SECTION 1 – INTRODUCTORY RULES

Article 1 – Scope of application

1. Where Parties to a contract have agreed in writing that disputes in relation to that contract shall be referred to arbitration under the Rules of the Lagos Chamber Arbitration Centre (the Centre), then such disputes shall be settled in accordance with these Rules subject to such modification as the Parties may agree in writing. These Rules and any amendment thereof shall apply in the form obtaining at the time the arbitration is initiated. These Rules shall govern the arbitration except that where any of the Rules are in conflict with a provision of the law applicable to the arbitration from which the Parties cannot derogate, that provision shall prevail.

Article 2 – Notification, Calculation of Periods of Time

1. For the purpose of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business.

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

Article 3 – Initiating Procedure

1. The Party initiating recourse to arbitration (hereinafter called the "claimant") shall serve on the Centre and give to the other Party (hereinafter called the "respondent) a notice of arbitration.

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

3. The notice of arbitration to the Centre shall include the following:

    a. A written request that the dispute be referred to arbitration;

    b. The names and addresses of the Parties;

    c. A reference to or a copy of the contract out of or in relation to which the dispute arises;

d. A brief statement describing the nature and circumstances of the dispute, and specifying the claims advanced by the claimant against respondent, indicating the amount involved, if any;

e. The relief or remedy sought;

f. A proposal as to the number of arbitrators (i.e. one or three), if Parties have not previously agreed thereon;

g. Where the arbitration agreement calls for Party nomination of arbitrator(s) full names, street and e-mail addresses, telephone and facsimile numbers (if any) of claimant's appointee(s) or nominee(s);

h. The notification of the appointment of an arbitrator;

i. The statement of claim (see Art. 5).

Article 4 – Multiple Parties

1. Where there are multiple Parties, whether as claimants or as respondents, and where the dispute is to be referred to three arbitrators, the multiple claimants, jointly, and the multiple respondents, jointly, shall each nominate an arbitrator for confirmation pursuant to Article 11.

2. In the absence of such a joint nomination and where all Parties are unable to agree to a method for the constitution of the Arbitral Tribunal, the Centre may appoint the members of the Arbitral Tribunal and shall designate one of them as chairman.

Article 5 – Statement of Claim

1. The statement of claim shall include the following particulars:

   a. The names and addresses of the Parties;

   b. A statement of the fact supporting the claim;

   c. The points at issue;

   d. The relief for remedy sought.

2. The claimant shall annex to his statement of claim all documents he deems relevant or may add a reference to the documents or other evidence he will submit.

Article 6 – Statement of Defence

1. Within a period of thirty days from date of receipt of amended claim, the respondent shall communicate his statement of defence in writing to the claimant and to each of the arbitrators with a copy of the Centre.

2. The statement of defence shall contain a brief statement describing the nature and circumstances of the counterclaims, and in particular, confirm or deny all or part of the claims advanced by the claimant and shall reply to the particulars (b) (c) and (d) of the statement of claim (Article 5 para 1). The respondent shall annex to his statement the documents on which he relies for his defence or shall add a reference to the documents or other evidence he will submit.

3. In his statement of defence, or at a later stage in the arbitral proceedings if the Arbitral Tribunal decides that the delay was justified under the circumstances, the respondent may make a counter-claim arising out of the same contract or rely on a claim arising out of the same contract for the purpose of a set-off.

4. The provisions of Article 5, paragraph 2, shall apply to a counter-claim and a claim relied on for the purpose of a set-off.

Article 7 – amendment of Claim or Defence

(1) If after filing of the claim a claimant desires to amend his claim, such amendment shall be made in writing and filed with the Centre and a copy thereof shall be given to the other Party. After the appointment of an arbitrator, however, no new or different claim may be submitted except with the consent of the arbitrator.

(2) If after the commencement of arbitral hearing either Party desires to amend or supplement his claim or defence, leave will be granted for such amendment of a claim or defence, unless the Arbitral Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other Party or any other circumstances. However, a claim or defence may not be amended in such a manner that the amended claim or defence falls outside the scope of the arbitration clause or separate arbitration agreement.

Article 8 – Representation and Assistance

1. The Parties may be represented or assisted by persons of their choice. The names and addresses of such persons must be communicated in writing to the other Party, copied the Centre; such communication must specify whether the appointment is being made for purposes of representation, assistance or even adviser.

SECTION II – THE ARBITRAL TRIBUNAL

Article 9 – Number of Arbitrators

1. If the Parties have not previously agreed on the number of arbitrators (i.e. one or three), and if within fifteen days after the receipt by the respondent of the notice of arbitration the Parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed by the Centre.

Article 10-13 – Appointment of Arbitrators

Article 10

1(a) If a sole arbitrator is to be appointed, either Party may propose to the other the names of one or more persons, one of whom should serve as the sole arbitrator. If the two Parties agree, such a person shall serve as a sole arbitrator.

(b) If within 30 days after receipt by a Party of a proposal made in accordance with paragraph 1 (a) the parties have not reached agreement on the choice of a sole arbitrator, the Centre shall appoint the sole arbitrator from its list of National Register of Arbitrators.

2. In making the appointment the Centre shall use the following list procedure, unless both Parties agree that the list-procedure should not be used or unless the Centre determines in its discretion that the use of the list-procedure is not appropriate for the case.

   a. At the request of one of the Parties the Centre shall communicate to both Parties a list containing at least three names chosen from its National Register of Arbitrators.

   b. Within fifteen days after the receipt of this list, each Party may return the list to the Centre after having deleted the name or names to which he objects and numbered the remaining names on the list in the order of his preference.

   c. After the expiration of the above period of time, the Centre shall appoint the sole arbitrator from among the names not deleted on the list returned to it and in accordance with the order of preference indicated by the Parties.

   d. If for any reason the appointment cannot be made according to this procedure, the Centre may exercise its discretion in appointing the sole arbitrator.

3. In making the appointment, the Centre shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account, where appropriate the advisability other than the nationalities of the parties.

Article 11

1. 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 tribunal.

2. If within thirty days after the receipt of a Party's notification of the appointment of an arbitrator the other Party has not notified the first Party of the arbitrator he has appointed, the first Party may request the Centre to appoint the second arbitrator and in doing so the Centre shall exercise its discretion in appointing the arbitrator.

3. If within thirty days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by the Centre in the same way a a sole arbitrator would be appointed under Article 10.

Article 12

1. When the Centre is requested to appoint an arbitrator pursuant to Article 10 or Article 11, the Party which makes the request shall send to the Centre a copy of the notice of arbitration, as provided in notice of arbitration in Article 3(3).

Articles (13 to 16) Challenge of Arbitrators

Article 13 – Independence of Arbitrator(s)

1. A prospective arbitrator shall disclose in writing to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, once appointed or chosen, shall disclose such circumstances to the Parties in writing unless they have already been informed by them of these circumstances.

Article 14 – Challenging the Arbitrator

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

2. A Party may challenge the arbitrator appointed by him only for reasons of which he became aware after the appointment has been made.

Article 15

1. A Party who intends to challenge an arbitrator shall send notice of his challenge to the Centre as well as to the other party and to the arbitrator who is challenged and to the other members of the Arbitral Tribunal within fifteen days after the appointment of the challenged arbitrator has been notified to the challenging Party or within fifteen days after the circumstances mentioned in Articles 14 and

15 became known to the Party. The notification shall be in writing and shall state the reasons for the challenge.

2. When an arbitrator has been challenged by one Party, the other Party may agree to the challenge.

3. In case of any challenge under Articles 14 and 15, the procedure provided in Articles 10-11 shall be used in full for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a Party had failed to exercise his right to appoint or to participate in the appointment.

Article 16

1. If the other Party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made by the Centre.

2. If the Centre sustains the challenge, a substitute arbitrator shall be appointed or chosen in accordance with the provisions of Articles 10-12.

Article 17 – Replacement of an Arbitrator

1. In the event of death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute Arbitrator shall be appointed or chosen in accordance with the procedure provided for in Articles 10 to 12 that was applicable to the appointment or choice of the arbitrator being replaced.

2. In the event that an arbitrator fails to act or for any reason finds it impossible to act, the procedure in respect of the challenge and replacement of an arbitrator as provided in the preceding articles shall apply.

Article 18 – Repetition of Hearings in the Event of the Replacement of an Arbitrator

If under Articles 16 and 17 the sole or presiding arbitrator is replaced, any hearings held previously shall commence de novo; if any other arbitrator is replaced, such prior hearings may commence de novo at the discretion of the Arbitral Tribunal.

SECTION III – ARBITRAL PROCEEDINGS

Article 19 – General Provisions

1. Subject to these Rules, the Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate, provided the Parties are treated with equality and that at any stage of the proceedings each Party is given a full opportunity of presenting his case.

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

3. All documents or information supplied to the Arbitral Tribunal by one Party shall at the same time be communicated by that Party to the other Party.

Article 20 – Place of Arbitration

1. Unless the Parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the Arbitral Tribunal, having regard to the circumstances of the arbitration.

2. The Arbitral Tribunal may determine the place of the arbitration within the country agreed by the Parties. It may hear witnesses and hold meetings for consultation among its members at any place it deems appropriate, having regard to the circumstances of the arbitration.

3. The Arbitral Tribunal may meet at any place it deems appropriate for the inspection of goods, other property or documents. The Parties shall be given sufficient notice to enable them to be present or represented at such inspection.

Article 21 - Language

1. Subject to any agreement by the Parties, the Arbitral Tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the statement of claim, the statement of defence, and any further written statements and, if oral bearings take place, to the language or languages to be used in such hearings. In default of such agreement or determination, the language of arbitration shall be English.

2. The Arbitral Tribunal may order that any documents annexed to the statement of claim or statement of defence and any supplementary documents or exhibits submitted in the course of proceedings, delivered in their original language shall be accompanied by a translation into the language of the arbitration.

Article 22 – Further Written Statements

The Arbitral Tribunal shall decide whether further written statements, in addition to the statement of claim and the statement of defence, shall be required from the Parties or may be presented by them and shall fix the period of time for communicating such statements. The period of time fixed by the Arbitral Tribunal for the communication of written statements (including the statement of claim and statement of defence) should not exceed 30 days. However, the Arbitral Tribunal may extend the time limits if it concludes that an extension is justified.

Article 23 – Jurisdiction of the A Arbitral Tribunal

1. The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objection to the initial or continuing existence, validity or effectiveness of the arbitration agreement. For that purpose, an arbitration clause which forms or was intended to form part of another agreement shall be treated as an arbitration agreement 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.

2. A plea by a respondent that the Arbitral Tribunal does not have jurisdiction shall be treated as having been irrevocably waived unless it is raised not later than the statement of defence and a like plea by a respondent to counter-claim shall be similarly treated unless it is raised not later than the statement of defence or counter-claim. A plea 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 plea shall also be treated as having been waived irrevocably. In any case the Arbitral Tribunal may nevertheless admit an untimely plea if it considers the delay justified in the particular circumstances.

3. The Arbitral Tribunal may determine the plea 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.

4. By agreeing to arbitration under these Rules, the Parties in so far as such waiver may be validly made, shall be treated as having agreed not to apply to any court or other judicial authority for any relief regarding the Arbitral Tribunal's jurisdiction or authority except with the agreement in writing of all Parties to the arbitration or the prior authorization of the Arbitral Tribunal or following the latter's award ruling on the objection to tis jurisdiction or authority.

Article 24- Pre-Hearing Conference

1. At the request of the Parties or at the discretion of the arbitrator a pre-hearing conference with the Parties or their representatives may be held in appropriate cases in order to arrange for an exchange of information and the stipulation of uncontested facts so as to expedite the arbitration proceedings.

Article 25 – Conduct of Proceedings

1. The Parties may agree on the conduct of their arbitral proceedings and they are encouraged to do so, consistent with the Arbitral Tribunal's general duties at all times:

   a. To act fairly and impartially as between all Parties;

   b. To adopt procedures suitable to the circumstances of the arbitration, avoiding unnecessary delay or expense, so as to provide a fair and efficient means for the final resolution of the Parties' dispute. Such agreements shall be made by the Parties in writing or recorded in writing by the Arbitral Tribunal at the request of and with the authority of the Parties.

2. Unless otherwise agreed by the Parties under Art. 26(1), the Arbitral Tribunal shall have the widest discretion to discharge its duties allowed under such rules 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.

3. In the case of a three-member Arbitral Tribunal, the Chairman may, with the prior consent of the other two arbitrators, make procedural rulings alone.

Article 26 - Evidence

1. The Arbitral Tribunal shall have the responsibility to determine the admissibility, relevance, materiality and weight of any evidence before it.

2. Each Party to a dispute shall therefore have the burden of proving the facts relied on to support his claim or defence.

3. The Arbitral Tribunal may, if it considers it appropriate, require a Party to deliver to the tribunal and to the other Party, within such a period of time as the tribunal shall decide, a summary of the documents and other evidence which that Party intends to present in support of the facts in issue set out in his statement of claim or statement of defence.

4. At any time during the arbitral proceedings, the Arbitral Tribunal may require the Parties to produce documents, exhibits or other evidence within such a period of time as the tribunal shall determine.

Article 27 - Hearing

1. In the event of an oral hearing, the Arbitral Tribunal shall give the Parties reasonably adequate advance notice of the date, time and place thereof.

2. It witnesses are to be heard, at least fifteen days before the hearing each Party shall communicate to the Arbitral Tribunal and to the other Party the names and addresses of the witnesses he intends to present, the subject upon and the languages in which such witnesses will give their testimony.

3. The Arbitral Tribunal shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case, or if the Parties have agreed thereto and have communicated such agreement to the tribunal at least fifteen days before the hearing.

4. Hearing shall be held in camera unless the Parties agree otherwise. The Arbitral Tribunal may require the retirement of any witness or witnesses during the testimony of other witnesses. The Arbitral Tribunal is free to determine the manner in which witnesses are examined.

5. Evidence of witnesses may also be presented in the form of written statements signed by them.

6. The Arbitral Tribunal may in advance of any hearing submit to the Parties a list of questions which it wishes them to answer.

Article 28 - Witness

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 tis relevance to the issues in the arbitration.

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, or limit the appearance of witnesses (whether witness of fact or expert witness).

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 as a sworn affidavit.

4. Subject to Article 28 (1) and (2) any 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 orders the other Party to produce the witness and the witness fails to attend the oral hearing without good cause, 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.

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 at any stage of his evidence.

6. Subject to the mandatory provisions of any application law, it shall not be improper for any Party or its legal representatives to interview any witness or

potential witness for the purpose of presenting his testimony in written form or producing him as an oral witness.

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

Article 29 – Additional powers of the Arbitral Tribunal

1. Unless the Parties at any time agree otherwise in writing, the Arbitral Tribunal shall have the power, on the application of any Party or of its motion, but in either case only after giving the Parties a reasonable opportunity to state their view:

   a. To allow any Party, upon such terms as to costs and otherwise as it shall determine, to amend any claim, counterclaim, defence and reply;

   b. To extend or abbreviate any time limit provided by the arbitration agreement or these Rules for the conduct of the arbitration or by the tribunal's own orders;

   c. To conduct such enquiries as may appear to the 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 rules of law applicable to the arbitration, the merits of the Parties' dispute and the arbitration agreement;

   d. To order any Party to make any 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;

   e. To order any Party to produce to the Arbitral Tribunal and to the other Parties for inspection, and to supply copies of any documents or classes of documents in their possession, custody or power which the Arbitral Tribunal determines to be relevant;

   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 any to the extent to which the applicable rules of law to the contract or arbitration agreement permit such correction;

   g. To allow, only upon the application of a Party, one or more persons to be joined in the arbitration as a Party, and thereafter to make a single final award, or separate awards, in respect of all the Parties to the arbitration.

Article 30 – Establishing the Facts of the Case

1. The Arbitral Tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.

2. After studying the written submission of the Parties and all documents relied upon, the Arbitral Tribunal shall hear the Parties together in person if any of them so requests or, failing such a request, it may of its own motion decide to hear them.

3. The Arbitral Tribunal may decide to hear witnesses, experts appointed by the Parties or any other person, in the presence of the Parties, or in their absence provided they have been duly summoned.

4. The Arbitral Tribunal, after having consulted the parties, may appoint one or more experts, define their terms of reference and receive their reports. At the request of a Party, the Parties shall be given the opportunity to question at a hearing any such expert appointed by the Arbitral Tribunal.

5. The Arbitral Tribunal shall decide the case solely on the documents submitted by the Parties where the Parties, by written agreement, provide for the waiver of oral hearing.

6. The Arbitral Tribunal may take measures for protecting trade secrets and confidential information.

Article 31 – Interim Measures of Protection

1. At the request of either Party, the Arbitral Tribunal may take any interim measures it deems necessary in respect of the subject matter of the dispute, including measures for the conservation of the goods forming the subject matter in dispute, such as ordering their deposit with a third person or the sale of perishable goods.

2. Such interim measures may be established in the form of an interim award. The Arbitral Tribunal shall be entitled to require security for any damage and/or the costs of such measures.

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

Article 32 - Experts

1. The Arbitral Tribunal may appoint one or more experts to report to it, in writing, on specific issues to be determined by the tribunal. A copy of the expert's terms of reference, established by the Arbitral Tribunal, shall be communicated to the Parties.

2. The Parties shall give the expert any relevant information or produce for inspection any relevant documents or goods that he may require of them. Any dispute between a Party and such expert as to the relevance of the required information or production shall be referred to the Arbitral Tribunal for decision.

3. Upon receipt of the expert's report, the tribunal shall communicate a copy of the report to the Parties who shall be given the opportunity to express, in writing, their opinion of the report. A Party shall be entitled to examine any document on which the expert has relied in his report.

4. At the request of either Party the expert, after delivery of the report, may be heard at a hearing where the Parties shall have the opportunity to be present and to interrogate the expert. At this hearing either Party may present expert witnesses in order to testify on the points at issue. The provisions of Article 31 shall be applicable to such proceedings.

Article 33 – Applicable law, Amiable Compositeur

1. The Arbitral Tribunal shall apply the law designated by the Parties as applicable to the substance of the dispute. Failing such designation by the Parties, the Arbitral Tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.

2. The Arbitral Tribunal shall decide as amiable compositeur or ex aequo et bono only if the Parties have expressly authorized the the Arbitral Tribunal to do so and if the law applicable to the arbitral procedure permits such arbitration.

3. 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.

Article 34 – Termination of Arbitral Hearing

1. If, before the award is made, the Parties agree on a settlement of the dispute, the Arbitral Tribunal shall either issue an order for the termination of the Arbitral proceedings or, if requested by both Parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The Arbitral Tribunal shall have the power to issue such an order unless a Party raises justifiable grounds for objection.

2. Copies of the order for termination of the Arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the Arbitral Tribunal to the Parties. Where an arbitral award on agreed terms is made, the provisions of Articles 41 and 43, shall apply.

Article 35 – Closing of the Proceedings

1. The Arbitral Tribunal may inquire of the Parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.

2. The Arbitral Tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a Party, to re-open the hearings at any time before the award is made.

SECTION IV – THE AWARD

Article 36 – Time of Award

1. The award shall be made promptly by the arbitrators unless otherwise agreed by the Parties, or specified by law, not later than 30 days from the date of closing the hearings, or if oral hearings have been waived from the date of transmitting the final statements and proofs to the arbitrator(s).

Article 37 – Nature/Form of Award

1. The Arbitral Tribunal shall make its awards in writing and, unless all Parties agree in writing otherwise, shall state reasons upon which its award is based. The award shall also state the date when the award is made and the seat of arbitration and it shall be signed by the Arbitral Tribunal or those of its members assenting to it.

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 the award the circumstances of the other arbitrator's failure to participate in the making of the award.

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.

Article 38 – Scope of Award

1. The arbitrator may grant any remedy or relief which the arbitrator deems just and equitable and within the scope of the agreement of the Parties, including, but not limited to, specific performance of a contract. The arbitrator, in the award, shall assess arbitration fees and expenses in favour of any Party and, in the event any administrative fees or expenses due the Centre, in favour of the Centre.

Article 39 – Scrutiny of the Award by the Court

1. Before signing any award, the Arbitral Tribunal shall submit it in draft form to the Court of Arbitration. The Court may lay down modifications as to the form of the and, without affecting the Arbitral Tribunal's liberty of decision, may also draw its attention to point of substance. No award shall be rendered by the Arbitral Tribunal until it has been approved by the Court as to its form.

Article 40

1. 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.

2. The sole arbitrator or the Chairman shall be responsible for delivering the award to the Centre which shall transmit certified copies to the parties provided that the costs of arbitration have been paid to the Centre in accordance with Articles 47-49.

3. The Arbitral Tribunal may make separate awards on different issues at difference times. Such awards shall have the same status and effect as any other award made by the Arbitral Tribunal.

4. All awards shall be final and binding on the Parties. By agreeing to arbitration under these Rules, the Parties undertake to carry out any award immediately and without any delay subject to Article 41(2). The Parties also waive irrevocably their right to any form of appeal, review or recourse to any judicial authority, in so far as such waivers may be validly made.

Article 41 = Correction of the Award

1. Within thirty days after the receipt of the award, either Party, with notice to the other Party, may request the Arbitral Tribunal to correct any errors in computation, any clerical or typographical errors, or any errors of similar nature in the award. The Arbitral Tribunal may within thirty days after the communication of the award make such corrections on its own initiative and notify the Parties.

2. Such corrections shall be in writing and the provisions of Article 40 shall apply.

Article 42 – Additional Award

1. Within thirty days after the receipt of the award, either Party, with notice to the other Party, may request the Arbitral Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted in the award.

2. If the Arbitral Tribunal considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within thirty days after the receipt of the request.

3. When an additional award is made, the provisions of Article 40 shall apply.

Article 43 – Interpretation of the Award

1. Within thirty days after the receipt of the award, either Party, with notice to the other Party, may request that the Arbitral Tribunal give an interpretation of the award. The interpretation shall be given in writing within 30 days after the receipt of the request.

2. The interpretation shall form part of the award and the provisions of Articles 40 to 42 shall apply.

Article 44 - Confidentiality

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 and all other documents produced by another Party in the proceedings not otherwise in the public domain, save 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 the judicial authority.

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 under Articles 10 to 12 and 40.

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

Article 45 – Exclusion of liability

1. Neither the arbitrators, nor the Centre and its members shall be liable to any person for any act or omission in connection with the arbitration.

Article 46–49 - Cost

Article 46

The Centre shall fix the costs of arbitration. The term "costs" includes only:

1. The fees of the tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with Article 48;

2. The travel and the other expenses incurred by the arbitrators;

3. The cost of expert advice and of other assistance required by the Arbitral Tribunal;

4. The trial and other expenses of witnesses to the extent such expenses are approved by the Centre;

5. The cost for legal representation and assistance of the successful Party if such costs were claimed during the arbitral proceedings, and only to the extent that the Centre determines that the amount of such cost is reasonable;
6. Any fees and all the administrative expenses of the Centre.

Article 47

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

2. Where the Centre has issued a schedule of fees for arbitrators in international cases which it administers, the Centre in fixing its fees shall take that schedule of fees into account to the extent that it considers appropriate in the circumstances of the case.

3. Where the Centre has not issued a schedule of fees for arbitrators in international cases, any Party may at any time request the Centre to furnish a statement setting forth the basis for establishing fees which is customarily followed in international cases in which the Centre appoints arbitrators. If the Centre consents to provide such a statement, the Arbitral Tribunal in claiming its fees, shall take such information into account to the extent that it considers appropriate in the circumstances of the case.

Article 48

1. Except as provided in paragraph 2, the costs of arbitration shall in principle be borne by the unsuccessful party. However, the Centre may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

2. With respect to the costs of legal representation and assistance referred to in Article 46, paragraph (5), the Centre, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs between the parties if it determines that apportionment is reasonable.

3. When the Arbitral Tribunal issues an order for the termination of the arbitral proceedings or makes an award on agree terms, the Centre shall fix the cost of arbitration referred to in Articles 47 and 48, paragraph 1, in the text of that order or award.

4. No additional fees may be demanded by an Arbitral Tribunal for interpretation or correction or completion of its award under Articles 41 to 43.

Article 49 – Deposit of Costs

1. The Centre may request each Party to deposit an equal amount as an advance for the costs referred to in Article 46.

2. During the course of the arbitral proceedings, the Centre may request supplementary deposits from the Parties.

3. If the required deposits are not paid in full within thirty days after the receipt of the request, the Centre shall so inform the Parties in order that one or another of them may make the required payment. If such payment is not made, the Centre may order the suspension or termination of the arbitral proceedings.

4. After the award has been made, the Centre shall render an account to the Parties of the deposits received and return any unexpended balance to the Parties.

SIGNED…….
President, Lagos Chamber of Commerce & Industry

Dated ……day of ……2008

RULES OF MEDIATION

Article 1 – Initiation of Mediation

Any Party or Parties to a dispute may initiate mediation proceedings by filing with the Centre a Submission to Mediation Form or a written request for mediation pursuant to the mediation clause in their substantive Agreement. Where there is no such clause in their Agreement a Party, if it so wishes, can request the Centre to invite the other Party to join in a submission of their dispute to mediation.

Article 2 – Request for Mediation

1. A request for mediation shall contain the following information:

    a. The names, addresses, telephone and facsimile numbers and e-mail address of the Parties to the dispute and their authorized representatives, if any;

    b. A description of the dispute including, if possible, an assessment of its value;

    c. A copy of the Agreement under which the request for Mediation is sought;

    d. Any joint designation by all the Parties of a Mediator or any Agreement by all the parties on the qualification of a Mediator to be appointed by the Centre in the absence of a joint designation;

    e. A non-refundable registration fee as set out in Appendix 2.

Article 3 – Notice to the Respondent

The Centre, on receipt of the request shall as soon as possible communicate to the other Party the request for mediation. That other Party shall indicate within 15 business days whether it agrees or declines to participate in the mediation. If the other Party agrees to take part in the mediation it should so inform the Centre. However, in the absence of any reply within the stated period or in the case of a negative response the request for mediation shall be deemed to have been declined. The Centre shall as soon as possible inform the claimant.

Article 4 – Appointment of Mediator

If the agreement of the Parties names a Mediator or specifies a method of appointing a Mediator, that designation method shall be followed. Otherwise the Centre, upon receipt of a request for mediation, shall appoint a qualified Mediator to serve. Normally, a single Mediator will be appointed unless the Parties agree otherwise.

Article 5 – Number of Mediators

In Mediation proceedings with more than one mediator, each Party appoints a mediator and both mediators jointly appoint a third mediator. If the two mediators fail to appoint a third mediator, then the Centre will appoint the presiding mediator and inform the Parties accordingly.

Article 6 – Qualification of a Mediator

As one who is in control of the mediation process, a Mediator must have the ability to build mutual respect and trust between oneself and the Parties as well as among the Parties themselves. The building of trust depends on the Mediator's competence, integrity, consistency and neutrality in conducting the mediation fairly and diligently and in a manner consistent with the principle of self- determination which principle requires that the mediation process must rely on the ability of the Parties to reach agreement voluntarily.

Article 7 – Disqualification of a Mediator

No person shall serve as a Mediator in any dispute in which that person has any personal interest in the result of the mediation, unless with prior approval in writing of the Parties. Prior to accepting an appointment, the prospective Mediator shall disclose any circumstance that may likely create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Centre shall either as appropriate replace the mediator or immediately communicate the information to the Parties for their comments. In the event that the Parties disagree as to whether the Mediator should serve, the Centre will appoint another Mediator. The Centre is authorized to appoint another Mediator if the one appointed is unable to serve promptly.

Article 8 - Vacancies

If any Mediator shall become unwilling or unable to serve, the Centre shall appoint another mediator, unless the Parties agree otherwise.

Article 9 – Representation

Any Party may be represented by persons of the Party's choice. The names and addresses of such persons shall be communicated in writing to the Centre, copied to the Mediator and the other Parties. It is expected that any executive or other representative of a Party will have authority at the mediation to resolve the dispute.

Article 10 – Date, Time and Place of Mediation

The Mediator shall fix the date and time of each mediation session and Parties are then to agree on the place of mediation, failing which the Centre shall designate a suitable place for such mediation having regard to the convenience of the Parties and the circumstances of the dispute.

Article 11 – Identification of Matters in Dispute

1. At least ten days prior to the first scheduled mediation session, each Party shall provide the Mediator with a brief confidential memorandum, setting forth its position with regard to the issues to be resolved as set out in Appendix I. At the discretion of the Mediator, such memorandum may be mutually exchanged by the Parties.

2. At the first mediation session, the Parties shall produce all the information reasonably required for the Mediator to fully understand all the issues in dispute including all documents to be relied on in the course of mediation.

3. Parties shall also at that session have the opportunity to respond to or comment on each other's Statement of Case if they had not already done so.

Article 12 – Additional Submission of Information

The Mediator may request a Party on both Parties to furnish him with further information, as he may desire. If the information is required of only one Party, copies of such information will be given to the other Parties.

Article 13 – The Role of the Mediator

1. The Mediator does not have the authority to impose a settlement on the Parties but must guide them to reach a satisfactory resolution of their dispute. The Mediator uses his perceptions of an evolving situation to make appropriate interventions which help to bring the Parties close to the desired settlement. Although he takes no decision yet he is in a position to control and moderate the process of negotiation between the Parties.

2. As the mediation proceeds, it takes on a life of its own. The Mediator must always be alert to keep track of the changing group and inter-party dynamics from start to finish and must have a quick mind capable of picking up on clues about the real dynamics between the disputants. He must be quick to identify each Party's needs and underlying interests, whether these be substantive, procedural or psychological.

3. He must move intelligently in the direction of meeting a common ground by subtly exploiting the reconciliation potential of the issue in dispute by guiding the Parties

in the positions they take and by knowing when to put forward his recommendation as a way of an impasse.

4. Wherever necessary the Mediator may call for and obtain expert advice concerning any technical aspects of the dispute. Request for obtaining such expert advice shall be made to the Centre.

Article 14 – Privacy

Mediation sessions are private. Only the Parties and their representatives may attend mediation sessions. Other persons can only attend with the permission of both Parties and with the consent of the Mediator.

Article 15 - Confidentiality

1. Confidential information disclosed to a Mediator by the Parties in the course of mediation shall not be divulged. Mediation records, reports or other documents received by a Mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding involving one of the Parties in any judicial forum.

2. The Parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral judicial or other proceedings:

    i. Views expressed or suggestions made by a Party with respect to a possible settlement or resolution of the dispute;

    ii. Admissions made by a Party in the course of the mediation proceedings;

    iii. Proposals made or views expressed by the Mediator; or

    iv. The fact that another Party had or had not indicated willingness to accept a proposal for resolution made by the Mediator.

Article 16 – No Stenographic Record

There shall be no stenographic record of the mediation process.

Article 17 – Settlement Agreement

1. When it appears to the Mediator that there exist elements of a settlement which would be acceptable to all Parties, he formulates the terms of a possible settlement and submits tem to the Parties for their observations. After receiving the Parties' observations, the Mediator may reformulate the terms of a possible settlement in the light of those observations.

2. If the Parties reach agreement on a settlement of the dispute, they draw up and sign a written settlement agreement.

3. The parties, by signing the settlement agreement, put an end of the dispute and remain mutually bound by its terms.

Article 18 – Termination of Mediation. The Mediation Shall be Terminated:

(a) By the execution of a settlement agreement by the parties;

(b) By a written declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile; or

(c) By a written declaration of a Party to the effect that the mediation proceedings are terminated.

Article 19 – Exclusion of Liability

Neither the Centre nor any Mediator is a necessary Party in judicial proceedings relating to the mediation. Neither the Centre nor any Mediator shall be liable to any party for any act or omission in connection with any mediation conducted under the procedures.

Article 20 – Interpretation and Application of Procedures

The Mediator shall interpret and apply these procedures in so far as they relate to the Mediator's duties and responsibilities. All other procedures shall be interpreted and applied by the Centre.

Article 21 – Fees and Costs

1. The Party or Parties filing a Request for Mediation shall include with the request a non-refundable registration fee, as set out in Appendix 2 hereto. No request for mediation shall be processed unless accompanied by the requisite payment.

2. Following the receipt of a Request for Mediation, the Centre shall request the parties to pay a deposit in an amount likely to cover the administrative expenses of the Centre and the fees and expenses of the Mediator for the Mediation proceedings, as set out in Appendix 2. The mediation proceedings shall not commence and or continue until payment of such deposit has been received by the Centre.

3. In any case where the Centre considers that the deposit is not likely to cover the total costs of the mediation proceedings, the amount of such deposit may be subject to readjustment. The Centre may stay the mediation proceedings until the corresponding payments are made by the Parties.

4. Upon termination of the mediation proceedings, the Centre shall settle the total cost of the proceedings and shall, as the case may be, reimburse the Parties for any excess payment of the bill by the Parties for any balance required pursuant to these Rules.

5. All the above deposits and costs shall be borne in equal shares by the Parties, unless they agree otherwise in writing. However, any Party shall be free to pay the unpaid balance of such deposits and costs should another Party fail to pay his share.

6. A Party's other expenditure shall remain the responsibility of that Party.

LAGOS CHAMBER ARBITRATION CENTRE: LCAC FORM 1

SUBMISSION TO MEDIATION FORM

(1) The Claimant ……
Refers to mediation the dispute with

The Respondent……
Over (state issue(s) in dispute) ……
……
……

(2) Either Party to the substantive agreement may suggest to the other that a dispute which has arisen therefrom or in connection therewith or in relation thereto be referred to mediation.

(3) The dispute will only be referred to mediation if both Parties so agree.

(4) Both Parties agree to appoint, or to the appointment of a Mediator to help them discuss the issues in dispute, assist them in communicating and negotiating as effectively as possible and help them reach a settlement of the issues in dispute.

(5) Both Parties agree to fully disclose all material information relating to the issues in dispute.

(6) Both Parties agree that a person attending the mediation on their behalf has full authority to negotiate and reach agreement on all the issues.

(7) Both Parties agree that the proceedings, the subject-matter of this agreement, will be conducted with a view to settling their dispute and as such everything said, prepared, generated, proposed is for the purpose, and is privileged and will not be used for any other purpose.

Signed …….

Dated ……day of ……2008

****** PAGES 56 – 57 MISSING *******

4. Amounts paid to the Mediator shall not include any possible value added taxes (VAT) or other taxes or charges and imposts applicable to the Mediator's fees. Parties are required to pay any such taxes and charges; however the recovery of any such taxes or charges is a matter solely between the payer and the authority.

SIGNED…….
President, Lagos Chamber of Commerce & Industry

Dated ……day of ……2008

RULES OF CONCILIATION

Article 1 – Request for Conciliation

Conciliation is initiated by the claimant filing with the Centre a request for conciliation which shall include:

i. The names, addresses, telephone and facsimile numbers and e-mail address of the Parties to the dispute and their authorized representatives, if any;

ii. A description of the dispute including, if possible, an assessment of its value;

iii. A copy of the agreement under which the request for conciliation is sought;

iv. Any joint designation by all the Parties of a Conciliator or any agreement by all the Parties on the qualification of a Conciliator to be appointed by the Centre where no joint designation has been made;

v. A non-refundable registration fee for the request for conciliation as set out in Appendix I.

Article 2 – Notice to the Respondent

The Centre, on receipt of a request calling for conciliation pursuant to a conciliation clause in the substantive Agreement or where there is no such clause in the Agreement at all, shall as soon as possible inform the other Party of the request for conciliation. That Party shall be given a period of fifteen business days to inform the Centre whether it agrees or declines to participate in the conciliation.

If the other Party agrees to take part in the conciliation it shall inform the Centre. However, in the absence of any reply within the period or in the case of a negative reply, the request for conciliation shall be deemed to have been declined. The Centre shall as soon as possible so inform the claimant.

Article 3 – Appointment of Conciliator

Upon receipt of an agreement to conciliate, the Centre shall, where Parties have not agreed on a conciliator, appoint a sole Conciliator as soon as possible. The Centre shall also appoint a Conciliator where the one designated by the parties declines to serve.

Article 4 – Number of Conciliators

In conciliation proceedings with more than a sole Conciliator, each Party appoints one Conciliator and thereafter the two Conciliators appoint a third Conciliator, failing which the Centre appoints the third Conciliator and informs the Parties accordingly.

Article 5 – Independence of the Conciliator

1. Every prospective Conciliator shall provide the Centre with a Curriculum Vitae and a Statement of Independence, both signed and dated. The prospective Conciliator shall disclose to the Centre in the Statement of Independence any facts or circumstances which might be of such nature as to call into question his or her independence in the eyes of the parties. The Centre shall provide the Parties with such information received from the Conciliator.

2. If any Party objects to the Conciliator appointed by the Centre and notifies it and the other Party or Parties thereof, stating the reasons for such objection within fifteen business days of receipt of notification of the appointment, the Centre shall promptly appoint another Conciliator.

Article 6 – Representation and Assistance

Parties may be represented or assisted by persons of their choice. The names and addresses of such persons are to be communicated to the Centre specifying whether such persons are representatives or assistants. The Centre in turn shall communicate such information to the other party and the Conciliator accordingly.

Article 7 – Language of Conciliation

In the absence of an Agreement of the Parties, the Conciliator shall determine the language or languages of the proceedings. The Centre requires that any non-English documentary evidence shall be accompanied by a translation into English. Request for any interpretation shall be made to the Centre.

Article 8 – Place of Conciliation

Parties are free to agree on the place of conciliation. Failing such agreement, the Centre shall select a suitable place for conciliation having regard to the convenience of the Parties and the circumstances of the dispute.

Article 9 – Submission of Statement to the Centre

Before the conciliation starts the Centre requests each Party to furnish it with a brief statement of his position and the facts and grounds in support thereof, supplemented by any documents and other evidence deemed appropriate. The Centre shall in turn transmit such documents to the Conciliator and the other Party.

Article 10 – Additional submission of Statement

The Conciliator may request each Party to submit to him, with copies to the Centre and to the other Party, any further written statement of his position as well as any additional information as he deems necessary.

Article 11 – Disclosure of Information

At any time a Conciliator receives factual information concerning the dispute from a Party, he has to disclose the substance of such information to the other Party so as to give that other Party an opportunity to comment thereon as appropriate.

Article 12 – the Role of the Conciliator

1. The Conciliator shall conduct the conciliation process as he thinks fit, guided by the principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the Parties, the usages of the trade concerned and the circumstances surrounding the dispute including any previous business practices between the Parties.

2. A Conciliator is essentially a catalyst as he acts as a channel of communication identifying common ground as well as points of disagreement. He can indicate possible new ways of approaches and give an assessment of the situation to the Parties. He does not take part in the negotiation but endeavours to reduce the Parties' rhetoric and tension thus facilitating dialogue until a mutually consensual agreement is reached. The Conciliator may at any stage of the conciliation proceedings as appropriate subtly make proposals for a settlement of the dispute but takes care to present such proposals as if they are made by the Parties themselves. Such proposals need not be in writing.

Article 13 – Suggestions by Parties for Settlement

Each Party may, on its own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

Article 14 – Settlement Agreement

1(a) When it appears to the Conciliator that there exist elements of a settlement which would be acceptable to the Parties, he can formulate the terms of a possible settlement and submit them to the Parties for their observations and comments. After receiving the Parties' observations, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

(b) If the Parties reach agreement on a settlement of the dispute, they draw-up and sign a written settlement agreement.

(c) The Parties by signing the settlement agreement put an end to the dispute and are bound by their mutual agreement.

Article 15 – Termination of Conciliation Proceedings

1. Conciliation proceedings commenced pursuant to these Rules shall terminate upon the earlier of:

(a. The signing by the Parties of a settlement agreement;

(b. A written Declaration by the Parties to the Conciliator to the effect that the conciliation proceedings are terminated on the date of the Declaration.

(c. A written Declaration by the Conciliator, after consultation with the Parties, to the effect that further efforts at conciliation are no longer justified on the date of the Declaration;

(d. A written Declaration by a Party to the other Party and the Conciliator to the effect that the conciliation proceedings are terminated on the date of the Declaration.

Article 16 – Understanding as to other Subsequent process

1. In the absence of any agreement of the Parties to the contrary and unless prohibited by applicable law, the conciliation proceedings, including their outcome, are private and confidential except that a Party shall have the right to disclose it to the extent that such disclosure is required by applicable law or necessary for purposes of its implementation or enforcement.

2. Unless required to do so by applicable law and in the absence of any agreement of the Parties to the contrary, a Party shall not in any manner produce as evidence in any judicial, arbitration or similar proceedings:

   a. Any documents, statements or communications which are submitted by another Party or by the Conciliator in the conciliation proceedings, unless they can be obtained independently by the Party seeking to produce them in the judicial, arbitration or similar proceedings;

   b. Any views expressed or suggestions made by any Party within the conciliation proceedings with regard to the possible settlement of the dispute;

   c. Any admission made by another Party within the conciliation proceedings;

   d. Any views or proposals put forward by the Conciliator; or

   e. The fact that any Party had indicated within the conciliation proceedings that it was ready to accept a proposal for a settlement.

3. Unless all the Parties agree otherwise in writing, a Conciliator shall not take part in or shall have acted in any judicial, arbitration or similar proceedings relating to the dispute which is or was the subject of the conciliation proceedings, whether as a judge, as an arbitrator, as an expert or as a representative or adviser of a Party.

4. The Conciliator, unless required by applicable law or unless all of the Parties agree otherwise in writing shall not give testimony in any judicial, arbitration or similar proceedings concerning any aspect of the conciliation proceedings.

Article 17 – Exclusion of Liability

Neither the Centre nor its members, nor any Conciliator shall be liable to any person for any act or omission in connection with conciliation conducted under these Rules.

APPENDIX I

SCHEDULE OF CONCILIATION COSTS

1. The Party or Parties filing a request for conciliation shall include with the request a non-refundable registration fee to be fixed from time to time by the Centre to cover the costs of processing the request for conciliation. No request shall be processed unless accompanied by the requisite payment.

2. The administrative expenses of the Centre for conciliation proceedings shall be fixed at the Centre depending on the tasks carried out by the Centre.

3. The fees of the Conciliator shall be calculated on the basis of the time reasonably spent by the Conciliator in the proceedings, at an hourly rate fixed for such proceedings by the Centre in consultation with the Conciliator and the Parties. Such hourly rate shall be reasonable in amount and shall be determined in the light of the complexity of the dispute and any other relevant circumstances. The amount of reasonable expenses of the Conciliator shall be fixed by the Centre.

4. Amounts paid to the Conciliator do not include any possible value added taxes (VAT) or other taxes or charges and imposts applicable to the Conciliator's fees. Parties are required to pay any such taxes and charges; however the recovery of any such taxes or charges is a matter solely between the payer and the authority.

SIGNED…….
President, Lagos Chamber of Commerce & Industry

Dated ……day of ……2008