrange for facilities and additional services in the conduct of the arbitral proceedings as required.

33.2. The facilities and additional services may include suitable accommodation, catering or refreshments for sittings of the Arbitral Tribunal, tribunal secretary services, transcription services, in-person hearing facilities, interpretation services, and virtual hearing facilities.

33.3. The costs of such additional facilities and services shall be borne in equal shares by the Parties, unless otherwise agreed to by the Parties or ordered by the Arbitral Tribunal.

34. EXCLUSION OF LIABILITY

34.1. Neither the TIArb nor the arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules save that the arbitrator, shall be liable for the consequences of any conscious and deliberate wrongdoing in his own part.

34.2. After the Award has been made, any accidental mistake or omission corrected, the arbitrator shall be under no obligation to make any statement to any person about any matter concerning the arbitration, nor shall any party seek to make him a witness in any legal proceeding arising out of the arbitration.

SCHEDULES

(Made under Rule 5)

Schedule 1

TIArb Filing Form

This Filing Form shall be accompanied with the Request for Arbitration / Notice of Arbitration.

Requesting Party:		Individual, Company, Organization
Full contact details		
Respondent Party		Individual, Company, Organization
Full contact details		
Type of Dispute		Number of Arbitrators
Relief Sought		
Filing Fee		Claimed amount

In the space below, please provide a description of the issues you would like to address in arbitration. Include a detailed summary of what has occurred, the name(s), the relevant date(s), and the name(s) and title(s) of all individuals involved. Also, describe steps you've already taken to resolve these issues.

Signature: _____ Date: _____

Schedule 2

(Made under Rule 26)
SCHEDULE OF ARBITRATION FEES AND COSTS

S/N	SPECIFICATION	DOMESTIC	INTERNATIONAL
	A non-refundable registration fee	TZS 500,000/=	USD 300
	TIArb's administrative cost	Add 20% charged from the Arbitrator's fee	Add 20% charged from the Arbitrator's fee

Arbitrators' costs and fees

1. The amount of fees to be paid to each arbitrator is fixed on the basis of the work done by the arbitrator, complexity of the task and time reasonably devoted to the task. In principle, the following hourly fees shall be used:

FEES FOR DOMESTIC ARBITRATION		FEES FOR INTERNATIONAL ARBITRATION	
Disputed sum (in TZS)	Fees (in TZS)	Disputed sum (in USD)	Fees (in USD)
Up to 30,000,000	230,000	Up to 15,000	110
Up to 30,000 to 80,000,000	300,000	Up to 15,000 to 40,000	140
Up to 80,000,000 to 200,000,000	350,000	Up to 40,000 to 80,000	170
Up to 200,000,000 to 500,000,000	500,000	Up to 80,000 to 240,000	250
Above 500,000,000	600,000	Above 240,000	300

2. When the amount disputed is not declared or there is no value in dispute, the arbitrator and the parties may agree on hourly fee or lump sum fee which shall be communicated to TIArb within 60 days from the date of first preliminary meeting. If such agreement is not forthcoming, TIArb shall make a final decision on the fees upon request by either party and the decision shall be final and binding on all parties involved.

3. If circumstances make this necessary, the arbitrator and the parties may fix the amount of the total fee at a sum lower or higher than that which would be calculated on the basis of the hourly rate mentioned above. The main ground which may be taken into consideration in case of increase or reduction of the fees is the complexity of the dispute.

4. The above fees shall also apply in cases conducted by a panel of three arbitrators.

5. The above fees shall be deposited in TI Arb's designated bank account.

Reimbursements: In addition to the payment of fees, an arbitrator will be justified in requesting the reimbursement of his/her costs upon presentation of receipts as follows:

Air travel: up to 2500 km per journey: price of an economy class ticket (determined by the TIARB); more than 2500 km: price of a business class ticket (determined by the TIARB);

Travel by train: price of a first class return ticket;

Travel by car: TZS 2000 per kilometre

Hotel accommodation: Price of a hotel room, medium to luxury category, up to a maximum of TZS 300,000 per night;

Meals: maximum of TZS 40,000 per day. In the absence of receipts, any telephone, fax, postage, photocopying or other secretarial costs are reimbursed, up to a maximum of TZS 100,000 per arbitrator per case.

General Provisions

1. If an arbitrator does not file a summary of his work and time spent on the case, or the receipts for the reimbursement of his expenses within 30 days from the notification of the final award, he is deemed to have waived his costs and fees and the TI Arb or parties are entitled not to pay him any indemnity.

2. Taxes shall be paid according to the law.

Advance Payment

The Arbitrator or TI Arb may request for reasonable deposit on fees and costs from the parties at the commencement of, and or before finalization of the Arbitration. The deposit shall be taken into account in the final costs assessment payable as determined by the Tribunal in the final award.

Payment Period

Fees or deposit on fees shall be made within 30 days from the date of order or claim/invoice.

This Schedule of Fees in respect of Arbitration proceedings under the Tanzania Institute Arbitration Rules shall come into effect on **3 August 2022**.

Madeline Kimei
President,
Tanzania Institute of Arbitrators

**TANZANIA INSTITUTE
OF ARBITRATORS**

**ARBITRATION RULES
2022 EDITION**



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