



ORGANISATION OF ISLAMIC COOPERATION
ARBITRATION CENTRE

Mediation Rules of the OIC Arbitration Centre

1 January, 2026

**THE ORGANISATION OF ISLAMIC COOPERATION ARBITRATION CENTRE
MEDIATION RULES 2026**

Article 1

Definitions

- 1.1 “Centre” or “OIC-AC” means the Organisation of Islamic Cooperation Arbitration Centre.
- 1.2 “Mediator” means a neutral third party who assists the parties in settling their dispute.
- 1.3 “Secretariat” means the Secretariat of the OIC-AC.
- 1.4 “Secretary General” means the Secretary General of the OIC-AC.
- 1.5 “Board” means International Supervisory Board of the OIC-AC
- 1.6 “Rules” means OIC-AC Mediation Rules 2026.
- 1.7 “List of Mediators” means a list of qualified mediators prepared by the Secretary General for the approval of Board of Directors of the OIC-AC.

Article 2

Scope of Application

- 2.1 Where parties have agreed that disputes, commercial, investment, or otherwise arising between them in respect of a defined legal relationship, whether contractual, treaty-based, or otherwise, shall be referred to mediation under the Mediation Rules of the OIC-AC, then these Rules shall apply.
- 2.2 The parties to a mediation shall be presumed to have referred to the Rules in effect on the date of commencement of the mediation, unless the parties have agreed to apply a particular version of the Rules.
- 2.3 Mediation shall be conducted under these Rules unless, prior to the confirmation or appointment of the Mediator or with the agreement of the Mediator, the parties agree to adopt a different settlement procedure or a combination of procedures being administered at the Centre. In such cases, the term “mediation” as used in these Rules shall be deemed to include the agreed settlement procedure(s). Regardless of the procedure agreed upon, the term “Proceedings” shall refer to the entire process from its commencement to its termination in accordance with these Rules.
- 2.4 All of the parties may agree to modify any of the provisions of the Rules, provided, however, that the Board may decide not to administer the Proceedings if, in its discretion, it considers that any such modification is not in the spirit of the Rules. At any time after the confirmation or appointment of the Mediator, any agreement to modify the provisions of the Rules shall also be subject to the approval of the Mediator.

Article 3

Written Notifications and Communications

- 3.1 All communications or notifications shall be addressed in writing, by delivery against receipt, by e-mail or other electronic means including any electronic filing system operated by the Centre, that provides a record of the sending thereof. Hard copy notifications or communications by any party shall be sent to the Secretariat in a sufficient number of copies to provide a copy for each party, each Mediator, and the Secretariat.
- 3.2 All communications with and applications to the OIC-AC under these Rules shall be in Arabic, French or in English. The Secretariat may request from the parties a translation of any document written in a language other than Arabic, French or English, where such document is required for the Centre to fulfil its mandate under these Rules.

Article 4

Request for Mediation

- 4.1 Any party to a dispute wishing to commence mediation under these Rules, shall file, preferably in electronic form as provided by Article 3.1, a written Request for Mediation (the “Request”) with the Secretariat. The Request may also be filed jointly by the parties to the dispute.
- 4.2 The Request shall include: the names, addresses, telephone numbers, email addresses and any other contact details of the parties to the dispute and their representatives, if any, if any, a copy of the mediation agreement or clause under which the dispute is to be settled
 - a. a copy of the proof of payment of the filing fee required by Annex I in force on the date the Request is filed
 - b. a summary of the dispute, including, if possible, an assessment of its value,
 - c. if any, a copy of the Bilateral Investment Treaty or Multilateral Investment Treaty that authorizes the Parties to refer the dispute to mediation
 - d. any agreement to use a settlement procedure other than mediation, or, in the absence thereof, any proposal for such other settlement procedure that the party filing the Request may wish to make,
 - e. any agreement as to time limits for conducting the mediation, or, in the absence thereof, any proposal with respect thereto,
 - f. any agreement as to the language of the mediation, or, in the absence thereof, any proposal as to such language,
 - g. any agreement as to the location of any physical meetings, or, in the absence thereof, any proposal as to such location,
 - h. any joint nomination by the parties of a Mediator or any agreement of the parties as to the attributes of a Mediator to be appointed by the Centre where no joint nomination has been made, or, in the absence of any such agreement, any proposal as to the name or attributes of a Mediator.
 - i. And appropriate authorization documents confirming that the signatory is duly empowered to act on behalf of the Party and to submit the Notice .

- 4.3 If the requesting party fails to comply with either of the above requirements stipulated, the Secretariat shall fix a reasonable time limit up to 15 days within which the requesting party must comply. If the requirements are not fulfilled within this time limit, the Secretariat may dismiss the Request. The requesting party may submit the written request for an extension of time. Such a request shall be considered and decided upon the sole discretion of the Secretariat. Where the Request is filed by one of the parties, the Secretariat shall communicate a copy of the Request to the other party.

Article 5

Answer to the Request for Mediation

- 5.1 Within 30 days from receipt of the Request, the responding party shall submit, preferably in electronic form as provided by Article 3.1, a written Answer to the Request (the “Answer”) to the Secretariat.
- 5.2 If requested by the responding party, the Secretariat may grant an extension to file the Answer. Such extension shall not exceed 15 days. The request for an extension shall contain the responding party’s consent to mediation under the Rules. Upon the expiration of the applicable extension period, the Secretariat may, in its absolute discretion, determine an additional time limit for filing the Answer.
- 5.3 The Answer shall include:
- (a) the names, addresses, telephone numbers, email addresses and any other contact details of the parties to the dispute and their representatives, if any,
 - (b) a summary of the dispute, responses to the claims of the requesting party, and if any explanations as to any counterclaims including, if possible, an assessment of their values,
 - (c) statements on the proposals of the requesting party regarding time limits for conducting mediation, language and location of mediation, and name or attributes of a Mediator.
- 5.4 The Secretariat shall communicate the Answer to the requesting party.

Article 6

Date of Commencement

- 6.1 Where the Parties have entered into a prior mediation agreement, or where a mediation clause refers to the Rules or where a treaty provision authorizes the Parties to refer a dispute to mediation, subject to Article 4.3, the date on which the Request is received by the Centre shall, for all purposes, be deemed to be the date of the commencement of the mediation process.
- 6.2 Where there is no prior mediation agreement or clause to refer to the Rules, the responding party may agree to mediation by submitting the Answer to the Secretariat within the time limits stipulated in Article 5 upon the receipt of the notice of mediation. The date on which the Secretariat sends written confirmation to the parties that such an agreement has been reached shall be deemed to be the commencement of the mediation process.

- 6.3 Where the parties do not reach an agreement to refer their dispute to mediation within time limits stipulated in the Article 5.1 and 5.2., it shall be deemed that the responding party does not agree to participate in the mediation and the mediation shall not proceed.

Article 7

Selection of the Mediator

- 7.1 The parties may jointly nominate a Mediator for confirmation by the Board. If they so agree, the parties may also nominate two co-mediators.
- 7.2 In the absence of a joint nomination of a Mediator or Co-Mediators by the parties, the Board shall, after consulting the parties, appoint a Mediator or two co-mediators as soon as practicable from the List of Mediators.
- 7.3 When confirming or appointing a Mediator, the Board shall consider the prospective Mediator's attributes, including but not limited to nationality, language skills, training, qualifications and experience, and the prospective Mediator's availability and ability to conduct the mediation in accordance with the Rules.
- 7.4 If any party objects to the Mediator appointed by the Board and notifies the Secretariat and all other parties in writing, stating the reasons for such objection within 10 days of receipt of notification of the appointment, the Board shall consider the objection. If the Board finds the objection admissible, it shall appoint another Mediator.

Article 8

Independence and Impartiality

- 8.1 Every Mediator shall be and shall remain impartial and independent of the parties involved in the mediation.
- 8.2 Before appointment or confirmation, a prospective Mediator shall sign a statement of acceptance, availability, impartiality and independence which substantially complies with Annex III to these Rules. The prospective Mediator shall disclose in writing to the Secretariat any facts or circumstances which might be of such a nature as to call into question the Mediator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the Mediator's impartiality. The Secretariat shall provide such information to the parties in writing and shall fix a time limit for any comments from them.
- 8.3 After appointment or confirmation, every Mediator shall immediately disclose in writing to the Secretariat, to the parties and to the other Mediator any facts or circumstances of a similar nature to those referred to in Article 8.2 concerning the Mediator's impartiality or independence which may arise in the course of the mediation.

Article 9

Resignation and Replacement of Mediator

- 9.1 A Mediator may resign by notifying the Secretariat and the parties in writing.

- 9.2 A Mediator shall resign on the joint request of the parties, or if he/she becomes incapacitated or fails to perform the duties required of a Mediator.
- 9.3 Following the resignation of a Mediator, the Board shall appoint a new Mediator from the List of Mediators as soon as practicable.

Article 10

Transmission of the File to the Mediator

As soon as practicable, following the confirmation or appointment of the Mediator and payment of the deposits stipulated in Article 16.2, the Secretariat shall transmit a copy of the file to the Mediator.

Article 11

Conduct of the Mediation

- 11.1 After transmission of the file, the Mediator and the parties shall promptly discuss the procedure of the mediation including the time and venue of the meetings and whether physical or virtual, language of the mediation, and method of communication with the mediator and the parties. Following such discussion, the Mediator shall provide the parties with a written note regarding the procedure established.
- 11.2 In establishing and conducting the mediation, the Mediator shall be guided by the wishes of the parties, shall treat the parties equally and provide each party with a reasonable opportunity to participate in the mediation.
- 11.3 The Mediator shall conduct the mediation in good faith and in an expeditious and cost-effective manner.
- 11.4 The parties shall cooperate with the Mediator and with each other and shall conduct the mediation in good faith and in an expeditious and cost-effective manner.

Article 12

Settlement Agreement

- 12.1 Once the parties agree on the terms of a settlement to resolve all or part of the dispute through mediation, they should prepare and sign a settlement agreement. If requested by the parties and if the Mediator deems it appropriate, the Mediator may provide support to the parties in preparing the settlement agreement.
- 12.2 The settlement agreement shall be signed by the parties. Unless otherwise agreed by the parties, the Mediator or the OIC-AC may sign or stamp the settlement agreement or provide other evidence that the agreement resulted from mediation.
- 12.3 A settlement agreement shall not be denied validity, effect or enforceability solely because it is in electronic form. An electronic signature satisfies any signature requirement if it reliably identifies the signatory and indicates the signatory's intention to be bound. The parties should retain a version of the settlement agreement that is accessible for subsequent reference.

Article 13

The Effect of the Settlement Agreement

- 13.1 By signing the settlement agreement, the parties agree that the settlement agreement can be used as evidence that it results from mediation, and that it can be relied upon for seeking relief, including enforcement, under the applicable law.
- 13.2 In cases where the mediation is terminated upon the settlement agreement, if requested by the parties and if there is an arbitration agreement between them, the Board may appoint the Mediator or any other person as an arbitrator. In such a case, the settlement agreement may be recorded in the form of an arbitral award.
- 13.3 Where a settlement agreement is converted into a consent award, the arbitrator or tribunal shall ensure that the consent award complies with the applicable legal and procedural requirements and is rendered in a manner that makes it valid and enforceable as an arbitral award.
- 13.4 An arbitral award derived from an electronic settlement agreement shall not be denied recognition or enforcement solely because it is in electronic form.

Article 14

Termination of the Mediation

- 14.1 The Mediation shall be terminated upon:
 - (a) a settlement agreement signed by the parties,
 - (b) a notification made to the Mediator by the parties that they have agreed to terminate the mediation,
 - (c) a notification of withdrawal made to the Mediator by any party, unless the remaining parties agree to continue the mediation,
 - (d) a notification by the Mediator to the parties that there is no likelihood of resolution through the mediation,
 - (e) the expiration of any mandatory period in the applicable international instrument, court order or mandatory statutory provision, or as agreed upon by the parties.
- 14.2 Upon the termination of the mediation, the Mediator shall promptly notify the Secretariat and provide a copy of the settlement agreement or any such notification regarding the termination.

Article 15

Confidentiality

- 15.1 All information relating to the mediation, including the existence of it, and all documents generated in or obtained during the mediation shall be confidential, unless:
 - (a) the parties agree otherwise,
 - (b) the information or document is independently available, or

- (c) disclosure is required by law.
- 15.2 The parties, Mediators, and the Centre shall maintain the confidentiality of the mediation.
- 15.3 The Centre may publish information on mediation proceedings in a compilation of statistical data, provided such information excludes identification of the parties involved.
- 15.4 A party shall not rely upon or introduce as evidence in any judicial or arbitral proceedings any admissions or proposals of settlement made, or views expressed by the other party or the Mediator during the mediation, unless the parties agree otherwise.
- 15.5 The Mediator shall not disclose any information to a party that the Mediator has obtained in separate discussions with another party unless the disclosing party has authorized such disclosure.

Article 16

Fees and Costs

- 16.1 The party or parties filing a Request shall include with the Request the non-refundable filing fee required by Article 4.2 of the Rules, as set out in Annex I. No Request shall be processed unless accompanied by the filing fee.
- 16.2 Following the commencement of the mediation, the Secretariat shall request the parties to pay one or more deposits to cover the administrative expenses of the Centre and the fees and expenses of the Mediator, as set out in Annex I.
- 16.3 The Board may stay or terminate the mediation under the Rules if any requested deposit is not paid.
- 16.4 Upon termination of the mediation, the Secretariat shall fix the total costs and shall, as the case may be, reimburse the parties for any excess payment or bill the parties for any balance required pursuant to the Rules.
- 16.5 All deposits requested and costs fixed under the Rules 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 its share.
- 16.6 A party's other expenditure shall remain the responsibility of that party, unless otherwise agreed by the parties.

Article 17

Role of the Mediator in other Proceedings

- 17.1 Unless otherwise agreed by the parties, the Mediator shall not act as an arbitrator in respect of the dispute that was or is the subject of the mediation and of a dispute that has arisen from the same or a related contract or legal relationship.
- 17.2 The Mediator shall not act as a representative or counsel of a party in any arbitral, judicial or other dispute resolution proceedings in respect of the dispute that was or is the subject of the mediation and of a dispute that has arisen from the same or a related contract or legal relationship.

17.3 The parties shall not present the Mediator as a witness in any such proceedings.

Article 18

Exclusion of Liability

The Mediator and the Centre (including its officers and employees, the Board, the Secretary General, and the Secretariat) shall not be liable to any person for any act or omission in connection with the mediation, except to the extent such limitation of liability is prohibited by applicable law.

Annex I

Fees and Costs

Article 1 Filing Fee

Each Request for Mediation pursuant to the Rules must be accompanied by a filing fee of US\$ 500. The same amount shall be paid by the responding party upon filing a counterclaim. The filing fee is non-refundable.

Article 2 Administrative Expenses

1. The administrative expenses of the OIC-AC for the proceedings shall be fixed at the Centre's discretion depending on the tasks carried out by the Centre and shall normally not exceed the following:

Sum in Dispute in US Dollars		Administrative Fees in US Dollars
Up to	50 000	500
From 50 001	to 100 000	750
From 100 001	to 200 000	1250
From 200 001	to 500 000	1750
From 500 001	to 750 000	2250
From 750 001	to 1 000 000	3250
From 1 000 001	to 2 000 000	5550
From 2 000 001	to 3 000 000	7550
From 3 000 001	to 4 000 000	9550
From 4 000 001	to 5 000 000	11550
From 5 000 001	to 6 000 000	13550
From 6 000 001	to 7 000 000	15550
From 7 000 001	to 8 000 000	17550
From 8 000 001	to 9 000 000	19550
From 9 000 001	to 10 000 000	21550
From 10 000 001	to 30 000 000	23550
From 30 000 001	to 50 000 000	28550
From 50 000 001	to 80 000 000	33550
From 80 000 001	to 100 000 000	38550
Over	100 000 000	50000

2. Where the amount in dispute is not stated, the administrative expenses may be fixed by the Centre at its discretion, taking into account all the circumstances of the case, including indications regarding the value of the dispute, but they shall normally not exceed US\$ 30,000.

3. In exceptional circumstances, reasonably justified by the complexity of the dispute and in anticipation of the provisions of unexpected services, the Centre may fix the administrative expenses at a higher figure than that which would result from the application of the above scale, provided that the Centre shall inform the parties of such possibility beforehand and shall normally not exceed the maximum amount for administrative expenses foreseen in the scale.
4. The Centre may require the payment of administrative expenses in addition to those provided in the scale described in Article 2(1) of this Annex as a condition for holding the proceedings in abeyance at the request of the parties or of one of them with the acquiescence of the other. Such abeyance fee shall normally not exceed US\$ 1,000 per party per year and the fee shall not be refundable.

Article 3 Mediator's Fees and Expenses

1. Unless otherwise agreed by the parties and the Mediator, the fees of the Mediator shall be calculated on the basis of the time reasonably spent by the Mediator in the proceedings. These fees shall be based on an hourly rate fixed by the Centre when appointing or confirming the Mediator and after having consulted the Mediator and the parties. The hourly rate shall be reasonable in amount and shall be determined in light of the complexity of the dispute and any other relevant circumstances.
2. If agreed by the parties and the Mediator, the Centre may fix the Mediator's fees on the basis of a single fixed fee for the whole proceedings, rather than an hourly rate. The single fixed fee shall be reasonable in amount and shall be determined in light of the complexity of the dispute, the amount of work that the parties and the Mediator anticipate will be required of the Mediator, and any other relevant circumstances. The Centre, at its discretion, may increase or decrease the amount of the single fixed fee based upon a reasoned request of a party or the Mediator. Prior to increasing or decreasing the single fixed fee, the Centre shall invite observations from all parties and the Mediator.
3. The amount of reasonable expenses of the Mediator shall be fixed by the Centre. The Mediator's fees and expenses shall be fixed exclusively by the Centre. Separate fee arrangements between the parties and the Mediator are not permitted by the Rules.

Article 4 Prior ICC Arbitration

When a mediation is preceded by the submission of a request for arbitration pursuant to the OIC-AC Arbitration Rules concerning the same parties and the same or parts of the same dispute, the filing fee paid for such arbitration proceedings shall be credited to the administrative expenses of the mediation, if the total administrative expenses paid with respect to the arbitration exceed US\$ 5,000.

Article 5 Currency, VAT and Scope

1. All amounts fixed by the Centre or pursuant to any Annex to the Rules are payable in US\$ except where prohibited by law, in which case the Centre may apply a different scale and fee arrangement in another currency.
2. Amounts paid to the Mediator do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the Mediator's fees. Parties have a

duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the Mediator and the parties.

3. The above provisions on the costs of proceedings shall be effective as of 1 August 2024 in respect of all proceedings commenced on or after such date under the present Rules.

Annex II

Model Mediation Clause

Mediation only

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be submitted to mediation in accordance with the OIC-AC Mediation Rules.

Note: The parties should consider adding:

- (a) The year of adoption of the version of the Rules;
- (b) The parties agree that there will be one mediator, appointed by agreement of the parties [within 10 days of the mediation agreement], and if the parties cannot agree, the mediator shall be selected by the International Supervisory Board of the OIC-AC;
- (c) The language of the mediation shall be ...;
- (d) The location of mediation shall be

Multi-tiered clause

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be submitted to mediation in accordance with the OIC-AC Mediation Rules.

Note: Parties should consider adding:

- (a) The selecting authority shall be International Supervisory Board of the OIC-AC;
- (b) The language of the mediation shall be ...;
- (c) The location of mediation shall be... .

If the dispute, or any part thereof, is not settled within [(60) days] of the request to mediate under these Rules, the parties agree to resolve any remaining matters by arbitration in accordance with the OIC-AC Arbitration Rules.

- (a) The appointing authority shall be the International Supervisory Board of the OIC-AC;

- (b)* The number of arbitrators shall be (one or three);
- (c)* The place of arbitration shall be (town and country);
- (d)* The language of the arbitration shall be... .

Annex III

Model Disclosure Clauses

Model declaration of disclosure

No circumstances to disclose

To the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties of any such circumstances that may subsequently come to my attention during this mediation.

Circumstances to disclose

Attached is a statement of (a) my past and present professional, business and other relationships with the parties and (b) any other relevant circumstances. [*Include statement.*] I confirm that those circumstances do not affect my independence and impartiality. I shall promptly notify the parties of any such further relationships or circumstances that may subsequently come to my attention during this mediation.

Model statement of availability

I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this mediation.
