

16A, Maamal El Sokkar St., Garden City, Cairo 11451, Egypt  
Tel.: + (202) 27954795 (10 lines), 27959228, 27952096  
Fax: + (202) 27958521  
<http://www.krr-law.com>  
Email: [mailbox@krr-law.com](mailto:mailbox@krr-law.com)

## **Egyptian Commercial and Business Laws**

By Dr. Tarek Fouad Riad  
Harvard Law School LL.M. (1982), S.J.D. (1985)  
Managing Partner of Kosheri, Rashed & Riad  
Professor of Commercial Law at the German University in Cairo  
Member of the Scientific Council of the ICC World Business Law Institute

### **Tarek Riad – Legal Consultants and Attorneys at Law**

**Leading Firm in Dispute Resolution Band 1 - Chambers & Partners 2018**  
**Top Tier Firm in Dispute Resolution: Arbitration 2019 – Legal 500 Europe, Middle East and Africa**  
**Corporate Law Firm of the Year in Egypt in 2017- M&A International Global - Legal Awards**  
**Tax – Law Firm of the Year – Egypt - 2018**  
**Construction Law Law Firm of the Year - Global Leading Lawyers 2017**  
**Commercial Law Firm of the Year in Egypt in 2015 - Global 100**  
**Arbitration Law Firm of the Year in Egypt – 2019 – Global Law Experts**  
**Best Lawyer of the Year – Global 100 – 2017**

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## **EGYPTIAN BUSINESS AND COMMERCIAL LAWS**

Egypt is currently undertaking a major evolution and transition in its investment, business and commercial laws. In this article, we will undertake to give an overview of such changes while providing some details of certain laws that we believe are important in taking the decision to invest and / or do business in Egypt.

### **THE LEGAL FRAME WORK FOR INVESTING IN EGYPT**

Egypt promulgated a new Investment Law in no. 72 of 2017 amended by law no. 141 of 2019 (the "Investment Law"). The new Investment Law offers certain incentives for Egyptians and foreigners for investment in Egypt as summarized herein below:

The new Investment Law includes general and special guarantees and incentives for investors. There are also main general features in the new law that have been introduced in order to help the investors.

The Investment Law includes some general features such as: electronic incorporation system, refusal to take arbitrary decisions against the investors assets, exemption from certain taxes and fees and customs tax of 2% on all the investments companies imports related to their establishment.

## **Investment Guarantees:**

The Investment Law also provides for investment guarantees for foreign investors, including residency for foreign investor for the duration of the project and the ability to transfer the profits outside Egypt for the foreign investor. The Investment Law even recognizes preferential treatment for foreign investors in application of the principle of reciprocity.

Moreover, the Investment Law protects Egyptians as well as foreign persons, companies and establishments against nationalization and confiscation.

## **Investment Incentives**

In its attempt to promote investments in Egypt and encourage investors to take Egypt as their choice for investment, the Investment law provides for Special and additional incentives to be granted to the investor during the three years following promulgation of the Executive Regulation of the Investment Law.

The Special Incentives includes certain tax deduction for up to seven years from the date of start of the activities of two categories as follows:

- Category (A) that includes investment projects established in of net profit certain geographic areas, which are the most needed for development. The law grants a 50% tax deduction of the profits of their investment's costs.
- Category (B) that includes specific investment projects established in the rest of the country that also need development but do not fall under category (A). The law provides a 30% tax deduction of the profits of their investment costs.
- Otherwise companies established in accordance to the Investment Law are subject to the general rules provided in the income tax law no. 91 of 2005.

In a further attempt to promote investment in Egypt, the Law provides for certain additional incentives as follows:

- The Council of ministers has the right to add additional incentives without prejudice to the other incentives applied by the Law in specific cases such as:
  - Special customs windows for the exports/imports of the investment project.

- The Government's payment of the expenses for establishment of the utilities for the investment project.
- The Government's payment of part of the expenses of the technical training of the labor force.
- Refund of half the value of the land of the investment industrial project in case of start of production during two years following the handing over the land.
- Allocation of land free of charge for some strategic projects according to given conditions.

There is no price control on the products of companies and establishments subject to this Law or on the limits of their profits.

The investment companies and establishments have the right to own building lands and build real estates that are necessary for exercising their activities and expanding them, whatever is the nationality or place of residence of its partners, shareholders, or the percentage of their participation.

Without prejudice to the provisions set forth in the laws and decrees pertaining to investment, the investor shall have the right to establish, expand or develop the investment project, and to finance, possess, manage, use, and dispose of it, and transfer its profits, and

has the right to liquidate the project, and transfer the proceeds of such liquidation in whole or in part without prejudice to the rights of third parties.

The capital of the companies governed by the provisions of this Law may be in any convertible currency and their financial statements drawn up and published in such currency provided that the subscription to their capital shall be made in the same currency and that the full issued capital shall be paid and deposited with one of the banks registered with the Central Bank of Egypt in foreign currency accounts.

Furthermore, the capital of such Companies may be altered from Egyptian pound to any convertible currency at the exchange rates applicable on the date of conversion subject to compliance with the controls to be set forth in the Executive Regulations of the Investment Law.

Joint stock companies established under this Law are not exempted from the obligation to distribute 10% of their profits to their employees and participation of the employees of joint stock companies that are subject to the Investment Law in the



management of those companies shall take the form provided in the statutes of the companies.

Moreover, it should be noted that the law provides for certain specific rules in the specialized investment areas and technological areas established by a decision of the Prime Minister.

This Law provides for facilities relating to the different forms of disposal of public lands and buildings for establishments that are subject to the Investment Law, and those facilities may even include free disposal in case and according to the provisions of this Law.

The Law also establishes ministerial committees that aim at solving the investment disputes between the investors and the State and its dependent organs without prejudice to the right of the investors to bring those disputes before the competent courts; and this Law provides that settling the investment disputes in connection with implementation of its provisions may be carried out in the manner agreed upon with the investor, or according to the provisions of the Egyptian Law on Arbitration in Civil and Commercial Matters promulgated by Law No. 27 of the year 1994 as amended.

## **Another important advantage derived from subjection to the Investment Law**

In our opinion there still remains a major difference that should be taken into consideration when deciding whether to establish a company under the Investment Law or under the Companies Law, on the assumption that the party has the option of establishing a company under either Laws. If a party establishes a company under the Investment Law, then in dealing with the different departments of the Egyptian government it will only be dealing with the Investment Authority i.e. the services center of investors and the Investment Authority is responsible for obtaining the necessary approvals of the different governmental authorities, but if a party establishes the company under Companies Law, then said party would be responsible for obtaining the necessary permits from each governmental department separately, taking into consideration the number of permits that are normally required when establishing any type of activity in Egypt we believe that this factor favors establishment of the company under the Investment Law and not under the companies Law.

## **THE NEW ECONOMIC ZONES**

The Law of the Economic Zones of Special Nature (the

“Economic Zones Law”), was promulgated by Law No. 83 of 2002 as amended by Law No. 27 of 2015, in order to encourage investment in certain areas.

A Presidential Decree establishes the economic zones areas and the authorities that manage them. The aim of each Authority is to encourage investments in the economic zone under its responsibility for the establishment of cultivation, industrial and services projects that are able to compete with comparable ones abroad.

Each economic zone has a special customs and taxes administration system that is established by the Minister of Finance.

The Economic Zones Law provides for the possibility of terminating the employment contracts of the employees in the economic zones, according to terms easier than those prevailing under the Egyptian Labor Law, as well as for the possibility of establishment of a special system for the social insurance of those employees.

The income tax in the economic zones is 10% of the net income except for the income derived from the salaries of those working in them, which is 5%.

The profits derived from bonds and from loans that are granted to establishments in the economic zones are exempted from taxes, and no sales taxes or duties or other direct or indirect taxes may be imposed in them.

The machines, raw materials, spare parts, components ...etc that are necessary for the authorized activities in the economic zones may be imported without permits, and are exempted from the customs taxes, the sales taxes and from all other taxes and duties. The products of those establishments may be exported without permits, and are subject to the customs taxes, the sales taxes and other taxes and duties only on the imported components of those parts when they enter the local Egyptian market.

Furthermore, the establishments operating in economic zones may not be subject to nationalization, nor may they be subject to sequestration, freeze of assets or to confiscation except by a judicial judgment, and those establishments are entitled to decide on the prices of their products and services without governmental interference.

## **IMPORT AND EXPORT REQUIREMENTS IN EGYPT**

Importation for commercial purposes in Egypt required being register in the Register of Importers.

Under Egyptian law, up to 51% of share capital of the importer shall be owned by either (i) Egyptian nationals or (ii) Egyptian entities fully owned by Egyptian nationals. Moreover, the manager overseeing importation needs to be Egyptian.

Nevertheless, the Investment Law provides that all companies and establishments subject to this Law may import by themselves or via third parties what they need for their establishment, expansion or operation, of production necessities, materials, machines, equipment, spare parts, and means of transport which are suitable to the nature of their activities, without need for recording in the Register of Importers.

Registration in the Register of Exporters is needed for engagement in export from Egypt. There are no restrictions imposed on foreigners or local entities wholly or partly owned by foreigners with regard to export of products from Egypt.

Companies and establishments subject to the Investment Law have the right to export their products by themselves or through

middlemen without a license and without need for their registration in the Register of Exporters.

## **COMMERCIAL AGENTS AND INTERMEDIARIES**

Registration in the Register of Commercial Agents and Intermediaries is a condition for engagement in commercial agencies or intermediaries' activities, and only Egyptian nationals and fully owned and managed Egyptian companies may be inscribed in this Register.

It might be worth noting that the Commercial Law No. 17 for 1999 regulates certain important aspects of the relationship between Commercial Agents and their Principals and makes it somewhat difficult for a foreign company to terminate its exclusive relationships with a local agent if such relationship has been registered in the Register of Commercial Agents and Intermediaries at the Ministry of Foreign Trade and Industry.

## **TRANSFER OF TECHNOLOGY RULES IN EGYPT**

Egypt has up to the first of October 1999 applied a Commercial Code instead of the old commercial code that dated back to 1883.

Obviously, the provisions of the old Code that regulated a vital part of the commercial activity, were no longer adequate for the radically different conditions and needs of the new millennium, and

Egypt faced this situation by promulgating a new modern Commercial Code (No. 17 of 1999) - which is in some aspects only - in line with the prevailing commercial climate of the new century.

Globalization and the ever increasing technological influence and power of the highly industrialized states, may have created a reaction on the part of the less industrialized states -including Egypt- which have found it necessary to codify certain rules relating to the transfer of technology, aiming at achieving the minimum balance between the Suppliers and the Importers of technology.

The most important rules contained in the new Commercial Code in this respect are the following:

1. Any condition prescribed in the Technology Transfer Contract, which restricts the freedom of the Importer of the Technology (the "Importer") in its use, development, acquaintance of the product or its advertisement, may be invalidated. This shall apply in particular to the conditions binding the Importer with one of the following requirements:
  - A. Accepting the improvements introduced by the Supplier of the Technology (the "Supplier"), and paying their value.
  - B. Prohibiting the introduction of improvements or modifications to the technology to suit the local conditions or the conditions of the Importer's establishment. As well as, prohibiting the

acquisition of another technology similar to or competing with the technology subject of the contract.

- C. Use of specific trademarks to distinguish the commodities for which the technology was used in their production.
- D. Limiting the volume of production, its price, the method of its distribution or its export.
- E. Participation of the Supplier in running the establishment of the Importer or his interference in choosing its permanent employees.
- F. Purchase of the raw materials, equipment, machines, apparatuses, or spare parts for operating the technology, from the Supplier alone, or from the establishments exclusively specified by him.
- G. Restricting the sale of the production, or the delegation for its sale exclusively to the Supplier or to the persons, which he defines.

The foregoing shall apply unless any of these conditions is prescribed in the technology transfer contract, with the aim of protecting the consumers of the producer, or safeguarding a serious and legal interest of the technology Supplier.



2. The Supplier has to submit to the Importer the information, data and other technical documents that are necessary for assimilation of the technology, and also the necessary technical services requested by the Importer for operation of the technology, and in particular the expertise and training.
  
3. The Supplier also has to inform the Importer of the improvements that he might introduce to the technology during the validity period of the contract. The Supplier has to transfer these improvements to the Importer if the latter requests him to do so and the Importer shall pay the charges for the technology and for the improvements introduced to it, at the time and place agreed upon.
  
4. The Supplier, during the validity of the contract, has to provide to the Importer, upon the latter's request, the spare parts he produces and which are required for the machines or equipment used in operating his establishments, and if the Supplier does not produce these parts in his own establishments, he shall advise the Importer of the sources where they are available.
  
5. The Supplier shall guarantee the conformity of the technology and the documents attached to it, to the conditions prescribed in the contract. He shall also guarantee production of the

commodity, or performance of the services agreed upon, according to the specifications prescribed in the contract, unless otherwise agreed upon in writing.

6. Egyptian Courts shall have the jurisdiction to decide on the disputes arising from the technology transfer contract referred to in this Commercial Law. Agreement may be reached on settling the dispute amicably or via arbitration to be held in Egypt according to the provisions of the Egyptian Law.

In all cases, deciding the subject of the dispute shall be according to the provisions of the Egyptian Law, and any agreement to the contrary shall be null and void.

## **LEGAL ENTITIES UNDER EGYPTIAN LAW**

The Egyptian Law provides for the existence of full partnerships, limited partnerships, partnerships limited by shares, limited liability companies and joint stock companies, all of which are more or less modeled on the classical European Continental Style.

The Companies Law No. 159 of 1981 used to provide for the need to obtain an administrative license in order to establish partnerships limited by shares, limited liability companies and joint stock companies; but since promulgation of Law No. 3 of 1998 in January 1998 such requirement is no longer necessary and the

administrative authority now has only to be informed *-a posteriori-* of their establishment.

On the other hand, a need for an administrative license from the Investment Authority still exists in order to establish companies subject to Investment Law.

The following details concerning limited liability companies and joint stock companies are worth mentioning here:

## **LIMITED LIABILITY COMPANIES**

The Egyptian limited liability company has a minimum of two founding members and a maximum of fifty whose responsibility is limited by the value of their shares-parts in the Company.

The limited liability company may not engage in the activities of insurance, banking, savings, nor may it receive deposits or invest funds on behalf of third parties. No partner in the Company may transfer a part in it to third parties without first offering it to existing members.

The issued capital of a limited liability company is designated by its partners and it must be fully paid up at incorporation. The issued capital may be 100% foreign owned and is divided into equal parts, and all parts must be subscribed on formation.

Limited liability companies are directed by one or more directors (at least one of whom must be Egyptian) and by their general assemblies, and if the company has more than ten partners, it must also have a supervisory council.

## **JOINT STOCK COMPANIES**

The responsibility of the shareholder of the joint stock company is limited by the value of his shares in the company. In general the issued capital of the Egyptian joint stock company whose shares are not offered for public subscription is L.E. 250,000 and the minimum issued capital of the company whose shares are offered for public subscription is L.E. 500,000.

10% of the issued capital has to be paid at formation and it has to be increased to 25% within three months from the date of formation of the Company, and the rest has to be paid within a maximum of five years from this date.

Moreover, the issued capital of the company may be 100% foreign owned and directed.

The company may also specify in its Articles of Incorporation an authorized capital, which may not exceed ten times the issued capital.

The members of the board of directors of the joint stock company are appointed and dismissed by the shareholders in an ordinary general assembly of the shareholders. The board of directors and the general assemblies of the shareholders should be held in Egypt and the shareholders may vote in person or by proxy to other shareholders. Resolutions are passed by a simple majority of the shares represented at the meeting, unless the articles of incorporation require a greater majority. In extraordinary assemblies, resolutions are passed by a two-thirds majority, unless the resolution relates to an increase or decrease of capital, dissolution of the company, a change of its purpose, or a merger, in which case the majority required is three-quarters of the shares represented in the meeting.

Every company must appoint an independent auditor in addition to a lawyer both should be licensed to practice in Egypt.

Furthermore, the employees of the company play a role -by virtue of the law- in management of the company, usually through an administrative committee, that views the subjects relating to the employees, and whose chairman is entitled to attend and vote in the meetings of the boards of directors of the Company, and 10% of the profits of the company -on condition of not exceeding the yearly salaries of its employees- has to be distributed to the employees of the company. The above rule relating to distribution of 10% of the profits to employees also applies to companies' subject to the Investment Law.

## **Sole Person Company**

One of the significant changes in the New Amendments of the companies law in 2018 is introducing a new type of company to solve the issue of the unlimited liability of a merchant dealing in his sole name as such.

### **The Sole Person Company is defined as follows in Article 129 Bis of Law No.4 of 2018 amending the Companies Law No. 159 of 1981:**

*In exception of the provisions of Article 505 of the Civil Code, each natural or juristic person, within the limits of the objectives it is established for, may establish alone a Sole Person Company in accordance with the provisions of this Part. This company shall be of a limited liability.*

*The Sole Person company is registered and acquires the juristic personality as from the date of its inscription in the commercial register.*

*Where no special provision is set out, the provisions of the limited liability companies set out in this Law shall apply to the sole person companies.*

This is for the first time that such kind of companies have been introduced in the Egyptian Law, as the basis of incorporating a company in Egypt is the existence of a partnership between two or more persons. In this new type of company an individual, whether a natural or juristic person, may solely establish a company (the "**Sole Person Company**").

The Sole Person Company is a limited liability company in which the founder is only liable to the extent of the capital of the company. However, the New

Amendments also set forth certain limited cases where the owner of the Sole Person Company may be totally liable, the corporate veil of the Sole Person Company may be pierced and the founder is held jointly liable with the company, these cases are:

1. If the patrimony of the company and the patrimony of the founder is not separated.
2. Cases of fraudulent liquidation or suspension of its activity before the end of its duration or realization of its purpose.
3. Concluding contracts or deals in the name of the company before its establishment and these contracts or deals are not necessary for establishing the company.

### **Establishment and Capital of the Sole Person Company**

- The New Amendments requires the capital of the Sole Person Company to be paid in full upon the establishment of the company.
- The Executive Regulations determined that the minimum capital required for the establishment of the Sole Person Company is EGP50,000.
- \_ Registration is a must for all commercial companies including the Sole Person Company.

### **Management and Founder's Mandates**

The founder of the Sole Person Company runs all corporate aspects relating to the company, such as amending the company's contract, terminate the company as specified in the law and the founder may also increase or decrease the capital of the company.

The founder of the Sole Person Company is also allowed to conclude agreements between himself as an individual and between the company, provided that such agreements do not compromise the financial separation between the founder and the company and the price of the contract shall be equitable.

>The New Amendments allow Joint stock companies, Partnerships Limited by Shares and Limited liability companies to transform themselves into a Sole Person Company in the event that the respective minimum number of shareholders/partners under the Companies' Law for these companies can no longer be met.

### **Restrictions**

The Sole Person Companies are prohibited from undertaking the following activities:

- founding another Sole Person Company;
- undertaking public subscription (whether at the establishment of the company or during capital increase);
- splitting the capital of the company into tradable shares;
- borrowing through issuing negotiable securities; or
- undertaking the activities of insurance, banking, savings or receipt of deposits or investments on behalf of third parties.

### **Obligatory Liquidation of the Sole Person Company**

The Sole Person Company will be put into liquidation in the following cases:



- losses exceeding half the capital of the company unless the founder resolves to continue the activity of the company.
- Extinction of the juristic person who owns the capital of the company.
- Retainment of the owner of the company or loss of his capacity.
- Death of the founder (unless the company reverts to one heir or the heirs resolve to the continuity of the company in its same legal form and adjusted its situation during the six months following the decease.

## **Branches of Foreign Companies**

A foreign company may establish a branch in Egypt provided it is registered in the Egyptian Commercial Register and in a special Register in the Egyptian Companies Department.

The branch must, every year, submit to the Companies Department, a copy of its balance sheet, profit and loss account and the auditor's report, along with details concerning managers, personnel and salaries as well as its profits and the employees part in it as stated above.

The branch of a foreign company must also abide by Egyptian legislation including the laws governing companies, taxation, labor, social insurance and foreign exchange, and must also employ an Egyptian auditor.

## **Foreign Employers**

It should also be noted that partnerships limited by shares, limited liability Companies, joint stock Companies as well as branches of foreign companies operating in Egypt may not employ foreigners representing more than ten percent of their work force, nor may they pay them more than 20 percent of the total payroll unless they receive an exemption by the concerned minister.

## **Representative Offices**

Representative offices of foreign Companies may also be established in Egypt.

They may not engage in any commercial activity and their sole purpose is to study the markets and the potentials of production for the foreign companies in Egypt. They also have to be registered at the Egyptian Companies Department.

## **THE EGYPTIAN INCOME TAX LAW**

A new income tax law no. 91 of 2005 (the "Law") was promulgated in Egypt that drastically amended the income tax rules that were applied up to the date of its entry into force as from June 10, 2005.

The law did not change the basic structure of the tax that is imposed on the total net income of natural persons domiciled in Egypt and on those domiciled outside Egypt concerning their incomes that are derived from permanent establishments in Egypt, nor did the law fail to mention that this total net income is derived from the following sources.

1. Salaries and wages of individuals.
2. Commercial and industrial activities of individuals.
3. Professional and non-Commercial activity.
4. Income derived from immovable property.

On the other hand, the law as amended lowered the maximum income tax rate from 40% to 22.5% and abolished the totality of the corporate and income tax exemptions provided in the Investment Guarantees and Incentives law no. 8 of 1997 in relation to establishments that are incorporated after entry into force of the law.

The law defines in some detail the meaning of the “permanent establishment” which was not mentioned in the previous income tax law no. 157 of 1981 as amended and increases the income that is exempted from the tax to L.E 5000 (and L.E 12000 in general relation to the salaries and wages).

We shall mention herein below in some details the rules provided in the law concerning the tax on the income of juristic persons due to its importance for foreigners doing business in Egypt.

## **TAX ON JURISTIC PERSONS PROFITS**

The tax is imposed on the net yearly profits of the juristic persons that are domiciled in Egypt from all their profits, whether from Egypt or abroad, and on the profits derived from a permanent establishment in Egypt in relation to juristic persons that are not domiciled in Egypt.

The definition of “juristic persons” includes all types of companies, as well as foreign banks and foreign establishments, even if their head offices are situated outside Egypt and their branches are in Egypt, and the income tax on the rate of the net yearly profits is normally 22.5% and 40.55% concerning the profits of companies that are prospecting for oil and gas.

The taxable profit of those juristic persons consists of the total revenue after deducting, the costs and expenses that are necessary for obtaining the profit, as detailed in the law.

On the other hand, the various tax exemptions provided in the previous Income Tax law for companies listed in the stock exchanges and that employ a certain number of employees have been abolished on the understanding that the lowering of the income tax rate by around 50% (i.e. 22.5% instead of 40%) is a fair counterpart for such abolishment of those exemptions.

The main tax exemptions provided in the law concerning the profits of juristic persons include the following:

1. Profits of reclamation or cultivation of reclaimed land for a period of ten years starting from the date of exercising the activity.
2. Profits of animal, poultry and fish production for a period of ten years starting from the date of exercising the activity.

3. Distributions and profits obtained by Egyptian domiciled juristic persons against their participation in other domiciled juristic persons.
4. The returns of the juristic persons from their securities, which are issued by the Egyptian Central Bank or the returns from the dealing in those securities.

## **SOCIAL INSURANCE CONTRIBUTIONS**

The employers must pay social insurance to the Social Insurance Authority on their own behalf and on the behalf of their Egyptian employees.

Expatriate staffs are not liable for Egyptian social insurance unless their employment Contracts are for not less than a year and on condition of reciprocal treatment for Egyptian working in the concerned foreign State. The social insurance contributions cover old age, incapacity, death, work accidents insurance, sickness insurance and unemployment insurance. The total employers contributions amounts to 26% of the salaries and the employee's contribution amounts to 14% of the salaries.

## **THE EGYPTIAN LABOR LAW**

A work permit is required for foreigners who intend to work in Egypt.

The new Egyptian labor law promulgated by law no 12 of 2003 (the "New Labor Law") provides that the employer is allowed to employ the employees on probation for up to three months and the employment contract may be either for a limited or an unlimited period of time.

The legal maximum working hours are eight per day or forty-eight hours per week excluding overtime and rest meal periods, and the employees must get a weekly rest which must not be less than twenty-four hours.

Employees have the right to twenty-one days of annual paid vacation days after working for one year and thirty days after working for ten consecutive years or reaching the age of fifty.

With regard to the employee sick leave, the general rule is that the employee is entitled to six months of sick leave per year with pay between 75 percent and 85 percent of the normal wage.

The minimum overtime premiums are 35 percent of normal pay for overtime work during daylight, 70 percent for work at night, and 100 percent for work on rest days and holidays.

Dismissal of the employee is legal if he commits a serious offense as defined by the New Labor Law.

We would add here that the New Labor Law has introduced a number of major modifications relating to the employment relationships that can be summarized as follows:

1. The New Labor Law provides for an obligatory annual increase of a minimum of 7% in the employees' basic salaries.
2. The concerned Minister may designate certain activities which cannot be exercised by foreigners in Egypt, as well as the maximum number of foreigners allowed to work in establishments in Egypt.
3. The ranges of disciplinary sanctions that may be imposed on the employees have been increased in order to allow for certain latitude in this respect.
4. The Labor Law originally provided that the jurisdiction to view the legal actions relating to the employment relationships was entrusted to judicial Committees composed of two judges -one of whom presides the Committee-, a civil servant, a member representing the concerned Labor Union, and a member representing the



concerned Employer's Syndicate, and the decisions of those Judicial Committees may be subject to appeal and to recourse to the Court of Cassation in accordance to the general rules of Egyptian Law. This system was abrogated by Law No.180 of 2008 and the jurisdiction to view the legal actions relating to the employment relationships has been transferred to the regular judicial Courts.

5. The previous Labor Law of 1981 provided that renewal or continuation of a temporary employment contract is considered a renewal or a continuation of this relationship for an unlimited period of time. The New Labor Law takes a totally different approach in this respect, which allows the multiplicity of renewals of temporary employment contracts. The importance of this innovation is obvious because it allows, for the first time in decades, to employ the employees on a continuous temporary basis, which minimizes to a great extent the number of legal actions brought against the employers for abusive dismissal of their employees.
6. The New Labor Law provides that the unjustifiable dismissal of the employee by the employer, allows the employee to claim damages before the judicial committees referred to above, and the damages accorded by the judicial committees in those cases must

not be less than a sum equal to two months of the total wage for each year of service.

7. The New Labor Law provides that the age of retirement must not be less than 60 years, and that the employer may terminate the employment contract when the employee reaches the age of 60, unless he was employed for a limited period that ends after the employee reaches this age.
8. The New Labor Law has introduced detailed provisions concerning vocational training, including the creation of a fund for financing this training, which is partially funded by 1% of the net profit of the establishment subject of this Law that employs more than ten employees.
9. The New Labor Law allows the employees for the first time to strike peacefully through their labor unions, in defense of the professional, economic and social interests, and in accordance to this Law. The New Labor Law also provides that the strike has to be approved by a two-thirds majority of the Board of Directors of the concerned labor union organization. On the other hand, employees in strategic and vital establishments designated by the Prime Minister are not allowed to strike.

10. The New Labor Law allows the employer for economic reasons – to close his establishment totally or partially or to reduce its size or activity, after approval of a Committee whose membership and authority is designated by the Prime Minister, and the employers have to pay to the employees- whose employment contracts are terminated for economic reasons – a sum equal to one month of the employee’s total salary for each of his first five years of service and one and a half month for each year of service over and above the first five years.

## **PATENTS, TRADEMARKS AND COPYRIGHTS REGULATIONS IN EGYPT**

A recent Law No. 82 of 2002 (the “Intellectual Property Law”) on the protection of intellectual property rights, was promulgated by the Egyptian People’s Assembly; and it provides for extensive protection of these rights, particularly in the following fields:

### **PATENTS**

The Intellectual Property Law allows inventors to obtain patent protection for twenty years from the date of application in Egypt.

The patent protection for utility designs is for seven renewable years starting from the date of application in Egypt, and the patent protection for schematic designs of integrated circuits is ten years

starting from the date of application in Egypt or the date of first commercial exploitation thereof in Egypt or abroad, whichever date is prior to the other.

It is the patent holder's exclusive right to fully exploit the invention. It is also his obligation to fully exploit it, otherwise the patent holder may be subjected to compulsory licensing in favor of a third party for failure to do so, as detailed in this Law.

Undisclosed secret data and information also enjoy protection in accordance with this Law.

## **TRADEMARKS**

The Intellectual Property Law provides owners of trademarks with a protection period of ten years subject to renewals for similar periods. The owner of the trademark is the one who effects the registration and uses the trademark for the five following years, unless it is established that a third party had a priority of using it, and the person who had preceded the one in whose name the trademark is registered has the right to challenge and declare null and void the registration during those five years.

However, the trademark may be challenged and declared null and void without a period restriction if it is coupled with ill will.

This Law provides that the owner of a famous trademark in Egypt and worldwide has the right to enjoy the protection prescribed in the Law even if the trademark is not registered in Egypt.

## **INDUSTRIAL DESIGNS AND DRAWINGS**

Industrial designs and drawings enjoy protection for ten years starting from the date of application for registration in Egypt, and the protection is renewable for five years.

## **COPYRIGHT**

Copyright protection includes literary, technical and scientific works such as architectural designs, speeches, musical works, theatrical pieces, maps, photographic and cinematographic works, works for broadcast on television or radio, videotapes, and computer software.

The protection extends to fifty years after the death of the author. If the author is a legal entity, then the protection begins on the date of first publication.

The protection for applied arts works is for twenty-five years starting from the date of their publication or the date they are made available to the public for the first time whichever is the latter

and broadcasting authorities enjoy the exploitation protection for twenty years starting from the date of first transmission of the programs.

## **BOTANICAL PRODUCTS**

Botanical biological and non-biological products created in Egypt and abroad –which are new, distinctive, homogeneous, durable and that have a distinctive appellation- enjoy the protection of the Intellectual Property Law once they are recorded in the special register for botanical products subject of protection.

The duration of the protection is twenty-five years for trees and grapevines and twenty years for other agricultural products, and the general rule is that the protection runs from the date of obtainment of the certificate of the right of the grower.

## **THE EGYPTIAN BANKING AND FOREIGN EXCHANGE LAW**

The new Central Bank, Banking System and Foreign Exchange Law no 88 of 2003 (the “Banking Law”) introduced many new Concepts that are worth noting and which affect the investors in those field.

- The first chapter of this law Contains the provisions relating

to the Egyptian Central Bank, a public Juristic person that is dependent of the President of the Republic, and which has wide ranging rights in relation to the Control of various banks operating in Egypt as detailed herein below.

- The second chapter deals with the Organization of the banking system operating in Egypt. Banks operating in Egypt and their branches abroad have to be inscribed in a special register held in the Central Bank.

The issued fully paid up Capital of the bank must not be less than L.E 500 Million and the Capital earmarked for the operations of branches of Foreign Banks operating in Egypt must not be less than 50 million U.S Dollars or their equivalent in free foreign exchange.

Those banks are free to decide upon the prices and interests relating to their banking operations.

On the other hand, Banks may only terminate their activities after obtaining of the approval of the Central Bank, and the Central Bank has the right to reject the appointment of the members of the board of directors of banks, and of their top managers. Furthermore, the Central Bank has the right to request the dismissal of any board

member of any bank and/or any of its top managers, if an investigation by the Central Bank reveals that the concerned person did not abide by the safety rules relating to the banks deposits and assets.

Egyptians and foreigners are allowed to own any percentage of the Capitals of banks, nevertheless ownership of more than 10% of the issued Capital of a bank or any percentage of its capital resulting in control of a bank has to be authorized by the Central Bank.

The Egyptian Central Bank is also empowered to lay down the rules that ensure its control and supervision of banks operations in Egypt and the norms under which they operate, as detailed in the Banking Law.

Finally, the Central Bank has the right to cancel the registration of banks and branches of foreign banks operating in Egypt if they contravene the Banking Law, or if they adopt policies that harm the general economic interest or the interest of their depositors or their shareholders.

- The third chapter of the Banking Law deals with the management of the public sector banks.



- The fourth chapter concerns the secrecy of banks accounts, which is guaranteed with some exceptions, including the bank's obligation to disclosure if it so decided by a judicial or arbitral judgment, or if so provided in the Anti Money Laundering Law.
- The fifth chapter deals with the system of mortgage of properties and assets to banks.
- The sixth chapter provides for the rules relating to the issue of Egyptian currency and foreign exchange transactions.

In this respect it should be noted that every natural or juristic person has the right to keep all the foreign exchange that he owns or possesses and that he may freely conclude local and foreign transactions through the banks and the other authorized establishments that are accredited to deal in foreign exchange. Nevertheless, it has to be noted that due to the present difficult economic situation in Egypt, certain restrictions are now imposed on the maximum amounts of foreign currency that are allowed to be transferred abroad, and that there certain restrictions have

been imposed in the past with regard to Egyptian exporters keeping the totality of the proceeds of their exports in foreign currency, and although those restrictions have been cancelled, nevertheless nothing prevents the Government from reintroducing them in the future as it deems appropriate.

Sale and purchase transactions inside Egypt – whether for goods or services – has to be effected in Egyptian pounds, and the rate of exchange of the Egyptian pound vis a vis foreign currencies is determined by the market values in the light of the rules relating to the organization of the foreign exchange markets that are decided by the Prime Minister at the recommendation of the Central Bank.

In addition, the Law ensures the right of travelers to bring in and to take out Foreign Currencies on condition of disclosing amounts over ten thousand dollars or their equivalent, on entering or leaving the country .

## **ANTI MONEY LAUNDERING REGULATIONS**

The Anti-Money Laundering Law was promulgated by Law No. 80 of 2002 (the “Money Laundering Law”), which aims at the prohibition of money laundering resulting -inter alia- from the crimes

of planting, production, importation, exportation and trading in narcotics, kidnapping, terrorism, importation of arms, ammunition and explosives without license, misappropriation of public funds, embezzlement, breach of trust, fraud, swindle, forgery, theft, prostitution, theft of antiquities, and also organized crime mentioned in international treaties to which Egypt has adhered to, and irrespective of whether the money laundering crime or the above mentioned crimes were committed inside Egypt or abroad, on condition that they are punishable in accordance to Egyptian and foreign laws.

The Money Laundering Law provides that a certain independent unit be created at the Egyptian Central Bank – composed of representatives of the concerned Authorities- (the “Unit”) which has the task of receiving information from the various financial institutions relating to transactions in which money laundering is suspected, and this Unit has to investigate the information and the notifications relating to the suspicion of money laundering crimes and to inform the Public Prosecution of the results.

The Money Laundering Law also obligates the financial institutions to inform the Unit about the transactions in which

money laundering is suspected, and to implement systems that ensure obtaining information about the legal status of their customers and the true beneficiaries whether natural or juristic persons.

Furthermore, the financial institutions are prohibited from opening accounts or making deposits or accepting money which are from unknown sources or in the names of fictitious persons.

The Money Laundering Law provides for the secrecy of operations relating to the combat of money laundering, and it ensures the judicial cooperation between the Egyptian and foreign judiciaries in this field, as detailed in this Law.

In addition, the Money Laundering Law also states that entry or exit of foreign currency from and into Egypt is free, on condition of the obligation to mention - on a special attestation- the sums of over twenty thousand dollars or their equivalent when entering into Egypt that is more than the corresponding sum provided in the Banking Law.

The Law finally mentions that without prejudice to the harsher penalties mentioned in any other law, the penalty for the

commission or the attempt to commit the crime of money laundering is imprisonment for up to seven years and a fine amounting to up to twice the money subject of this crime.

## **THE EGYPTIAN COMMUNICATIONS LAW**

A new Law was promulgated under No. 10 for the year 2003 organizing Communications in Egypt (the "Communications Law").

According to the Communications Law the "National Authority for Organization of Communications" ("TRA") is the governmental Authority that is responsible for applying this Law.

Article 21 of the Communications Law provides that neither communications network may be established or operated nor communications services to third parties be neither offered, nor international telephone calls be passed without a permit issued by the TRA.

Requests for obtainment of the permits are presented on the forms prepared by the TRA together with the data and documents that it designates and the request must in particular contain the suggested basis for the pricing of the services and the way of its evaluation.

Furthermore, the TRA decides upon the fees for the permits and the rules and procedures relating to its payment.

The Communications Law also provides that the already existing partially Government owned "Egyptian Company for Communications" (Egypt Telecom) is exclusively entitled up till 31 December 2005 to establish, operate and exploit the international correspondence networks between Egypt and any other State through the international crossing points by maritime, land, microwave links, industrial tele-stars for fixed services, and also to pass international calls and to offer telephone, fax telex and telegraph services through those networks. It is expected that the Egyptian government - in due course - will authorize other companies to undertake said services in Egypt.

## **EGYPTIAN OIL AND GAS CONCESSIONS**

Oil and gas concessions are granted in accordance with Egyptian Law No. 66 for 1953 concerning Mines and Quarries as amended by Law No. 86 for 1959 and its Executive Regulations.

A law is promulgated by the People's Assembly allowing the concerned Minister to conclude the required Concession Agreement for the exploration and exploitation of oil and gas between the Arab Republic of Egypt on one side and the Egyptian General Petroleum Corporation (EGPC) and the foreign Company (i.e. the Contractor) on the other side, in a specific area and according to the conditions that are attached to this Law, and the rules and procedures that are contained in those conditions that have the force of Law and prevail over other Egyptian Legislation including the above mentioned Law No. 66 for 1953 as amended.

Usually the Concession Agreement contains the definitions, the grant of rights and the government's royalty during the development period, the initial exploration period and its extension, and the applicable rules in case of a commercial discovery.

The general rule is that the Contractor is subject to the Egyptian Income Tax laws, and that the Contractor's income is calculated in accordance to the rules contained in the Concession Agreement.

Moreover, EGPC and the Contractor may form a private sector operating company in Egypt following the commercial discovery and

this operating company is subject to the Laws and Regulations in force in Egypt to the extent that such Laws and Regulations are not inconsistent with the provisions of the Concession Agreement or the charter of the operating company.

The Concession Agreement also provides for the rules concerning the Contractor's recovery of his costs and expenses in respect of all exploration, development and related operations under the Concession Agreement, and the production sharing and valuation.

The Concession Agreement also mentions the various bonuses that the Contractor has to pay to EGPC, the customs exemptions, the privileges of the governments representatives in relation to the supervision of the correct execution of the Concession Agreement, and in addition it contains a stabilization clause to protect the Contractor in case of changes in existing Legislation or Regulations which take place after the execution of the Concession Agreement and which significantly affect the economic interests of this Agreement to the detriment of the Contractor.

The Concession Agreement provides for the right of the Egyptian Government to requisition all or part of the production in



cases of national emergencies, and the applicable procedures and rules in such cases, as well as in cases of breach of the Concession Agreement.

Finally, the Concession Agreement states that any dispute, controversy or claim arising out of or relating to the agreement or the breach, termination or invalidity thereof, between the Government and the parties shall be referred to the jurisdiction of the appropriate Egyptian Courts, and shall be finally settled by such Courts, and that any dispute, controversy or claim arising out of or relating to the Concession Agreement, or breach, termination or invalidity thereof between EGPC and the Contractor shall be settled by arbitration, and in this case Egyptian Law shall apply to the dispute except that in the event of any conflict between Egyptian Laws and the Concession Agreement the provisions of the Concession Agreement shall prevail.

## **THE EGYPTIAN ANTI MONOPOLY LAW**

The Egyptian Law of Protection of Competition and Prevention of Monopoly Practices was promulgated by Law No. 3 of 2005 and entered into force on 16 May 2005.

This Law provides for the first time for rules that aim at the exercise of economic activity in a way that ensures freedom of competition and the prevention of putting restraints on it that causes it harm.

Article 5 of the Law provides that it applies to actions that are committed abroad if they result in prevention, restraint or harm to free competition in Egypt and which are considered as crimes in accordance to this Law.

Article 6 of the Law prohibits the agreements or contracts between competing persons in a certain market that result in the following:

1. The increase, decrease or fixing the sale or purchase prices of products subject of the transactions.
2. The division of the products markets, or their assignment on the basis of geographical areas, centers of distribution, categories of clients or products or seasons or periods of time.
3. Coordination in relation to entry or non-entry in tenders, auctions, direct offers and other offers to supply.

4. The restriction of activities in the fields of industry, distribution or marketing or the restriction of distribution of services, or their types, or quantities, or putting conditions, or restrictions on their provision.

The “protection of Competition and Prevention of Monopoly Practices Authority” “The Authority” that is instituted in accordance to our law may -at the request of the concerned persons- may exempt from the prohibition provided in this Article the agreement or contract that aims at realization of economic efficiency if it is proven that this agreement or contract results in a benefit to the consumer that surpasses the limitation of the competition.

Article 7 provides that a person is prohibited from agreeing to contract with his suppliers or his clients if this results in restricting competition.

Article 8 of the Law prohibits those who dominate a certain market from the following:

1. Any action that results in the total or partial non-ability to manufacture, produce or distribute a product for a duration or durations of time.
2. Abstention from conclusion of the sale or purchase deals with any person or refraining from transacting with him in a way that results in restricting his freedom to enter, remain or leave the market at any time.
3. Any action between persons having a vertical relationship that results in the limitation of distribution of only one product on the basis of geographical areas or of distribution centers, or clients, or seasons or durations of time.
4. Making the conclusion of a contract or an agreement concerning a product conditional on accepting obligations or products that by their nature or by the commercial use of the products are not connected to it or to the original object of the transaction or the agreement.
5. Discrimination in the agreement and contracts of all kind concluded with his suppliers or clients whose contractual

position are identical whether such discrimination is in the prices, types of products, or in other conditions of transacting.

6. Refraining from producing or making available a scarce product even though its production or availability is economically possible.
7. Requiring those with whom he deals that they not allow his competitor the use of their utilities or services, even though such use is economically possible.
8. Selling products at a price that is less than their marginal cost or the average variable cost.
9. Obliging a supplier to refrain from dealing with a competitor.

Article 9 of the Law provides that it shall not apply to those public utilities that are directly managed by the State, and that the “Protection of Competition and Prevention of Monopoly Practices Authority”, (i.e. the Authority) that is instituted in accordance to this Law may, at the request of the concerned persons, exempt from the area of prohibition all or part of the acts, provided in Articles 6, 7 and 8, by the public utilities that are indirectly

managed by the State, if this ensures the public interest, or brings profits to the consumer that exceed the effects of limitation of the freedom of competition, in accordance to the standards and procedures provided in the Executive Regulation of this Law.

Article 10 of the Law provides that the Council of Ministers may fix the sale price of one or more basic product for a defined period of time, after obtaining the view of the Authority, and that the Agreement concluded by the Government in view of applying the fixed prices shall not be considered as an activity that harms competition.

Article 20 of the Law provides that when a contravention of Articles 6, 7 or 8 of the Law is proved, the Authority may order the contravening person to amend his position and remove the contravention immediately or within a certain period of time as decided by the Board of Directors of the Authority, otherwise the agreement or the contract that is contrary to Articles 6 and 7 shall be considered null and void.

The Board of Directors may pass a decision to stop the contravening actions that appear on the basis of the evidence in his possession that they contravene Articles 6, 7, and 8; and order the

contravening person to amend his position and remove the contravention for a limited duration if the contravention results in great damage to competition or consumer that cannot be rectified without prejudice to the rules relating to the responsibility resulting from those contraventions.

Article 21 provides that taking criminal action concerning any contraventions of this Law may only be carried out upon a written request of the Board of Directors of the Authority.

The Board may agree to a reconciliation concerning any of those actions against payment of a fine as detailed in the law, and the settlement shall result in the lapse of the criminal action in the particular case.

Article 22 provides for the fines imposed for contraventions of Articles 6, 7 and 8 of this law that without prejudice to harsher penalties provided in other Laws.

Article 24 of the Law provides that the conviction and final judgments concerning the actions stated in Article 22 of this Law shall be published in the Official Gazette and in two daily well-known newspapers at the cost of the convicted person.

Finally, Article 25 of the Law provides that the person responsible for the actual management of the person who contravened the Law shall receive the same penalties as are imposed for the commission of actions contrary to this Law, if it is proven that he knew about them and that his dereliction of the duties imposed on him as a result of his management position has contributed to the commission of the crime.

The juristic person shall be jointly and severally responsible for payment of the monetary fines and the damages if the contravention was committed by an employee and in the name or for the interest of the juristic person.

## **THE EGYPTIAN CONSUMER PROTECTION LAW**

The Consumer Protection Law no.67 of 2006 was recently promulgated and published on the 20<sup>th</sup> of May 2006. It provides that it will come into force after three months from the day of its publication, and that its Executive Regulation will be promulgated within the three months following the entry into force of this Law, i.e. most probably in November 2006.



Article 2 of this Law provides that the exercise of the economic activity is free for all, and that no natural or juristic person may conclude any deal or carry any activity that infringes the basic rights of the consumer, and in particular:

- A. The rights of health and safety during the normal use of the products.
- B. The right to obtain the correct data and information about the products that he purchases, or uses or that are presented to him.
- C. The right of free choice of products that are of good quality and that conform to their specifications.
- D. The right to personal dignity, and to respect the religious values as well as the customs and traditions.
- E. The right to join the establishments, counsels, and committees whose purpose is related to the consumer protection.
- F. The right to bring legal actions concerning all attempts against the consumer's rights, or that restricts them in an easy fashion and without cost.
- G. The right to just compensation for the damages that the consumer sustains as a result of purchasing or using the products and receiving the services, all in accordance to this

Law and without prejudice to the international treaties and agreements that are applicable in Egypt.

Article 3 of this Law provides that the manufacturer or the importer has to write in Arabic on the products, the data that has to be inscribed in accordance to the Egyptian standard specifications or to any other Law or to the executive regulations of this Law, in an easy to read type that fulfils the aim to writing, the data.

Moreover, the supplier of the service has to clearly describe the information concerning the services that he provides their price, and their characteristics.

Article 6 of the Law provides that the supplier and advertiser of the product or of the service, has to provide the consumer with the correct information about the nature and characteristics of the product and refrain from what gives an untrue or false impression to the consumer or causes his confusion or error.

On the other hand, the advertiser shall not be responsible if the data contained in the advertisement is technical and the normal advertiser could not ascertain its correctness, and if the supplier had given it to the advertiser.

The Law establishes a Public Authority whose title is “The Consumer Protection Authority” that aims at the protection of the consumer and his interests, and the Law provides for the obligation of the supplier of the product and of the service to inform this Authority about the defects that he discovers or knows about in the product and its potential danger, and in case the defect affects the health or safety of the consumer, then the supplier has to stop the production of the product and refrain from dealing with it, and warn the consumers not to use it.

The Law also provides for the rules relating to the return of the defective products and to the compensation of the consumer for the defective service, and the law provides that shall be null and void any condition in a contract or document or otherwise relating to contracting with the consumer, if this condition results in exempting the provider of the product or the service from any of his obligations in accordance to this law.

The Law allows the establishment of associations aiming at the protection of the consumers, which may in particular bring or join legal actions relating to the interests of the consumers.

Finally, the law provides for the penalties that are imposed on those who contravene it, and those penalties may consist of a fine of up to L.E. 100000 without prejudice to the harsher penalties imposed by other laws.

## **DISPUTE SETTLEMENT THROUGH ARBITRATION**

Egypt introduced its first specific Arbitration Law in 1994 by adopting the UNCITRAL Model Law with very limited modifications. This Arbitration Law No. 27 of 1994 - as amended - applies to all arbitrations conducted inside Egypt and to international commercial arbitrations conducted abroad if the parties agree to submit them to the provisions of this Arbitration Law, with the possibility of obtaining assistance from the Judicial Courts to implement any arbitration agreement, to secure the proper functioning of the procedures, as well as for the enforcement of the awards rendered there-under. As for the awards rendered abroad, they are enforceable under the New York Convention of 1958 to which Egypt adhered since 1958 and which applies in its entirety without exceptions.

In this respect, it should be noted that the request for enforcement of Arbitral Awards rendered in Egypt becomes admissible only after the expiration of the period required for lodging

an annulment plea; i.e.: that the requesting party has to wait 90 days before submitting the request for enforcement in front of the competent Court which is in principle the Cairo Court of Appeal (the relevant Articles of the Arbitration Law are annexed to this Article).

## **COURTS DECISIONS ON ARBITRATION**

The following Courts judgments are relevant in respect of legal actions for annulment of Arbitral Awards that were brought before Egyptian Courts:

1- The Cairo Court of Appeal's Decision on March 19, 1997 in the Commercial Case No. 64 of the 113th judicial year:

The Court of Appeal rendered an important judgment in this Case concerning the legality of arbitration in disputes relating to Egyptian Administrative Contracts, and the Court indicated that the agreement to refer disputes relating to administrative contracts to arbitration was perfectly legal for the following reasons:

- Article 1 of the Arbitration Law provides that it applies to "all arbitrations between Public Law or Private Law persons whatever the nature of the legal relationship around which the

dispute revolves..." and in view of the fact that this text clearly allows for an agreement to arbitrate, even when one of the parties is a governmental entity and whatever is the nature of the dispute. Therefore, there is no basis for the claim of nullity of the Arbitration Clauses in administrative contracts.

The Court added here that this is also confirmed by review of the explanatory note of the Arbitration Law, the report of the concerned committee of the Egyptian People's Assembly, and by the discussions relating to the Arbitration Law, all of which confirm that arbitration in administrative contracts is legal under Egyptian Law.

- The objection that Article 10 of the Counsel of State's Law No. 47 of 1977 provides that only the Courts of the Counsel of State are competent to judge the disputes relating to administrative contracts, does not stand because this provision aims at regulating the division of competences between the Counsel of State and the normal courts and not at prevention of arbitration in disputes relating to administrative contracts.

This is specially so if we take into consideration that Article 58 of the Counsel of States Law provides for the obligation of all

Ministries, Public Authorities and Public Departments to obtain the opinion of the competent Advice Department of the Counsel of State before concluding an arbitration agreement or the enforcement of an arbitral award valued at more than 5000 Egyptian Pounds".

- Article 3 of the Law promulgating the Arbitration Law provides that: "any provision contrary to the provision of this law is repealed", and this would include Article 10 of the Counsel of States Law No. 47 of 1977.
- There is no basis for relying on Article 172 of the Egyptian Constitution in order to ascertain that arbitration is not allowed for in administrative contracts, because this Article refers to the Counsel of State in its capacity as a part of the judicial authorities and it aims at dividing the competences between the Counsel of State and the civil courts as aforesaid.

In addition, nobody can claim that providing for the competence of the Courts in general to view certain disputes means that arbitration concerning those disputes is prohibited.

- The Court of Appeal also reminded that contrary to the French Civil Law (Article 2060) the Egyptian Civil Law does not contain any Article prohibiting arbitration in relation to governmental entities.

The Court of Appeal noted that even French Law allows for International Arbitration in administrative contracts disputes.

- The Court of Appeal reiterated that the Governmental Authority's claim that the Arbitration Clause in an administrative Contract was null and void despite being signed by this same Governmental Authority, is not only illegal, but is equally contrary to the principle of the necessity to execute the obligations in good faith whether in civil or in administrative contracts.

Finally, the Court of Appeal added that such claim was also contrary to the agreed upon rules relating to International Commercial Arbitration, that the State or the Governmental Authority can not refrain from applying an Arbitration Clause contained in its own contracts by relying on local legislative constraints and that adoption of the opposite view would also affect the confidence that



must prevail in their dealings with other parties and also negatively affect needed foreign investments.

Due to the importance of the issue of the arbitrability of administrative contracts, the Legislator intervened and passed Law No. 9 of 1997 which provides that the concerned minister or whoever may replace him has to approve the arbitration agreement in administrative contracts related to his ministry.

2- The Cairo Court of appeal's Decision on December 31, 1997 in the Case No. 62 of the 113 Judicial Year:

The Court of Appeal rendered a judgment which indicated *-inter alia-* that Article 23 of the Arbitration Law provided that: "the Arbitral Clause is deemed to be an agreement that is independent from the other conditions of the contracts and that nullity, rescission or termination of the contract shall not affect the arbitral clause therein provided such clause is valid per se" and the Court decided therefore in the Case under review that nullity, rescission or termination of the Contract does not have any effect on the Arbitral Clause under consideration.

3- The Egyptian Court of Cassation rendered an important judgment on March 1, 1999 in Recourse no 10350 of the 65<sup>th</sup>

judicial year, which mentioned that the Egyptian law on Procedures – in its chapter relating to the execution of foreign judgments, orders and official documents – provides that foreign treaties between Egypt and foreign States concerning the execution of foreign judgments, orders and official documents shall have to apply, and as Egypt has adhered to the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards, therefore, this Convention legally becomes one of the laws of the State and is applicable even if it contradicts the Egyptian law on Arbitration in civil and Commercial Matters.

4- The Cairo Court of Appeal's Decision on May 5, 1999 in the Case No. 41 of the 114 judicial year:

One of the reasons for the appeal in this case was that the arbitration award subject of the appeal was null and void because it allowed for an interest over the maximum ceiling imposed by Law - as maximum rate of public order in accordance to Egyptian Law -.

The Court of Appeal mentioned in this Case, that Article 39 (4) of the Arbitration Law provides that:

"The Arbitral Panel may, if it has been expressly empowered to act as an *"amiable compositeur"* by agreement between the two parties to the arbitration, adjudicate the merits of the dispute according to the Rules of Justice and Equity without being bound by the provisions of Law."

And the Court of Appeal added that in view of the above there is no contradiction to public order -in this case- if the arbitral panel decides that the interest rate mentioned in its judgment- is consistent with the rules of justice and equity, even if this interest rate is over the maximum allowed for by Law, because this judgment is based upon the agreement of the Parties to apply the Rules of Justice and Equity and not the provisions of the Law.

5- The Cairo Court of Appeal rendered a judgment on July 20, 1999 in the Appeal no 7 of the 116<sup>th</sup> judicial year, Arbitration, which mentioned that the standards of motivation in arbitral judgments are totally different from those of the judicial courts' judgments, for the following reasons:

- The judicial courts are constituted of judges contrary to the arbitral tribunals, which may include non-lawyers'

arbitrators. Therefore, it would be difficult to apply to their judgments the standards of motivation applied to the judgments of the judicial courts.

- The Egyptian Arbitration Law allows the parties of the arbitration to agree that the arbitral judgments be passed without need for their motivation, which is contrary to the judicial courts' judgments which have to be motivated.
- The Arbitration Law provides that the arbitral judgment has to contain certain data including the motivation if mentioning them is necessary, and this means that the legislator's intention is to limit this motivation to the necessary minimum, whilst the rule is that the judicial judgments are null and void if they are not fully motivated.
- The arbitral judgments are not subject to appeal contrary to the judicial judgments.

6- The Cairo Court of Appeal's Decision of December 24, 2000 in the Case No. 59 of the 117<sup>th</sup> Judicial Year:

The judgment rendered in this Case confirmed that, according to the Arbitration Law no. 27 of 1994, the parties of the arbitration have to conduct it in the Arabic language unless the parties agree otherwise or unless the Arbitral panel decides otherwise.

7- The Cairo Court in Appeal's decision of March 12, 2001 in the Case No. 49 of the 117<sup>th</sup> judicial year

The judgment of this Case provided that the Arbitrator has to ensure respect of the basic guarantees of litigation that are a necessary precondition of good justice.

8- The Cairo Court in Appeal's decision on February 5, 2002 in the case no. 39 of the 117<sup>th</sup> judicial year

The Judgment of this Case emphasized that Arbitration in a summary dispute is not allowed, because the Arbitration must put a final end to the dispute in such a manner as to ensure that it may not be subject to further review before the Courts or before an Arbitral panel.

9- The Cairo Court of Appeal rendered a judgment on February 26, 2003 in the recourse no. 23 of the 119<sup>th</sup> judgment year, which stated that the Egyptian judiciary has no jurisdiction to view the actions for nullity of foreign arbitral judgments as long as the parties have not agreed to subject the arbitration to the Egyptian Arbitration in civil and commercial matters law no. 27 of 1994. In other words, if the parties agree to hold the arbitration outside Egypt – without subjecting it to the Egyptian Arbitration law – then this would result in subjecting the arbitration to the law of another State in accordance to its procedures or to the procedures they agree to apply.

The judgment added that Article 3 of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Judgments – which Egypt has adhered to- has obliged the adhering States to recognize the arbitral judgments that are rendered outside their territory and to execute them in accordance to the rules of procedures applicable in their territory.

Article 5/1/5 of this Convention prohibits the refusal to recognize or to execute the above mentioned arbitral judgments except in certain specific cases. Hence, this Convention linked the foreign arbitral judgments to the legal system of the State where

they are rendered and approved the rule of the exclusive jurisdiction of the Courts of this State to view the actions for nullity of those judgments.

Therefore, the Courts of the other states may not reconsider such judgments from the angle of their correctness or nullity, and all that it can do – if recognition of the foreign judgment or its execution is requested – is to refuse it on the basis of its own law or on the basis of the New York Convention as the case may be, without such a refusal having any effect on the value of the judgment subject of the request.

10- The Cairo Court of Appeal's decision of March 20, 2003 in the Case No 111 of the 118<sup>th</sup> judicial year

The Court decided to annul an arbitral judgment, which applied the Civil Code to a dispute concerning banking operations instead of the relevant Banking Law. In other words, the Court decided that the misapplication of the particular governing law is a valid reason for annulment of an arbitral award.

11- The Cairo Court of Appeal rendered a judgment on July 27, 2003 in the recourse no. 12 of the 120<sup>th</sup> judicial year, which mentioned that arbitration is an exceptional way of solving disputes, that the agreement of the parties to resort to arbitration is the basis of the authority of the arbitrators to decide on the disputes, therefore, the arbitration agreement has to be restrictively interpreted in relation of the disputes subject of the arbitration, and one of the results of this restrictive interpretation is that the arbitration agreement that limits the authority of the arbitrators to decide upon the disputes relating to the interpretation or to the execution of a contract, does not allow the arbitrators to decide on disputes that are based upon the extra contractual responsibility (i.e. tort) or on the nullity of the contract or on its termination.

12- The Cairo Court of Appeal rendered a judgment on the May 26, 2004 in the recourse no. 66 of the 120<sup>th</sup> judicial year, which stated that the action for the nullity of the arbitral judgment is not an appeal, therefore, it does not allow for review of the substance of the dispute. In other words, the judge in the nullity case may not review the arbitral judgment in order to evaluate whether it is opportune, or whether the appreciation of the arbitrators was right, or whether they were right or wrong in understanding the facts and their results or in their interpretation and application of the law,



because all of this is part of the competence of the judge of the appeal.

It is enough – unless the parties decide otherwise- that the arbitral judgment contains its motives, meaning that it answers the claims of parties and their main pleas, and thereafter the content of this answer, or whether it is opportune or right is not important in law or fact, because – as aforesaid– the action for nullity is not a recourse for appeal, and the contradictions in the motives of the arbitral judgments are not a case for its nullity, and is not equivalent with the inexistence of motives in the arbitral judgment.

13- On June 26, 2005 the North Cairo Court of First instance decided to terminate the tasks of an arbitrator in accordance to Article 20 of the Egyptian law on Arbitration in Civil and Commercial matters, on the basis that the arbitrator who was appointed by the respondent in the arbitration ceased fulfilling his tasks without an acceptable excuse, which is contrary to the need for expediency in rendering judgments in Arbitral cases.

14- The issue of the judicial control of the constitutionality of Laws and Regulations is exclusively entrusted in Egypt to its Supreme Constitutional Court.

This Court passed a judgment on November 6, 1999 in the Case No. 84 of the 19 Judicial Year, which directly bears on the subject of the Constitutionality of Article 19 of the Arbitration Law which provides in its Sub-clause 1 that the arbitral panel decides on the request for its own challenge.

The Plaintiff in this Case had previously requested the challenge of an arbitral panel, which was determining a dispute in which the plaintiff was a party and the arbitral panel had rejected his request. The Plaintiff then brought the Case before the Supreme Constitutional Court and alleged that allowing the arbitral panel to decide upon challenge of its members contravenes the necessity of neutrality that is guaranteed by the Constitution for those engaged in the judiciary activity.

Therefore, it is contrary to the basic principle of equality before the Law provided in the Constitution.

The Supreme Constitutional Court in this Case mentioned the judicial nature of arbitration that is based upon a voluntary agreement between its parties and which results in negation of the right of the judiciary to review the disputes subject to arbitration.

The Supreme Constitutional Court reminded that the right to challenge the arbitrator is linked to the basic rights of litigation that are necessary for all judicial actions and is also closely linked to the right to litigate provided in the Constitution, that necessitates independence and impartiality, in the authority that dispenses justice.

The Supreme Constitutional Court then stressed that Article 69 of the Constitution guarantees the right of defense as a cornerstone of the rule of Law and that subjection of the State to the Law means that its legislation may not encroach upon the rights and guarantees which are considered in democratic states as the basis for the existence of the rule of Law.

The Supreme Constitutional Court finally stated that the Article subject of the recourse allowed the arbitral panel the right to decide upon its own challenge, that this is contrary to the values of justice and to the principle of impartiality of the judicial act in favor of one category of litigants and to the detriment of another and is therefore unconstitutional for contravening articles 40, 65, 67, 68 and 79 of the Constitution which guarantee equality before the Law, subjection of the State to the Law, the right of defense and the right of litigation.

Finally, the Supreme Constitutional Court has constantly ruled that the right of the parties to go to arbitration is totally left to their will.

Furthermore, the Court ruled several times – the most recent decision was on May 11, 2003 – that any Legislative Article that makes mandatory on the parties to go to arbitration is unconstitutional.

Needless to say, the Cairo Court of Appeal followed the mentioned judgments in its decision of the March 20, 2003 in the Case No. 72 for the 118<sup>th</sup> judicial year.

The above are some of the important decisions rendered by Egyptian Courts with regard to the Arbitration Law, which we hope, will help understand the evolution that is taking place in Egypt in the field of arbitration.

## **LITIGATION IN EGYPT IN COMMERCIAL MATTERS**

Egypt has a system of law that is based upon the European continental legal system, except in personal matters, which are subject to the Sharia Law.

A principle division under Egyptian Law is between Private and Public Law, which is primarily, based upon the difference between private relationships and relations in which the State and Public Juristic persons are parties and in which they act as a sovereign power.

Therefore, the Egyptian legal system has ordinary civil and commercial Courts which decide the disputes between private persons as well as the disputes which involve the State and the Public Juristic persons when they act as private persons on one hand, and on the other hand, the administrative Courts of the Council of State which view the disputes in which the State and the Public Juristic persons act as a sovereign power, and which include-*interalia*- disputes relating to the so called Commercial "administrative contracts" in which one of the parties is the State or a Public Juristic person, that is linked to a public service and that includes conditions- in favor of the public party- that are not common in private law relationships.

The ordinary Civil and Commercial Courts include the Courts of urgent matters, the summary Courts, the Courts of first instance, the Courts of appeal and the Court of Cassation, and an important factor that should be noted is that in cases other than those before

the Court of Cassation, the Courts often refer the cases to the Experts Department of the Ministry of Justice- which is composed of civil servants- and which is entrusted with the task of presenting to the Courts reports about the questions of facts relating to the cases, and the conclusions of those reports are usually adopted by courts.

Law No 13 of 1986 concerning Civil and Commercial Procedures (the" Law ) provides for the rules relating to the International Jurisdiction of the Courts, and the following has to be noted in this respect that:

1- Without prejudice to the exclusively territorial jurisdiction provided for in matters related to real estate (cases pertaining to immovable), Article 28 of the Law provides that Egyptian courts have the jurisdiction/ competence to adjudicate the Lawsuits filed against an Egyptian, whether domiciled or not in Egypt.

Furthermore, Article 30 of the Law provides that Egyptian Courts have jurisdiction/ competence to adjudicate certain categories of lawsuits filed against foreigners non- domiciled or residing in Egypt. Such categories include - *inter alia* - the following:

(I) Cases concerning an asset situated in Egypt, or an obligation that originated, or that was executed, or that should have been executed in Egypt; or a bankruptcy that was registered in Egypt.

(II) Cases in which one of the defendants has a domicile or residence inside Egypt; i.e. extending the judicial competence to other defendants of foreign nationalities, not domiciled or residing in Egypt once they are co-defendants in the same lawsuit to a national involved in the same contractual or delictual Liability.

(III) Furthermore, whenever a lawsuit is filed in front of the Egyptian Courts- that have jurisdiction/ competence to adjudicate it-, those Courts are entitled to extend their jurisdiction/competence to deal with all preliminary matters and interlocutory demands relating to the original case, as well as all submissions linked thereto which are deemed necessary for rendering justice within the course of the pending judicial proceedings.

Therefore, it is likely that if a plaintiff brings court proceedings in Egypt against (I) an Egyptian defendant and (II) a foreign

defendant, the Egyptian Court declares itself having competence to adjudicate the claim against both defendants, whenever the claim against them is based on identical or closely connected facts.

2- The general rule is that a defendant who objects to the Jurisdiction of an Egyptian Court has to raise that objection at the beginning of the proceedings before getting in the merits. Otherwise, he will be considered having waived his objection, implying a voluntary submission to jurisdiction. However, once the objection is raised in due time, the Court may pass judgment concerning this plea at the outset or at the end of the proceedings, as it considers appropriate according to the circumstances of the case.

3- A general rule provided in Article 63 of the Law is that the legal action is brought at the request of the plaintiff by a notice of action that is deposited at the concerned court's clerk office.

This notice of action must contain the following:

- The full name of the plaintiff, his occupation, domicile, and the full name, profession and domicile of his representative.



- The full name of the defendant, his occupation and domicile, and his last domicile in case his present domicile is unknown.
- The date when this legal action is brought.
- The court before which the legal action is brought.
- The elected domicile of the plaintiff in the city where the court is situated in case he has no domicile therein.
- The facts of the case, the requests of the plaintiff and their basis.

4- The proceedings commence within days once the Court's clerk sends to the defendant through the Bailiff a copy of the official Notice of Action, informing him about the filing of the judicial requested action and providing him with the name of the plaintiff, his claims, and the date of the Court's session at which the judicial action will start being adjudicated.

From the defendant's side, he becomes required to deposit his defense memorandum and his supporting documents at the Court's clerk office, at least three days before the date fixed for the Court's first session as indicated in the Bailiff's Notice of Action.

However, it should be noted that on many occasions defendants prefer not to follow said rule, due to the fact that no

sanction is provided for in the above mentioned Law if the defendant does not follow that rule. Thus, they wait to submit their defense in front of the Court during the proceedings taking place thereafter.

5- As a general rule, the Court's proceedings in Egypt are not confidential. All sessions and hearings are held in public, unless the Court decides in exceptional circumstances that the public is not entitled to attend a given case that requires secrecy. As to the documents filed, the other parties appearing in the same case thereof can only obtain copies; and these copies can be photocopied by the Court's clerk without any possibility to displace the file.

6- Judges in Egypt do not have the right to refer the parties in pending proceedings to arbitration/mediation.

On the other hand, Article 12 of the Egyptian Arbitration in Civil and Commercial Matters Law no 27 of 1994 provides that the Court before which an action is brought concerning a disputed matter which is subject to an arbitration agreement shall judge that this action is inadmissible, provided that the defendant raises this

objection before submitting any demand or defense on the merits of the case.

## **ECONOMIC COURTS LAW**

It should also be noted that in order to simplify the rules relating to the judicial review of certain cases relating to the economy and investments, the Egyptian legislator adapted a new law no 120 of 2008. Said Law established Economic Courts that are mainly composed of first instance chambers and chambers of appeal and that view *-inter alia-* criminal actions resulting from the crimes provided in certain specific economic laws as detailed in this Law.

Furthermore, and without prejudice to the cases that are within this jurisdiction of the Council of State- the first instance chambers of the Economic Courts have the jurisdiction to view the civil disputes whose value does not exceed 5 million Egyptian Pounds and that result from application of the following laws.

1. The law of Companies Operating in the Field of Receipt of Assets for Investment.
2. The Money Market Law.
3. The Guarantees and Incentives of Investment Law.

4. The Lease Financing Law.
5. The Law concerning the Protection of the National Economy from the Effects of Harmful Actions in International Trade.
6. The Commercial Law in relation to transfer of Technology, Commercial Agency, Banking Transactions, Bankruptcy and Settlements for Its Avoidance.
  
7. The Real Estate Financing Law.
8. The Protection of Intellectual Property Rights Law.
9. The Organization of Communications Law.
10. Regulation of Electronic Signature Law and the Establishment of the Authority for the Development of the Information Technology Industry.
11. The Protection of Competition and Prevention of Monopolistic Practices Law.
12. The Joint Stock Companies, Partnerships limited by shares and Limited Liability Companies Law.
13. The Central Banks, Banking institution and Money Law.

And the appeals chambers of the Economic Courts shall view in the first place the cases mentioned hereinabove if their value exceeds five million Egyptian Pounds or if their value is not estimable.

The above -mentioned law No 120 of 2008 also provides for the right of the Economic Courts to refer the cases to specialized experts who are registered in the concerned register in the ministry of Justice, in order to improve the quality of the expertise provided by the experts of the Experts Department of the Ministry of Justice.

Finally, it should be noted that the general rule in Egyptian civil cases is that the judgments of the Courts of first instance may be appealed before the Courts of Appeal and eventually before the Court of Cassations, and in order to reduce the duration of the judicial review of civil cases before the Economic Courts, Law no. 120 of 2008 provides that the appeals against the Civil Judgments of the chambers of first instance of the Economic Courts may only be appealed before the appeals chambers of those courts, meaning that no challenge for cassation is allowed in such cases, and the judgments of the appeals chambers of the Economic Courts may only be appealed before the Court of Cassation.

**TRANSLATED BY KOSHERI, RASHED & RIAD**

LAW NO. 27 FOR 1994 AS AMENDED

**Promulgating the Law concerning  
Arbitration in Civil and  
COMMERCIAL MATTERS**

**Articles 52 to 58**

**Part VI  
Nullity of the Arbitral Award**

**Article (52)**

1. Arbitral awards rendered in accordance with the provisions of the present Law may not be challenged by any of the means of recourse provided for in the Code of Civil and Commercial Procedures.
2. An action for the nullity of the arbitration award may be instituted in accordance with the provisions of the following two articles.

## **Article (53)**

1. An action for the nullity of the arbitral award cannot be admitted except for the following causes:

a) If there is no arbitration agreement, if it was void, voidable or its duration had elapsed;

b) If either party to the arbitration agreement was at the time of the conclusion of the arbitration agreement fully or partially incapacitated according to the law governing its legal capacity;

c) If either party to arbitration was unable to submit its defense as a result of not being duly notified of the appointment of an arbitrator, of the arbitral proceedings, or for any other reason beyond its control;

d) If the arbitral award excluded the application of the Law agreed upon by the parties to govern the subject matter in dispute;

e) If the composition of the arbitral panel or the appointment of the arbitrators had been undertaken in violation of the Law or contrary to the parties' agreement;

f) If the arbitral award dealt with matters not falling within the scope of the arbitration agreement or exceeding the limits of this agreement. However, in the case when matters falling within the scope of the arbitration can be separated from the part of the award, which contains matters not included within the scope of the arbitration, the nullity affects exclusively the latter parts only;

g) If the arbitral award itself or the arbitration procedures affecting the award contain a legal violation that causes nullity.

2. The court adjudicating the action for nullity; shall *ipso jure* annul the arbitral award if it contains violation of the public order in the Arab Republic of Egypt.

## **Article (54)**

1. The action for nullity of the arbitral award must be brought within the ninety days following the date the notification of the arbitral award to the party against whom it was rendered.



The admissibility of the action for annulment shall not be prevented by the applicant's renouncement of its right to raise it prior to the making of the arbitral award.

2. Jurisdiction with regard to an action for the nullity of awards rendered in international commercial arbitrations lies with the court referred to in Article (9) of the present Law. In cases not related to international commercial arbitration, jurisdiction lies with the court of appeal having competence over the tribunal that would have been initially competent to adjudicate the dispute.

## **Part VII**

### **RECOGNITION AND ENFORCEMENT OF ARBITRAL AWARDS**

#### **Article (55)**

Arbitral awards rendered in accordance with the provisions of the present Law have the authority of the *res judicata* and shall be enforceable in conformity with the provisions of the present Law.

### **Article (56)**

Jurisdiction to issue an enforcement order of arbitral awards lies with the President of the court referred to in Article (9) of the present Law or with the member of said Court who has been mandated for this purpose by delegation from said President. The application for enforcement of the arbitral award shall be accompanied by the following:

1. The original award or a signed copy thereof.
2. A copy of the arbitration agreement.
3. An Arabic translation of the award, certified by a competent organism, in case the award was not rendered in Arabic.
4. A copy of the *procès-verbal* attesting the deposit of the award pursuant to Article (47) of the present Law.

### **Article (57)**

The filing of an action for nullity does not suspend the enforcement of the arbitral award. Nevertheless, the Court may order said suspension if the applicant requests it in his application and such request is based upon serious grounds. The Court shall

rule on the request for suspension of the enforcement within sixty days from the date of the first hearing fixed in relation thereto. If suspension is ordered, the Court may require providing a given security or monetary guarantee. When the Court orders a suspension of enforcement, it must rule on the action for nullity within six months from the date when the suspension order was rendered.

## **Article (58)**

1. Application for the enforcement of an arbitral award shall not be admissible before the expiration of the period during which the action for nullity should be filed in the court registry.
  
2. The application to obtain leave for enforcement of the arbitral award according to the present Law shall not be granted except after having ascertained the following:
  - a) That it does not contradict a judgment previously rendered by the Egyptian Courts on the subject matter in dispute;

b) That it does not violate the public policy in the Arab Republic of Egypt; and

c) That it was properly notified to the party against whom it was rendered.

3. The order granting leave for enforcement is not subject to any recourse. However, the order refusing to grant enforcement may be subject to a petition lodged, within thirty days from the date thereof, before the competent court referred to in Article 9 of the present Law.

### **Procedures relating to anti-dumping regulations in Egypt**

The Egyptian Ministry of Trade and Industry (The Ministry) has specific procedures with regard to the filling of complains relating to dumping products in Egypt, these procedures generally speaking are as follows:

Step 1: A complain is submitted by an Egyptian legal entity alleging that certain foreign product is being exported to the Egyptian market at a price lower than the price of those products in the concerned foreign company (dumped in the Egyptian market), said complaint is submitted to the Ministry.

Step 2: An internal investigation is undertaken by the Ministry in order to assess whether the complaint is genuine or not. If the Ministry decides that the complaint is genuine, then, an actual investigation is commenced. (these procedures takes around 30 days)

Step 3: A declaration by the Ministry that an investigation has started with regard to dumping certain products in Egypt and the Ministry organizes hearing in which the interested party whether Egyptian entities or foreign entities are allowed to present briefs and documents and intervene in those hearings. During said hearing the Ministry tries to ascertain whether there has been dumping or not. The main focus of these hearings is to see whether the foreign product is sold in the concerned country at a much lower price than the price it is exported to Egypt at. (these procedures takes around 60 to 90 days)

Step 4: The Ministry constitutes an advisory committee which makes a preliminary determination, said committee convenes and makes recommendations to the Minister. Thereafter, the preliminary determination is approved by the Minister and published and sent to the concerned parties. (these procedures takes around 30 days)

Step 5: Investigation visits are undertaken and a report of said visits is prepared. (these procedures takes around 50 days)

Step 6: Preparation of a report on the results of the investigations and sending said report to the concerned parties for their comments. After receiving the comments of the concerned parties, a final report is prepared, thereafter, the advisory committee prepares a final determination and makes recommendations to the Minister, who approves a final determination to be published and sent to the concerned parties. (these procedures takes around 120 days)

The investigations may result in three possible decisions by the Ministry:

Decision no. 1: no dumping has taken place, or

Decision no. 2: dumping has taken place but the damage to concerned the Egyptian industry is not a result of the dumping but due to certain conditions relating to the concerned industrial sector in Egypt, or

Decision 3: there has been dumping and said dumping has harmed the concerned sector in Egyptian industry.

If the Ministry decides that there has been dumping and there has been harm to the Egyptian industry, in this case, the Ministry will

decide that certain duties will be added upon the importation of the dumped products. Normally the increase in duties is at least equivalent to the difference in the price of the foreign product in addition to the shipping cost for the product i.e. the minimum the ministry decides is to levy additional duties that would make the price of the foreign product in Egypt equivalent to the price of the foreign product in foreign country concerned in addition to the cost of shipment and in some cases, the duties are more than said formula. Finally, the above is generally speaking of the different stages with regard to anti-dumping investigations in Egypt.

Kosheri, Rashed & Riad has a wide experience on the anti-dumping law and World Trade Organization regulations as part of its corporates practice and as a result of Dr. Raid's involvement in his capacity as an advisor to the speaker of the Egyptian parliament at the time of the approval of the Egyptian parliament of the WTO agreements in addition to the fact that Dr. Riad was also registered as an arbitrator in the WTO disputes settlement system.



16A, Maamal El Sokkar St., Garden City, Cairo 11451,  
Egypt Tel.: + (202) 27954795 (10 lines), 27959228,  
27952096 Fax: + (202) 27958521  
<http://www.krr-law.com>  
Email: [mailbox@krr-law.com](mailto:mailbox@krr-law.com)

## **OFFICE RESUME**

**General Practice, International Law, Corporate Law, Commercial Agencies, Licensing Contracts, Commercial and Maritime Matters, Joint Ventures, Privatization, Insurance, Foreign Investments, Securities Transactions, Mergers & Acquisitions, Local and International Business Contracts, BOT Projects, Up Stream & Down Stream Gas Agreements, Trademark Registration and Litigation, Banking, Mining and Petroleum Concessions, Real Estate, Telecommunications & Information Technology, Tax, Construction, Labor Law, Intellectual Property, Business Litigation, International and Domestic Arbitrations, World Trade Organization Agreements and Dispute Settlement System.**



## **MEMBERS OF THE FIRM**

### **Dr. Tarek Fouad A. Riad:**

Admitted to Bar, 1980, Egypt; 1985, New York.

### **Education and Professional Activities:**

Trainee, Crocker National Bank - London Branch (June - November 1976); Trainee, Wells Fargo Bank - San Francisco (June - November 1977); Cairo University (LL.B., 1980); Harvard University Law School (LL.M., 1982; S.J.D., 1985). Member of Council of State , 1981. Lecturer in Private International Law, Cairo University Law School, Beni Suef Branch, 1982 - 1988; Associate, Paul Weiss, Rifkind, Wharton & Garrison (New York), 1983 - 1984. Special Legal Counsel to the Speaker of the Egyptian People's Assembly (1994 - 2000). Member of the Egyptian Government Legislative Committee of the Ministry of Economy (1997-2000). Member of the Ministry of Economy's Egyptian Government Committee in charge of reforming the legal regime of the Capital Market (1997-2000); Professor of Law and Deputy Director of the Centre René-Jean Dupuy pour le Droit et le Développement of Senghor University (Université Internationale de Langue Française au Service du Développement Africain, Alexandria - Egypt (1999 - 2003); Associate Member of the Chartered Institute of Arbitrations (London). Registered as Arbitrator and Panelist in the special Roster of the Dispute Settlement Body of the World Trade Organization. Member of a legislative Committee of the Ministry of Justice responsible for amending the Investment Law (2003). Member of the Economic Committee of the Supreme Policy Council and Chairman of the two subcommittees responsible for drafting the Companies Law and the Economic Courts Law (2002-2006). Member of the Scientific Council of the ICC World Business Law Institution (2005 to present). Professor of Commercial and Business Law and head of the Business Law Department at the German University in Cairo (2003 to present). Member of the Board of Trustees and

Chairman of the Executive Committee of the Dubai International Arbitration Centre (DIAC) (2012 to 2019). Managing Partner, Kosheri, Rashed and Riad (1990 to present).

**Memberships:**

The Bar Association of Egypt; American Bar Association; American Arbitration Association; American Society of International Law; Egyptian Society of International Law; The Chartered Institute of Arbitrators (London).

**Languages:** Arabic, English and French.

**Prof. Dr. Ahmed Sadek El-Kosheri:**

Admitted to Bar, 1952, Egypt.

**Education and professional Activities:**

Cairo University (LL.B., 1952, D.E.S. in Islamic Law; 1954; D.E.S. in Private Law, 1955; D.E.S. in Public Law, 1956); Paris University (D.E.S. in Political Science, 1957; D.E.S. in Comparative Law, 1956); Rennes University (D.E.S. in Philosophy of Law, 1960); Doctorat d'Etat, France 1962. Member of Council of State, 1952 - 1958. Member of Faculty Staff, Ain Shams University Law School, 1958 - 1973. Legal Advisor for the Ministry of Finance and Oil, Kuwait 1969 - 1970. Founding General Counselor, Arab Fund for Economic & Social Development in Kuwait, 1973 - 1974. Of Counsel, Baker & Mackenzie, Chicago, Illinois, 1975. Secretary General, Islamic Development Bank, Jeddah, Saudi Arabia, 1977 - 1978. Adjunct Professor of International Economic Law, Ain Shams University Law School, 1983. Professor of Law at Senghor University (Alexandria) (1986 to 2019). Vice President of Senghor University (Alexandria) (1986 - 1997). Adhoc Judge in the International Court of Justice in The Hague (1992 to 2019). Vice President of

the ICC Institut for International Commercial Arbitration (1994 to 2019). Member of the Supreme Legislation Committee of the President of Egypt (1996 to 2019). President of Senghor University (Alexandria) (1997 to 2019). Judge of the Administrative Tribunal of the African Development Bank (1998 to 2019). Vice Chairman of the ICC International Court of Arbitration (1998 to 2008). Judge at the Administrative Tribunal of the World Bank (2010 to 2019).

**Memberships:** The Bar Association of Egypt; Council of Commercial International Arbitration; Council of Euro-Arab Arbitration Systems; Institut De Droit International; Egyptian Society of International Law; Scientific Council of the ICC Institut for International Business Law and Practice.

**Languages:** Arabic, English and French.

**Dr. Hatem Gabr:**

Admitted to Bar, 1953, Egypt.

**Education and Professional Activities:**

Cairo University (LL.B., 1952); D.E.S. in Public Law (1953); D.E.S. in Political Economy (1954); Ph.D. (1968); Institut International d'Administration Publique IIAP Diplome (France, 1971). Member of Council of State (1955 - 1979). Head of Legal Department, Arab Organization for Industrialization (1976 - 1979).

**Memberships:** The Bar Association of Egypt; The Egyptian National Council for Services and Social Development; The Egyptian Society of Economics and Legislation; The Executive Committee of the International Institute of Administration Sciences.

**Languages:** Arabic, English and French.

**Prof.: Dr. Samia Sadek Rashed:**

(1935 - 1997)

Admitted to Bar, 1956, Egypt.

**Education and Professional Activities:**

Cairo University (LL.B., 1956; D.E.S. in Private Law; 1957 D.E.S. in Public Law, 1958; Ph.D., 1966); Yale University Law School (1961); Academy International Law, The Hague (1966). Member of Faculty Staff, Cairo University Law School, (1956 - to present). Professor and Chairman of Private International Law Department, Cairo University Law School.

**Dr. Wagdi Rageb Fahmy:**

(1930 - 2007)

**Education:** Cairo University (LL.B., 1952; D.E.S. in Private Law, 1953; D.E.S. in Public Law, 1954); Ain Shams University (Ph.D., 1967). Member of Council of State, 1952 - 1953. Member of Faculty Staff, Ain Shams University Law School, 1954. Visiting Professor, Kuwait University Law School, 1977 - 1982. Chairman, Civil and Commercial Procedure Department, Ain Shams University Law School, 1982.

**Languages:** Arabic, English and French.

**Mr. Omar A. Meabed:**

Admitted to Bar, 1996, Egypt;

**Education:** Cairo University Law School (LL.B., 1995); Indiana University School of Law, International Comparative and Business Law (LL.M., 2009).

**Former Professional Activities:**

Legal Counsel of Kosheri & Rashed, current; Founder & MD of OAM Legal, Egypt 2014; Regional Head of Legal Department and Compliance Representative MEA, Dubai 2013; Head of Legal Affairs Department, Henkel Egypt 2009; Judge, Ministry of Justice Egypt 2003; Of Council, Kosheri, Rashed & Riad Law Firm, Egypt 2004; Public Prosecutor, Ministry of Justice, Egypt 1997; Lawyer and legal research work, Kosheri, Rashed & Riad Law firm, Egypt 1996. Assistant Lecturer Business Law, German University in Cairo, 2004-2013.

**Memberships:** The Bar Association of Egypt; The International Bar Association; the Egyptian Association for Prevention of Information and Internet Crimes; the ICC "International Chamber of Commerce" Egypt Commission.

**Languages:** Arabic, English and French.

**Mr. Mostafa Abdel Nabi:**

Admitted to Bar, 1978, Egypt

Associate at Kosheri, Rashed & Riad (1978 – 1984). Partner at Kosheri, Rashed & Riad (1984-up-to-date).

**Education:** Cairo Law School (LL. B 1978)

**Languages:** Arabic and English.

## **ASSOCIATES**

### **Mahmoud Abdel Meguid:**

Admitted to bar, 1984, Egypt.

**Education:** Cairo University (LL.B. 1982).

**Languages:** Arabic and English.

### **Ahmed Salem:**

Admitted to bar, 1985, Egypt.

**Education:** Cairo University (LL.B. 1984).

**Languages:** Arabic and English.

### **Emad Hanafy Saleh:**

Admitted to bar, 1985, Egypt.

**Education:** Cairo University (LL.B. 1984).

**Languages:** Arabic, English and French.

### **Ezat Abdel:**

Admitted to bar, 1987, Egypt.

**Education:** Cairo University (LL.B., 1987).

**Languages:** Arabic and English

**Soheir Hallabah:**

Admitted to bar, 1973, Egypt.

**Education:** Ain Shams University (LL.B. 1972).

**Languages:** Arabic and English.

**Hussein Ahmed:**

Admitted to bar, 1995, Egypt.

**Education:** Cairo University (LL.B. 1994).

**Languages:** Arabic and English.

**Mahfouz Zaki Mahrous:**

Admitted to bar, 1981, Egypt.

**Education:** Ain Shams University (LL.B. 1981).

**Languages:** Arabic and English.

**Mohamed Khairy:**

Admitted to bar, 2002, Egypt.

**Education:** Ain Shams University (LL.B. 1999).

**Languages:** Arabic and English

**Ramy Bassily:**

Admitted to bar, 2009, Egypt

**Education:** Panthéon-Assas University – Paris II (LL.M. in Litigation, Arbitration & ADR 2016)  
Paris Nanterre University – Paris X (LL.M. in International Trade Law 2015)  
Harvard University & American University in Cairo (Diploma in International Negotiations 2013)  
American University in Cairo (LL.M. in International and Comparative Law 2013)  
University of Jean Moulin Lyon III (Diploma in French Legal Studies – Equivalent to Law Degree 2009)  
Ain Shams University (LL.B. 2009)

**Languages:** French, English and Arabic

**Adham S. Hussein:**

Admitted to bar, 2014, Egypt

**Education:** Alexandria University (LL.B. 2013)

**Languages:** English and Arabic

**Alaa Gamil El Saeidy (Legal Counsel):**

Admitted to bar, 2020, Egypt

**Education:** University of Jean Moulin Lyon III (Diploma in French Legal Studies – Equivalent to Law Degree 2016)  
Ain Shams University (LL.B. 2016)

**Languages:** French, English and Arabic



**Yasmin Hammam (Legal Counsel):**

Admitted to bar, 2020, Egypt

**Education:** Ain Shams University (LL.B. 2017)

**Languages:** French, English and Arabic

**Esraa Ashraf (Legal Counsel):**

Admitted to bar, 2018, Egypt

**Education:** Cairo University (LL.B. 2017)

**Languages:** French, English and Arabic

**Esraa Ahmed (Legal Counsel):**

**Education:** Ain Shams University (LL.B. 2018)

**Languages:** English and Arabic

**Areeg Salah Eltonsy (Legal Counsel):**

**Education:** The American University of Paris (LL.M. in International Law and Public Policy 2015)

The American University in Cairo (B.A. Political Science 2012)

**Languages:** French, English and Arabic

**Mariam Raigy:**

Admitted to bar, 2016, Egypt

**Education:** Ein Shams University (LL.B. 2016)

**Languages:** English and Arabic

**Layla Ehab:**

Admitted to bar, 2014, Egypt

**Education:** Cairo University (LL.B. 2016)

**Languages:** French, English and Arabic

## **Some of the past and present Clients of Kosheri, Rashed and Riad**

- Arab African International Bank
- AT&T
- Asko Deutsche Kaufhaus AG
- AM General
- Akzo Nobel
- Aero Lloyd
- American Motors - chrysler
- ATL Ultrasound
- Arab Monetary Fund
- Al Chark Insurance Company
- Balfour Beatty
- Ball Corporation
- Bank of America (London Branch)
- Bechtel
- Caterpillar
- Colgate-Palmolive Company
- Cyprus Airways
- Champion Technologies, INC.
- CB&I Eastern Anstalt
- Chrysler
- Compagnie Générale de Services et d'Applications de Télécommunications
- Codan Insurance
- De Havilland Canada
- Deutsche Bank (Bankers Trust)
- Daimler AG
- Elf Oil Deutschland GmbH

- Enron International
  - Estee Lauder
  - EG&G Sealol
  - Ebasco Services Incorporated
  - Ecoval N. V.
  - Enterpose International
  - Flag Corporation
  - Fiduciary Trust Company International
  - Flippo Fochi
  - Fortschritt Landmaschinen Export-Import GmbH
  - Four Seasons Hotels & Resorts Guinness PLC
  - Grand Travaux de Marseille
- 
- Grant Tensor Geophysical
  - Hoston Industries Incorporated
  - Halcrow Transportation Infrastructure
  - Henry M. Jackson Foundation
  - Hafnia Insurance
  - J-Power Systems
  - Kraft
  - Krüger Engineering A/S
  - KIMBERLY-CLARK
  - Kohler Co.
  - Kone Corporation
  - Kajima Corporation
  - Kuwait Finance House
  - Lockheed Martin
  - MAYTAG Co
  - MSD (Middle East and Africa)
  - Marathon Oil Company
  - Misr America International Bank
  - Misr Insurance
  - Nikken Sekkei
  - Nagata Corporation
  - New Zealand Dairy Board

- Petroleum Geo-Services ASA
- Philips International B.V.
- P & I Club
- Samsung
- Salomon Smith Barney
- Saudi Telecommunications Company
- Scoa International
- Servier
- Standard Bank
- Sumitomo Electric Industries, Ltd.
- Toyota
- The International Airline of the United Arab Emirates
- Time Warner
- United Group for Highways Development
- Voest - Alpine
- WorldCom
- Yves Saint Lauren



Tarek Riad – Legal Consultants and Attorneys at Law  
16A, Maamal El Sokkar St., Garden City, Cairo 11451, Egypt  
Tel.: + (202) 27954795 (10 lines), 27959228, 27952096  
Fax: + (202) 27958521  
<http://www.krr-law.com>  
Email: [mailbox@krr-law.com](mailto:mailbox@krr-law.com)

## **Short Profile of Tarek Riad – Legal Consultants and Attorneys at Law in the Field of Corporate Law and Banking**

Tarek Riad – Legal Consultants and Attorneys at Law is one of the leading Law Firms in Egypt in the field of Corporate Law, Finance, Banking, Litigation and Arbitration.

Tarek Riad – Legal Consultants and Attorneys at Law has numerous international clients such as Caterpillar, Four Seasons, BP, TUI, J-power Systems, Petroleum Geo-Services ASA, Lockheed Martin, Sumitomo Electric Industries Ltd, Time Warner, Samsung, United States of America, Siemens...etc.

Tarek Riad – Legal Consultants and Attorneys at Law has represented and currently represents numerous international clients in the

field of Banking such as Abu Dhabi Commercial Bank, Abu Dhabi Islamic Bank, Mashreq Bank, Arab Monetary Fund, Bank of America (London Branch) and Misr America International Bank.

Tarek Riad – Legal Consultants and Attorneys at Law has represented and currently represents numerous Italian clients such as SAGA Italia, CMA/CGM Egypt, Cooperativa Muratori & Cementisi (CMC), Techint Compagnia Tecnica Internazionale S.p.A, Danielli, Itelferr, UNICREDIT, InterIKEA, LVMH, Karsten Group, Alex Bank, Intesa Sanpaolo Bank, Goppion S.p.A.

Dr. Ahmed El Kosheri, the Founding Partner of Kosheri, Rashed & Riad, was the Founding General Counsel of the Arab Fund for Economic and Social Development and the Founding Secretary General of the Islamic Development Bank.

Dr. El Kosheri was the Vice Chairman of the ICC Court of Arbitration from 1998 until 2009 and was the Chairman of the Executive Committee of the Cairo Regional Arbitration Centre in addition to being member of the Board of Trustees of the Cairo Regional Arbitration Centre and a member of ICCA.

Dr. Tarek F. Riad was a member of the Board of Trustees and the Chairman of the Executive Committee of Dubai International Arbitration Centre in addition to being member of the International Chamber of Commerce World Business Law Institute Scientific Council, an alternate

member of the ICC Court of Arbitration, member of the ICC Commission on Arbitration and member of the ICCA.

Dr. Riad, the Managing Partner of Tarek Riad – Legal Consultants and Attorneys at Law was involved in drafting numerous Egyptian Commercial Laws such as the Companies Law, the Telecommunications Law, the Investment Law and the Special Economic Court Law in his capacity as a member of the Economic Committee of the Supreme Policy Council. Furthermore, Dr. Riad was trained in two US banks, Crocker National Bank and Wells Fargo Bank.

Dr. Riad has written numerous publications including two books entitled The Applicable Law in Transnational Arbitration and the Egyptian Companies Law, in addition to many articles about arbitration and litigation in Egypt in addition to the legal aspects of doing business in Egypt.

Dr. Riad was appointed as a member of the investment dispute settlement technical committee chaired by the prime minister of Egypt from January 2014 to December 2014.

Among Dr. Riad's duties in said committee was understanding the different disputes in which Egypt is involved with among them are the disputes in relation to the pipeline and the supply of gas from Israel.



In May 2011, Dr. Riad was appointed as a member of the Consultative Council responsible for preparing drafts laws for the Egyptian Council of Ministries until 2012.

Dr. Riad was the special legal advisor to the speaker of the Egyptian Parliament from 1992 till 2000, among Dr. Riad's responsibilities in this regard was review of Investment Laws and related Regulations. Dr. Riad was appointed as Alternate Member of the ICC International Court of Arbitration (2012 to present).

Dr. Riad has an L.L.B from Cairo Law School (1980) and an L.L.M (1982) and SJD (1985) from Harvard Law School and in addition to being a member of the Egyptian Bar since 1982 and New York Bar since 1985.

Finally, Tarek Riad – Legal Consultants and Attorneys at Law was chosen by M&A International Global - Legal Awards as Corporate Law Firm of the Year in Egypt in 2017, chosen by Chambers & Partners as Leading Firm in Dispute Resolution Band 1 in 2018, chosen by Legal 500 Europe, Middle East and Africa as Top Tier Firm in Dispute Resolution: Arbitration in 2019, chosen by Global Law Experts as Arbitration Law Firm of the Year in Egypt in 2019, chosen by Global Leading Lawyers as Construction Law Law Firm of the Year in 2017, chosen by Global 100 as Egyptian Arbitration Law Firm

of the Year in Egypt in 2019, as Law Firm of the Year 2019 - Dispute Resolution in Egypt and as Commercial Law Firm of the Year in Egypt in 2015, and Dr. Riad was chosen by Global 100 as Best Lawyer of the Year in 2019.



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<http://www.krr-law.com>  
[law.com\\_mailbox@krr](mailto:law.com_mailbox@krr) :Email

## **Short Profile of Tarek Riad – Legal Consultants and Attorneys at Law in International Law**

Tarek Riad – Legal Consultants and Attorneys at Law is one of the leading Law Firms in Egypt in the field of Corporate Law, Construction, Tourism Industry, Finance, Banking, Litigation, Arbitration and International Law.

Tarek Riad – Legal Consultants and Attorneys at Law has numerous international clients such as Caterpillar, Four Seasons, BP, TUI, J-power Systems, Petroleum Geo-Services ASA, Lockheed Martin, Sumitomo Electric Industries Ltd, Time Warner, Samsung, United States of America, Siemens...etc.

Tarek Riad – Legal Consultants and Attorneys at Law has represented in the past numerous sovereign funds and investment funds such as the Kuwait Funds for Economic and Social Development, Arab

Monetary Fund, the Arab Fund for Economic and Social Development, the Islamic Development Bank, Kuwait Finance House.

Over the years, Tarek Riad – Legal Consultants and Attorneys at Law was also involved in major hotels in the touristic industry such as the four Four Seasons hotels in Egypt, two in Cairo, one in Alexandria and one in Sharm El Sheikh, where Kosheri, Rashed & Riad Law Firm represented Four Seasons in those transactions. Furthermore, Kosheri, Rashed & Riad Law Firm has also undertaken work for Egoth, the Egyptian hotel holding company.

Tarek Riad – Legal Consultants and Attorneys at Law has represented and currently represents numerous international clients in the field of Banking such as Abu Dhabi Commercial Bank, Abu Dhabi Islamic Bank, Mashreq Bank, Bank of America (London Branch) and Misr America International Bank.

Tarek Riad – Legal Consultants and Attorneys at Law has represented and currently represents numerous Italian clients such as SAGA Italia, CMA/CGM Egypt, Cooperativa Muratori & Cementisi (CMC), Techint Compagnia Tecnica Internazionale S.p.A, Danielli, Itelferr, UNICREDIT, InterIKEA, LVMH, Karsten Group, Alex Bank, Intesa Sanpaolo Bank, Goppion S.p.A.

Tarek Riad – Legal Consultants and Attorneys at Law partners have been involved in different capacities in numerous cases involving international law such as Bahrain/Qatar border dispute, the Taba dispute, the Yemen/Eretria border dispute and numerous International Centre for Settlement of Investment Disputes arbitrations where Dr. Kosheri was on the honor list of said center for more than 20 years.

Dr. Ahmed El Kosheri, the Senior Partner of Kosheri, Rashed & Riad, was the Founding General Counsel for the Arab Fund for Economic and Social Development and undertook numerous legal work for the Fund thereafter.

Dr. El Kosheri, was also the Founding Secretary General of the Islamic Development Bank and undertook numerous legal work for the Bank thereafter.

Dr. Tarek F. Riad, the Managing Partner of Tarek Riad – Legal Consultants and Attorneys at Law was involved in drafting numerous Egyptian Commercial Laws such as the Companies Law, the Telecommunications Law, the Investment Law and the Special Economic Court Law in his capacity as a member of the Economic Committee of the Supreme Policy Council. Furthermore, Dr. Riad was trained in two US banks, Crocker National Bank and Wells Fargo Bank.

Dr. Riad was appointed as a member of the investment dispute settlement technical committee chaired by the prime minister of Egypt from January 2014 to December 2014.

Among Dr. Riad's duties in said committee was understanding the different disputes in which Egypt is involved with among them are the disputes in relation to the pipeline and the supply of gas from Israel.

In May 2011, Dr. Riad was appointed as a member of the Consultative Council responsible for preparing drafts laws for the Egyptian Council of Ministries until 2012.

Dr. Riad was the special legal advisor to the speaker of the Egyptian Parliament from 1992 till 2000, among Dr. Riad's responsibilities in this regard was review of Investment Laws and related Regulations including international treaties. Dr. Riad was appointed as Alternate Member of the ICC International Court of Arbitration (2012 to present).

Dr. El Kosheri has written numerous articles about arbitration and foreign investment in Egypt.

Dr. Riad has written numerous publications including two books entitled The Applicable Law in Transnational Arbitration and the Egyptian Companies Law, in addition to many articles about arbitration and litigation in Egypt in addition to the legal aspects of doing business

in Egypt.

Dr. El Kosheri was the Vice Chairman of the ICC Court of Arbitration from 1998 until 2009 and was the Chairman of the Executive Committee of the Cairo Regional Arbitration Centre in addition to being member of the Board of Trustees of the Cairo Regional Arbitration Centre and a member of ICCA.

Dr. Riad was a member of the Board of Trustees and the Chairman of the Executive Committee of Dubai International Arbitration Centre, in addition to being member of the International Chamber of Commerce World Business Law Institute Scientific Council, an alternate member of the ICC Court of Arbitration, member of the ICC Commission on Arbitration and member of the ICCA.

Dr. Riad has an L.L.B from Cairo Law School (1980) and an L.L.M (1982) and SJD (1985) from Harvard Law School and in addition to being a member of the Egyptian Bar since 1982 and New York Bar since 1985.

Finally, Tarek Riad – Legal Consultants and Attorneys at Law was chosen by M&A International Global - Legal Awards as Corporate Law Firm of the Year in Egypt in 2017, chosen by Chambers & Partners as Leading Firm in Dispute Resolution Band 1 in 2018, chosen by Legal 500 Europe, Middle East and Africa as Top Tier Firm in Dispute

Resolution: Arbitration in 2019, chosen by Global Law Experts as Arbitration Law Firm of the Year in Egypt in 2019, chosen by Global Leading Lawyers as Construction Law Law Firm of the Year in 2017, chosen by Global 100 as Egyptian Arbitration Law Firm of the Year in Egypt in 2019, as Law Firm of the Year 2019 - Dispute Resolution in Egypt and as Commercial Law Firm of the Year in Egypt in 2015, and Dr. Riad was chosen by Global 100 as Best Lawyer of the Year in 2019.





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Cooperativa Muratori & Cementisi (CMC), Techint Compagnia Tecnica Internazionale S.p.A, Danielli, Itelferr, UNICREDIT, InterIKEA, LVMH, Karsten Group, Alex Bank, Intesa Sanpaolo Bank, Goppion S.p.A. ...etc.

Tarek Riad – Legal Consultants and Attorneys at Law has represented and currently represents numerous clients in litigations in front of Egyptian Courts such as Four Seasons, Samsung, Transocean, Standard Bank, Servier Egypt, Colgate Palmolive for Trading & Distribution, Daimler AG, Misr Insurance, Nicholson Manufacturing Company (Seattle), Josef Meissner GmbH, Egyptian Media Production City, United States of America...etc.

Dr. Ahmed El Kosheri was the Vice Chairman of the ICC Court of Arbitration from 1998 until 2009 and was the Chairman of the Executive Committee of the Cairo Regional Arbitration Centre in addition to being member of the Board of Trustees of the Cairo Regional Arbitration Centre and a member of ICCA.

Dr. El Kosheri has written numerous articles about arbitration.

Dr. Tarek F. Riad, the Managing Partner of Tarek Riad – Legal Consultants and Attorneys at Law was involved in drafting numerous

Egyptian Commercial Laws such as the Companies Law, the Telecommunications Law, the Investment Law and the Special Economic Court Law in his capacity as a member of the Economic Committee of the Supreme Policy Council, and it might be worth noting that Dr. Riad chaired the two committees responsible for drafting the Special Economic Court Law as well as the Companies Law.

Dr. Riad was a member of the Board of Trustees and the Chairman of the Executive Committee of Dubai International Arbitration Centre, in addition to being member of the International Chamber of Commerce World Business Law Institute Scientific Council. In short, the Partners of Tarek Riad – Legal Consultants and Attorneys at Law are currently involved with three arbitration institutions, the Cairo Regional Arbitration Centre, ICC Court of Arbitration and Dubai International Arbitration Center. Dr. Riad was appointed as Alternate Member of the ICC International Court of Arbitration (2012 to present).

Dr. El Kosheri and the late Dr. Rashed were members of the Committee that drafted the current Egyptian Arbitration Law.

Dr. Riad has written numerous publications including two books entitled The Applicable Law in Transnational Arbitration and the Egyptian Companies Law, in addition to many articles about arbitration and litigation in Egypt in addition to the legal aspects of

doing business in Egypt.

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## Dr. RIAD DETAILED CV

### Prof. Dr. Tarek Fouad A. Riad

#### EDUCATION:

1980 LL.B., Faculty of Law, Cairo University.

1982 LL.M., Harvard University Law School, the Master Thesis was entitled "Legal Protection of Foreign Investments and related Arbitration Decisions".

1985 S.J.D., Harvard University Law School, the Doctoral Thesis which has taken the highest degree was entitled "The Applicable Law in Transnational Arbitration" which deals with the problems occurring as a result of the fact that the State and its departments are public authorities enjoying sovereign powers and in the same time acting as contracting party with a foreign company keen to secure its long term investments in the Host State, with special emphasis on petroleum agreements.

*(It might be worth noting that Dr. Tarek Riad is the only practicing Supreme Court Lawyer in Egypt - after the late Dr. Ibrahim Shehata who was the Senior Vice President of the World Bank in Washington*

*D.C. -, who obtained his S.J.D. from Harvard University Law School).*

### **PROFESSIONAL ACTIVITIES:**

- Member of the Egyptian Bar Association (1980 to present) and admitted to practice in front of the Court of Appeal, Court of Cassation and the Supreme Constitutional Court.
  
- Member of the Egyptian Council of State (1980 - 1983), where he worked in the Legal Department of the Ministries of Foreign Affairs, Justice and Interior affiliated with the Consultative Section of the Council of State.
  
- Lecturer in Private International Law Department, Cairo University Law School, Beni Suef Branch (1985 - 1988), where he taught Conflict of Laws, International Judicial competence and nationality for the students of the fourth year.
  
- Admitted to practice in front of the Courts of the State of New York including the Supreme Court of New York from 1985 to present and Member of the American Bar Association which allows him to plead in front of the Supreme Court in the State of New York and the Federal Courts.
  
- Member of the American Society of International Law 1982.
  
- Member of the American Arbitration Association 1982.
  
- Registered as Arbitrator at the Egyptian National Committee of the International Chamber of Commerce.
  
- Registered as Arbitrator at the Qatar Chamber of Commerce and Industry.
  
- Arbitrator at the Abu Dhabi Chamber of Commerce and Industry (Abu Dhabi Center for Conciliation and Arbitration) in commercial matters and

- drafting business contracts.
- Arbitrator at the Gulf Cooperation Council (GCC) Commercial Arbitration Center.
  - **Managing Partner, Kosheri, Rashed & Riad, Legal Consultants and Attorneys at Law, since 1991.** He is charged with providing legal opinions and pleading in front of the Courts in business and commercial cases and arbitrations. Dr. Riad specializes in the fields of international trade law, investment, construction, banking, customs regulations, international loans, investments, mergers, acquisitions and capital market transactions.
  - **Counsel for numerous multinational corporations such as Caterpillar, Lockheed Martin, Four Seasons, Samsung Gulf Electronics Co. Ltd Egypt, Colgate, AT&T...etc.**
  - Special Legal Counsel to the Speaker of the Egyptian Parliament for review of International Treaties that include customs arrangement. In addition to providing legal advice on World Trade Organization Agreements, Egyptian Oil and Gas Agreements and Investment Agreements (1992 to 2000).
  - Ministry of Economy, Member of the Egyptian Government Companies Law Legislative Committee presided by the Minister of Economy (1997 - 2000).
  - Ministry of Economy, Member of the Egyptian Government Committee in charge of reforming the legal regime of the Capital Market Committee presided by the Minister of Economy (1998-2000).
  - Registered as Arbitrator and Panelist in the special Roster of the Dispute Settlement Body of the World Trade Organization.



- Associate Member of the Chartered Institute of Arbitrators (London).
- Ministry of Justice, Member of the Legislative Committee responsible for amending the Investment Law (2003).
- Council of Ministers, Member of the Legislative Committee responsible for amending the Companies Law (2003).
- Chairman of two subcommittees at the Economic Committee of the Supreme Policy Council responsible for drafting the Companies Law and the Economic Courts Law (2002-2005).
- Member of the Advisory Committee of the Arab Regional Forum of the International Bar Association (2007 to 2010)
- Member of the Scientific Council of the ICC World Business Law Institute (2005 to present).
- Professor of Private International Law and Deputy Director of the *Centre René-Jean Dupuy pour le Droit et le Développement, Alexandria, Egypt* (1999 to 2003).
- Member of the International Council for Commercial Arbitration (ICCA) (2012 to present).
- Professor of Commercial and Business Law and Head of the Business Law Department at the German University in Cairo (2003 to present).
- In May 2011, Dr. Riad was appointed as a member of the Consultative Council responsible for preparing drafts laws for the Egyptian Council of

Ministries until June 2012.

- Alternate Member of the ICC International Court of Arbitration (2012 to present).
- Member of the Board of Trustees and the Chairman of the Executive Committee of the Dubai International Arbitration Centre (DIAC) (February 2013 to present).
- Member of ICSID Panel of Arbitrators (May 2017).

## **EXPERIENCE:**

- Training course for six months in Crocker National Bank in London in 1976 to study the technical methods for new financial transactions in the International Financial Markets.
- Training course for six months in Wells Fargo Bank in 1977 at San Francisco focused on creating leaders in the field of finance and banking and evaluation of projects in need of economic and technical support in addition to practical training in the technicalities of Banking Operations.
- Associate in one of the famous International Law Firms in New York City "Paul Weiss, Rifkind, Wharton & Garrison" during 1983 and 1984, during which he was charged to work on corporate finance agreements, capital market transactions, investment agreements and establishment of new companies.
- Lecturer, organizer and coordinator of the scientific conferences and

training programs financed by the German Arab Chamber of Commerce and Industry since 1989, and some of them in cooperation with the International Chamber of Commerce in Paris. Participants in the training programs are judges, Council of State members, State counsels, legal advisors and counselors of Public and Private Companies concerning the following subjects:

1. *Arbitration in commercial agency contracts - 1989.*
2. *The role of the national legislation in encouraging foreign investments and Arbitration - 1990.*
3. *Arbitration concerning agreements established for joint ventures between nationals and foreign parties - 1991.*
4. *Negotiating and contracting in the field of the transfer of technology - 1991.*
5. *Legal aspects of privatization in the Egyptian public sector companies - 1992.*
6. *Conflict resolution in connection with take-over of companies - 1992.*
7. *Negotiating and contracting in the field of industrial licenses and trademarks - 1993.*
8. *Arbitration in the field of disputes concerns contracts of importation, exportation and transportation of goods - 1993.*
9. *Arbitration in the field of the transfer of technology contracts - 1994.*
10. *Negotiating and contracting in the construction field - 1994.*
11. *Arbitration in the field of industrial licenses and commercial agencies - 1995.*
12. *Negotiating and contracting in BOT contracts - 1995.*
13. *Arbitration in the field of oil and gas contracts - 1996.*
14. *Arbitration Case No. 21214/ZF*

- Lecturer in the training courses held by the International Development Law Institute (IDLI) established in Rome under an international convention - in which Egypt is adhered - during 1995-1996 concerning investments, transfer of technology and international contracts.
- Lecturer in the training program organized by the International Development Law Institute (IDLI) in cooperation with the Yemeni Government in Sanaa to train governmental officials within the framework of the activities of the Ministry of Planning during May 1997 in the fields of investment and international transactions.
- Member of the IDLI and the U.S. Government delegation to the Sultanate of Oman within the framework of the American assistance program for Legal Reform during the months of January and April 1999.
- Speaker on "the Practical and Broader issues facing arbitrators in electricity and petroleum agreements" at the third international conference on "International Energy (Electricity and Petroleum) Agreements and Settlement of Related Disputes" organized by the Cairo Regional Centre for International Commercial Arbitration, the Egyptian Ministry of Petroleum, the World Bank and its International Centre for Settlement of Investment Disputes in Alexandria-Egypt on the 14<sup>th</sup> and 15<sup>th</sup> of June 1999.
- Lecturer and technical advisor in the training program organized by IDLI in cooperation with the Counsel of State of the Sultanate of Oman in Muscat to train governmental officials including judges in the Sultanate during the month of October 1999 in the fields of legislation, investments, international trade law and negotiations.

- Expert participant in the Seminars held by the United Nations Conference for Trade and Development in Geneva in 2000 and 2001 concerning the methods to resolve conflicts under the World Trade Organization Agreements.
- Lecturer on World Trade Organization Agreements and Dispute Resolutions System at the Conference on Electronic Trade held in Cairo by the Association of Egyptian Bankers and Bank Misr on the 14th of June, 2000.
- Lecturer at the training program held at the National Center for Judicial Studies (Egyptian Ministry of Justice) on the 25th of June, 2000 on World Trade Organization Agreements and Dispute Resolutions System.
- Lecturer and National Coordinator in a three weeks training program organized by IDLI in Cairo in cooperation with Egyptian Ministry of Justice and Centre René-Jean Dupuy for Law & Development, Université Internationale de Langue Française au service du Développement Africain, Alexandrie d'Egypte, (SENGHOR UNIVERSITY) to train Arab and African legal advisors during June 2000 in the field of World Trade Organization Agreements and Dispute Resolutions System.
- Member of the IDLI and the U.S. Government delegation to the Sultanate of Oman within the framework of the American assistance program for Legal Reform during the month of September 2000.
- Lecturer and technical advisor in the training program organized by IDLI in cooperation with the Ministry of Commerce and Industry of the Counsel of State of the Sultanate of Oman in Muscat to train governmental officials

including judges in the Sultanate during the month of March 2001 in the fields of International Conventions and World Trade Organization Agreements.

- Speaker on "drafting of gas agreements" at the fourth international conference on "International Energy (Oil and Gas) Agreements and Settlement of Related Disputes" organized by the Cairo Regional Centre for International Commercial Arbitration, the Egyptian Ministry of Petroleum, the World Bank and its International Centre for Settlement of Investment Disputes in Sharm El Sheikh-Egypt on the 9<sup>th</sup> and 10<sup>th</sup> of March 2002.
- Speaker at the fourth ministerial training workshop on "The Rules-Based System of the World Trade Organization" organized by the International Development Law Institute (IDLI) and the Moroccan Ministry of Justice in Marrakech from the 2<sup>nd</sup> until the 13<sup>th</sup> of September 2002.
- Lecturer at the training programs held at the National Center for Judicial Studies (Egyptian Ministry of Justice) in 2002, 2003 and 2004 on "Arbitration and Dispute Settlement".
- Visiting Professor at Ain Shams Law School Arbitration Center in 2004, 2005, 2006, 2007 and 2008 on "Arbitration Agreements", "Egyptian Contract Law" and "Oil and Gas Arbitrations"

## **EXPERT TESTIMONY:**

Dr. Riad has been appointed as expert on Egyptian Law in arbitrations such as ICC Case 18113/ND and in front of foreign Courts such as the Commercial Court

in London (Queen Bench Division) (2009 Folio No. 1393) as well as giving expert testimony in front of US Court including United States District Court Central District of California- Eastern Division (Case no. EDCV11-00684 SWW (AGRX)), United States District Court - Southern District of New York - (Cases no. 98 Civ. 4260 (LAK), 99 Civ. 12405, 00 Civ. 5098 and 1:06-cv-03927(SAS) ECF CASE) and United States District Court Western District of Washington at Seattle (Case no. C07-1816 JLR) U.K. and Jersey Courts including the High Court of Justice, Queens Bench Divisions, Commercial Court ( 2009 FOLIO No. 1393) in matters relating to – *inter alia*- Egyptian Civil Law and Egyptian Inheritance Laws.

### **ARBITRATIONS IN WHICH DR. RIAD PARTICIPATED:**

Dr. Riad has participated in numerous arbitrations as Counsel, Co-Arbitrator, Sole Arbitrator or Chairman either in front of the International Chamber of Commerce or other organizations or Adhoc including Construction, Oil & Gas, Infrastructure Projects, Investments, etc... as indicated herein-after:

#### **(A) ICC Arbitrations:**

- Arbitration Case No. 8751.
- Arbitration Case No. 8808.
- Arbitration Case No. 7954.
- Arbitration Case No. 8095.
- Arbitration Case No. 12089/MS.

- Arbitration Case No. 12907/MS.
- Arbitration Case No. 13942/EC.
- Arbitration Case No. 8900/HV/AMW/BWD.
- Arbitration Case No. 15391/FM.
- Arbitration Case No. 16643/EC/ND.
- Arbitration Case No. 22039/ZF.
- Arbitration Case No. 21341/MCP/DDA.
- Arbitration Case No. 22795/ZF/AYZ
- Arbitration Case No. 18861/MCP
- Arbitration Case No. 21214/ZF
- Arbitration Case No. 22415/ZF
- Arbitration Case No. 21630/ZF
- ICC Arbitration 23241/AYZ

**(B) Ad Hoc Arbitration Cases, Arbitrations in front of the Cairo Regional Arbitration Center, the Dubai International Arbitration Centre, Abu Dhabi Arbitration Center, Swiss Chambers' Arbitration**



## **Institution and GCC Commercial Arbitration Center:**

- Case No. 25 in front of Cairo Regional Center for International Commercial Arbitration (NEEASAE v. PHILIPS).
- Case concerning the Arbitration between Domina Vacanze S.P.A V. North of Marsa Alam of Tourism Co. (Normaco) S.A.E. in front of Cairo Regional Center for International Commercial Arbitration.
- Case concerning the arbitration of the Army Force of the National Service Organization v. General Export (Yugoslavia) - private arbitration held in Zurich (Switzerland).
- Case concerning the arbitration of El-Yossre Milling & Food Industries v. Mashine –und Muhlenban Wittenberg GMBH (MMW) in front of Cairo Regional Center for International Commercial Arbitration.
- Case concerning the arbitration of Al-Imad for Investments L.L.C. & Al Asimah for Hospitality & Tourism Services L.L.C. vs. Sol Melia S.A. in front of Cairo Regional Center for International Commercial Arbitration.
- Case no. 300/2002 concerning the arbitration of Telemedia Egypt vs. Egyptian Telecommunication Company in front of Cairo Regional Center for International Commercial Arbitration.
- Case no. 411/2004 concerning the Organization for Industrial and Mining Projects v. Joy mining Machinery Limited in front of Cairo Regional Center for International Commercial Arbitration.
- Case concerning the Arbitration of Petroleum Gas Company (Petrogas) v. MTH FULLTECHNI GESELLSCHAFT M.B.H in front of Cairo Regional Center for International Commercial Arbitration.
- Case no. 494/2006 ad hoc concerning the arbitration of TRADEX Corporation LLC v. International Chemicals Company in front Cairo Regional Center for International Commercial Arbitration.
- Case No. 507/2006 concerning the arbitration between Roots Company for Trade (Mr. Mohamed Kamel Abdelrahman El-Maraghy) v. the National Bank of Egypt in front of Cairo Regional Center for International

## Commercial Arbitration.

- Case No. 481/2006 In front of Cairo Regional Center for International Commercial Arbitration, The Universal Company for Cellulose Products "Egycel" (Egypt) VS. Joseph Meissner GmbH & Co. KG (Germany)
- Case No. 553/2007 concerning the arbitration between Mazhar Company for Trade and Supply v. the National Authority for Space Sciences in front of Cairo Regional Center for International Commercial Arbitration.
- Case no. 507/2006 concerning Rotes Company vs. the National Bank of Egypt and others in front of Cairo Regional Center for International Commercial Arbitration.
- Case No. ARB 41/2007 concerning the arbitration between Base Concept AML Ltd v. Aujun Establishment (Dubai) in front of the Dubai International Arbitration Center (DIAC).
- Case No. 5/2007 concerning the arbitration between the National Investor PJSC against Tamweel PJSC in front of the Abu Dhabi Commercial and Conciliation Center.
- Case No. 529/2007 in front of Cairo Regional Center for International Commercial Arbitration.
- Arbitration case No. 662/2010 Transocean Mediterranean & Red Sea Drilling LTD vs. Petzed Investment Project Management LTD in front of Cairo Regional Center for International Commercial Arbitration.
- Case No. 672/2010 concerning the arbitration between Telecom Egypt Co. Vs. Sofisat Communication in front of Cairo Regional Center for International Commercial Arbitration.
- Case No. 673/2010 concerning the arbitration between Sofisat Communication Vs. Telecom Egypt Co. in front of Cairo Regional Center for International Commercial Arbitration.
- Case No. 733/2011 concerning the arbitration case between Nordic Energy Services Vs. Abu Qir Petroleum in front Cairo Regional Center for International Commercial Arbitration.
- Case No. 404/2010 concerning the arbitration case between Sofybel Real Estate LTD and Sultan Holding FZ LLC in front of the Cairo Regional Center for International Commercial Arbitration.

- Case No. 831/2012 concerning the arbitration case between International Business Associate Group Vs. Arab African International Bank in front of the Cairo Regional Center for International Commercial Arbitration.
- Case No. 30042-2012 in front of the Swiss Chambers' Arbitration Institution.
- Case No.65/2012 in front of GCC Commercial Arbitration Center.
- Case No. 138/2012 in front of the Dubai International Arbitration Center (DIAC).
- Arbitration case no. 78/2012 in front of the Abu Dhabi Commercial and Conciliation Center.
- Case No. 885/2013 in front of the Cairo Regional Center for International Commercial Arbitration.
- Case No. 877/2013 in front of the Cairo Regional Center for International Commercial Arbitration.
- Case 986/2014 in front of Cairo Regional Center for International Commercial Arbitration.
- Case 1013/2014 in front of Cairo Regional Center for International Commercial Arbitration.
- Case No. 967/2014 in front of Cairo Regional Center for International Commercial Arbitration.
- Case No. 1037/2015 in front of Cairo Regional Center for International Commercial Arbitration.
- UNCITRAL Arbitration SGS SA v. Osman Family (*Ad hoc* Arbitration).
- Case No. 1090/2016 in front of Cairo Regional Center for International Commercial Arbitration.
- Case No. 1065/2015 in front of Cairo Regional Center for International Commercial Arbitration.
- Adhoc arbitration case relating to an investment dispute relating to investment in a mine by a foreign investor.

- Case No. 22/2017 in front of Abu Dhabi Commercial and Conciliation Center between Etihad Advanced Integrated Solution (Etihad Ais) / UAE and Advanced Military Maintenance, Repair And Overhaul Center LLC (Ammroc) / UAE
- Case No. 1216/2017 in front of Cairo Regional Center for International Commercial Arbitration between Egypt Environmental Services S.A.E. "EES" and Cairo Cleaning & Beautification Authority "CCBA".
- Case No. 1243/2018 in front of Cairo Regional Center for International Commercial Arbitration between Melco-Mec Egypt for Elevators & Escalators S.A.E and Arab Company for Touristic Projects and Sheraton Cairo Hotel Towers Casino.
- Case No. 30/2017 in front of Abu Dhabi Commercial and Conciliation Center between ABU DHABI CO-OPERATIVE SOCIETY and Polensky & Zoellner Abu Dhabi.
- Case No. 7/2018 in front of Abu Dhabi Commercial and Conciliation Center between Abdullah Al Qamzi Transport & General Contracting and Wahat Al Zaweya Investment And Real Estate Development LLC.
- Case No. 22/2013 in front of the Dubai International Arbitration Center (DIAC) between Mr. Romeo design L.L.C and M. Al Rostamani Pegel.
- Case No. 168/2017 in front of the Dubai International Arbitration Center (DIAC) between El Sewedy Electric LLC / UAE and Al Rajhi Construction LLC/ UAE.
- Case No. 43/2018 in front of the Dubai International Arbitration Center (DIAC) between KELE Contracting LLC / UAE and IAH Project development / UAE and The Developer Properties LLC / UAE.
- Case No. DL17094 in front of the DIFC between Banaja International Group Limited / UAE and Belhoul Corporate Office LLC / UAE
- Case No. 782/2011 in front of the Cairo Regional Center for International Commercial Arbitration.
- Case No. 22/2013 in front of the Dubai International Arbitration Center

(DIAC).

- Case No. 98/2015 and 147/2015 in front of the Dubai International Arbitration Center (DIAC).

### **(C) Construction Arbitrations:**

Dr. Riad has been involved in numerous construction arbitrations including – *inter alia* – :

- ICC Arbitration Case No. 18861/MCP. (**Construction Arbitration**, Dr Riad appointed Chairman)
- ICC Arbitration Case No. 21214/ZF. (**Construction Arbitration**)
- ICC Arbitration Case No. 22415/ZF. (**Construction Arbitration**)
- ICC Arbitration Case No. 21630/ZF. (**Electromechanics Construction Arbitration**)
- Case concerning the arbitration of the Engineering Consulting Office of Hamza & Partners v. Golden Pyramids Plaza Company in front of Cairo Regional Center for International Commercial Arbitration. (**Construction Arbitration**)
- Case concerning the arbitration of Skanska Cementation International Limited and Sony Broadcast and Professional Europe in a consortium known as the Fourth Consortium v. Egyptian Media

Production City Company S.A.E. in front of Cairo Regional Center for International Commercial Arbitration. **(Construction Arbitration)**

- Case concerning the arbitration of El-Rehab Saudi – Egyptian Company S.A.E. vs. Crown Iron Works Company in front of Cairo Regional Center for International Commercial Arbitration. **(Construction Arbitration)**
  
- Case concerning the arbitration of Morrison Knudsen International, Inc./Contrack International, Inc. JV v. NOPWASD in front of Cairo Regional Center for International Commercial Arbitration. **(Construction Arbitration)**
  
- Case No. 529/2007 concerning the arbitration between Inventors Anteriors International v. SIEMENS Limited Co. – Egypt, Industrial Solutions and Services in front of Cairo Regional Center for International Commercial Arbitration. **(Construction Arbitration)**
  
- Case No. 5/2007 the National Investor PJSC against Tamweel PJSC (Abu Dhabi Commercial and Conciliation Center). **(Construction Arbitration)**
  
- Case No. 52/2008 concerning the arbitration between ARTEC Architectural of Engineering Consultants and Bonyan International Investment Group LLC (DIAC). **(Construction Arbitration)**
  
- Case No. 782/2011 concerning the arbitration case between Orascom Construction Industries (OCI) and Pyramids Smart Villages Company (SMART) in front of the Cairo Regional Center

for International Commercial Arbitration. **(Construction Arbitration)**

- Case No. 22/2013 in front of the Dubai International Arbitration Center (DIAC). **(Construction Arbitration)**
- Case No. 98/2015 and 147/2015 in front of the Dubai International Arbitration Center (DIAC). **(Construction Arbitration)**
- Adhoc arbitration case under Omani law relating to the construction of wastewater project. **(Construction Arbitration)**
- Adhoc arbitration case under Omani law relating to the construction of dorms for housing of employees. **(Construction Arbitration)**
- Adhoc arbitration case under Omani law relating to a construction project for commercial mall. **(Construction Arbitration)**
- Arbitration case no. 78/2012 in front of the Abu Dhabi Commercial and Conciliation Center. **(Construction Arbitration, Dr. Riad appointed Chairman)**
- ICC Arbitration 23241/AYZ between (claimant) Redco Cicon W.L.L. (Qatar) and (Respondents) SAMSUNG-OHL-QBC JV (Qatar) and SAMSUNG C&T CORPORATION (South Korea) and Obrascon Huarte Lain S.A. (Spain) and Qatar Building Company (Qatar) **(Construction Arbitration)**

- DIAC Arbitration 43/2018 between KELE Contracting LLC / UAE and IAH Project development / UAE and The Developer Properties LLC / UAE (**Construction Arbitration**)
- Arbitration case no. 30/2017 in front of the Abu Dhabi Commercial and Conciliation Center between ABU DHABI CO-OPERATIVE SOCIETY and Polensky & Zoellner Abu Dhabi (**Construction Arbitration**)

**LANGUAGES:** Arabic, English & French

## **BOOKS AND PUBLICATIONS:**

### **BOOKS:**

- *"The Applicable Law in Transnational Arbitrations"* (Harvard 1985).
- *"Introduction to Egyptian Law"* (German University Press 2004).
- *"Egyptian Companies Law"* (German University Press 2005).
- "Protection of Foreign Investment" *Egyptian Journal of International Law* - 1983.
- "The changing role in the arbitration process" *Foreign Investment Law Journal - ICSID Review*, Volume 1 - 1986 (Co-author with Dr. Ahmed S. El-Kosheri).
- "The Law governing a New Generation of Petroleum Agreements: Changes in the Arbitration Process" *Foreign Investment Law Journal - ICSID Review*, Volume 3 - 1988 (Co-author with Dr. Ahmed S. El-Kosheri).
- "Doing Business in Egypt" *Yearbook of Islamic and Middle Eastern Law*, Volume 5 - 1998-1999.



- "Arbitration & Legal Business Environment in Egypt" *Journal of International Arbitration (France)*, Vol. 17 No. 5 – October 2000.
- "Arbitration in Civil and Commercial Matters in Egypt" *Yearbook of Islamic and Middle Eastern Law (Kluwer Law International)*, Volume 6 - 1999-2000.
- "World Trade Organization Dispute Settlement System" *Senghor University* - 2000.
- "Commercial Arbitration in Egypt" *International Arbitration Law Review*, vol. 3 – December 2000.
- "Physician Responsibility in medical practice in Egypt" *Egyptian Medical Magazine* – November/December 2000.
- "The Investment Legal Environment in Egypt in the new Millennium" *Arab Law Quarterly (Kluwer Law International)* - May 2001.
- "The Settlement of International Investment Disputes" *Handbook on Dispute Settlement* (United Nations Conference on Trade and Development.) – 2002.
- "The Investment and Business Laws of Egypt" *Yearbook of Islamic and Middle Eastern Law (Kluwer Law International)*, Volume 9, 2004.
- "Egyptian Business and Commercial Laws" *Yearbook of Islamic and Middle Eastern Law (Brill Academic Publishers) (Leiden/Boston)*, Volume 12, 2006.
- "The Issue of Interest in Middle East Laws and Islamic Law" (*ICC world Business Law Institute Annual Meeting November 2007*).
- "Contracts in the Middle East and Islamic Law" (*German University press 2008*).

**Address:**

**Tarek Riad**

**LEGAL CONSULTANTS & ATTORNEYS AT LAW**

16, Maamal El Sokkar St., Garden City, Cairo 11451, Egypt

TELEPHONE: + (20 2) 27954795 (10 lines), 27959228, 27952096

FAX: + (20 2) 27958521

E-mail: tarek.riad@krr-law.com  
mailbox@krr-law.com

Website: <http://www.krr-law.com>