SCCA Online Dispute Resolution Protocol ("Protocol")
Effective 1 October 2018 / Safar 1440

1. The provisions of this Protocol shall be applied in addition to any other provisions of the SCCA Arbitration Rules that are not in conflict with them. Where in conflict, this Protocol shall prevail and modify the SCCA Arbitration Rules.

2. This Protocol shall apply if the parties so agree and if the amount in dispute does not exceed SAR 200,000, representing the aggregate amount in claim(s), counterclaim(s) and/or cross-claim(s), exclusive of the costs of arbitration.

3. The Administrator may, at any time during the arbitral proceedings, on its own initiative or upon request by any party and after consultation with the Arbitrator and the parties, decide that the provisions of this Protocol shall no longer apply to the case.

4. The dispute shall be filed via the SCCA ODR Platform. The claimant shall submit the notice of arbitration, available at ODR.sadr.org, along with copies of any supporting documents he or she wishes to submit. The claimant shall pay a filing fee of SAR 1,000 via the platform-integrated payment gateway using a Visa or Mastercard.

5. The respondent shall be notified of the notice of arbitration and exhibits thereto by email. The respondent shall have 10 days from the day of notification to file a Response to the notice of arbitration via the SCCA ODR Platform, along with any supporting documents he or she wishes to submit. If the respondent files a counterclaim or a cross-claim, a filing fee of SAR 1,000 shall be advanced by the respondent via the platform-integrated payment gateway using a Visa or Mastercard.

6. The opposing party shall have 10 days from the day of notification to file a Response to any counterclaims or cross-claims via the SCCA ODR Platform, along with copies of the supporting documents he or she wishes to submit.

7. All communications between the parties, the Administrator and the Arbitrator shall be exchanged via the SCCA ODR Platform.

8. The Administrator shall appoint a sole Arbitrator who shall disclose any circumstances that may give rise to justifiable doubts as to his or her impartiality and/or independence. The Administrator shall communicate the Arbitrator’s name and any disclosures to the parties. The parties may object to the Arbitrator’s appointment within two business
days of the Arbitrator’s appointment. Absent any objection, the Arbitrator shall be reaffirmed. If an objection is submitted, the Administrator shall invite comments from the other party and then either reaffirm the Arbitrator or remove him or her and appoint a substitute Arbitrator.

9. The claimant shall advance an additional amount of SAR 14,000 as a deposit via the platform-integrated payment gateway using a Visa or Mastercard. This deposit is intended to cover the SCCA’s administrative fee in the amount of SAR 4,000 and the Arbitrator’s compensation and expenses in the amount of SAR 10,000.

10. Unless otherwise agreed by the parties, the place of arbitration shall be Riyadh, Kingdom of Saudi Arabia.

11. Unless otherwise agreed by the parties, the language of arbitration shall be the language of the arbitration agreement.

12. Unless otherwise agreed by the parties and with the consent of the Arbitrator, the Arbitrator shall issue his or her Award based solely upon the parties’ written submissions. In exceptional cases, the Arbitrator may, in his or her sole discretion, request additional evidence from the parties.

13. In exceptional circumstances, the Arbitrator and the parties may agree to hold a hearing via the platform-integrated Cisco Webex conference system. If such a hearing is held, the parties agree to the following:

   (a) The parties shall inform each other, the Arbitrator and the Administrator of the names of all participants in advance of the hearing. Persons not involved in the proceedings shall not be admitted, unless previously approved by the Arbitrator and the parties;

   (b) The parties confirm that they will not record or permit the recording of the hearing by any other persons without the previous consent of all parties and the Arbitrator;

   (c) The costs of the hearing shall be advanced equally by the parties and are subject to reallocation by the Arbitrator in the Award.

14. After review of parties’ submissions and any other evidence, the Arbitrator shall circulate the Award by uploading it via SCCA ODR Platform.
15. The Award shall state the reasons upon which it is based. It shall specify any
determinations on the merits and shall allocate the costs among the parties.

16. The Award shall be final and binding upon the parties and shall constitute a duly
executed Award for purposes of enforcement. For purposes of enforcement, the
Administrator may request the Arbitrator to send one or more signed hard cop(ies) of
the Award.

17. The Arbitrator shall render the Award within 30 days of his or her appointment or, in
case of a challenge, his or her reaffirmation of appointment. In exceptional
circumstances, the Administrator may extend this time limit, if deemed necessary, on
its own initiative or upon receipt of a reasoned request from the Arbitrator.

18. The parties acknowledge that they have made their own enquiries as to the SCCA ODR
Platform’s suitability and adequacy for the use in the proceedings and that they are
aware of any risks in using this technology, including any risks in relation to its
security, privacy and/or confidentiality.
Model Arbitration Clause

Parties who wish to have any future disputes with an aggregate amount less than SAR 200,000 referred to arbitration under the SCCA Arbitration Rules, as modified by the SCCA Online Protocol for Online Dispute Resolution, are recommended to adopt the following model clause in their contracts:¹

“All dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration administered by the Saudi Center for Commercial Arbitration (“SCCA”) in accordance with its Arbitration Rules, as modified by the SCCA Online Protocol for Online Dispute Resolution in effect as of 15 October 2018.”

Please find the SCCA Online Dispute Resolution Protocol at www.sadr.org.

¹ These clauses are mere suggestions and in no way constitute any legal advice. Parties are encouraged to consult legal counsel before incorporating any clause into a contract.