
LAGOS CHAMBER OF COMMERCE INTERNATIONAL ARBITRATION CENTRE

GUIDELINES ON THE IMPLEMENTATION OF THE COVID-19
ADR INITIATIVE (CADRI)



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INTRODUCTION

The COVID-19 ADR Initiative (CADRI) is a scheme designed to support businesses within Africa, given the adverse economic impact that the COVID-19 pandemic has had on economies in Africa. CADRI provides cheaper, speedier, and effective resolution of contractual and other disputes through the use of arbitration, adjudication, expert determination, mediation and other alternative dispute resolution mechanisms (see <https://cadri.org.ng/>). CADRI is not an institution. Rather, it is a service which will be administered through existing arbitral and other ADR institutions. LACIAC has been designated as one of the institutions to administer CADRI, and for the purpose of implementing the scheme the LACIAC Court issues the following guidelines to provide information and guidance to parties on how the CADRI scheme works and what assistance and support they can get under the scheme.

1. Scope of the CADRI scheme

The CADRI scheme applies to the following categories of cases:

- a. **Category 1:** Cases where the parties have agreed to submit the dispute for resolution under the CADRI scheme.
- b. **Category 2:** Cases where the parties have agreed to resolve the dispute under the CADRI scheme rather than under a previously agreed dispute resolution method.
- c. **Category 3:** Existing litigation cases in which resolution is delayed because of the impact that the COVID-19 pandemic has had on courts' operations, and where the parties have agreed to request for a stay of such litigation proceedings and submit their disputes for resolution under the CADRI scheme.

2. Step-by-step guide to using the CADRI scheme:

- 2.1. The CADRI scheme is entirely consensual. The parties to the dispute use the scheme because they both desire to do so.
- 2.2. If the parties have agreed on the dispute resolution mechanism they wish to use (arbitration, adjudication, expert determination, mediation, or a combination of two or more of these mechanisms), they should execute a Submission Agreement using the applicable form in the Appendix to the Guidelines (with such modifications as are necessary in the circumstances of the dispute). The party designated as "Claimant" should send the executed Submission Agreement by email to the Secretariat of the Lagos Chamber of Commerce International Arbitration Centre (LACIAC) at info@laciac.org.
- 2.3. Where a case falls under category 1, the parties should execute a submission agreement in terms of Annex 1 to these Guidelines.

- 2.4. Where a case falls under category 2, the parties should execute a submission agreement in terms of Annex 2 to these Guidelines.
- 2.5. Where a case falls under category 3, the parties should execute a submission agreement in terms of Annex 3 to these Guidelines.
- 2.6. If the parties wish to be guided as to which dispute resolution mechanism they ought to use (arbitration, adjudication, expert determination or mediation, or a combination of two or more of these mechanisms), they may request such guidance from the LACIAC Secretariat. The party designated as "Claimant" should send such request by email to LACIAC at info@laciac.org.
- 2.7. When the Secretariat receives the communication referred to in 2.6 above, it will arrange a meeting between the LACIAC Secretariat and the parties.
- 2.8. At the meeting referred to in 2.7 above, a legal officer of LACIAC will work with the parties' representatives to reach agreement on:
 - (i) What dispute resolution mechanism (arbitration, adjudication, expert determination, mediation or a combination of two or more of these mechanisms) is best suited to the circumstances of the case (in the event that the parties have not already agreed which mechanism they will use);
 - (ii) Whether the dispute may be resolved on an expedited and cost-efficient basis (fast track, documents only, etc);
 - (iii) A reasonable budget to cover the fees of the arbitrator, adjudicator, expert, mediator etc as the case may be, as well as administrative costs;
 - (iv) The qualification, expertise, experience and nationality of the arbitrator, adjudicator, expert, mediator etc (as the case may be);
 - (v) Whether:
 - (a) the parties desire that the LACIAC Court appoint or propose an arbitrator, adjudicator, expert, mediator etc (as the case may be) for them, on the basis that the arbitrator, adjudicator, expert, mediator etc (as the case may be):
 - (1) possesses the agreed qualification, expertise, experience and nationality,
 - (2) satisfies the independence and impartiality requirements in Article 14 and paragraph 5.6 (Annex IV) of the LACIAC Arbitration Rules and
 - (3) is willing to work within a budget acceptable to the parties, or

- (b) the parties wish to appoint such arbitrator, adjudicator, expert, mediator etc (as the case may be) who meets the criteria set out in (a) above by themselves.
- 2.9. If the parties request that the LACIAC Court¹ should propose (rather than appoint) an arbitrator, adjudicator, expert, or a mediator (as the case may be) for them, the LACIAC Court will, after having discussed with candidates who meet the criteria agreed by the parties, present a list of such candidates to the parties, and, if the parties so desire, work with them to agree a selection from the list.
- 2.10. When an arbitrator, adjudicator, expert, mediator or other neutral has been appointed following the process set out in paragraphs 2.8 and 2.9 above, the arbitrator, adjudicator, expert, mediator or other neutral will conduct the arbitration, adjudication, expert determination, mediation, or other process in accordance with LACIAC's Rules on Arbitration, Adjudication, Expert Determination and Mediation (as may be applicable),² and the agreement of the parties.

3. The CADRI scheme and LACIAC's Rules

- 3.1. Cases admitted under the CADRI scheme will be resolved using the choice of dispute resolution process (arbitration, adjudication, expert determination, mediation etc) agreed to by the parties as administered by LACIAC under its Rules.
- 3.2. Parties who submit disputes for resolution under the CADRI scheme remain at liberty to choose the seat and the law applicable to the dispute resolution process selected by them.
- 3.3. Parties who submit disputes for resolution under the CADRI scheme remain at liberty to appoint their own arbitrators, adjudicators, experts, mediators or other neutrals, as the case may be. The arbitrator, adjudicator, expert, mediator or other neutral must be willing to accept appointment under the CADRI scheme.
- 3.4. The LACIAC court will only appoint an arbitrator, adjudicator, expert, mediator or other neutral for the parties in circumstances set out in paragraph 2.8 (a). above, or as authorized by the LACIAC Arbitration Rules 2016 and the LACIAC Mediation Rules 2016 and in particular where:
- (a) the parties are unable to agree on the appointment of a particular person as arbitrator, adjudicator, expert, mediator or other neutral;
- (b) a party fails to make an appointment within the time prescribed by the LACIAC Rules;

¹ Insert name of administering institution

² Insert name of administering institution

(c) arbitrators or other neutrals appointed by the parties fail to make an appointment within the time prescribed by the LACIAC Rules.

3.5. The objective of achieving a cost-efficient dispute process requires that the reference be undertaken by a sole arbitrator, adjudicator, expert, mediator or other neutral. LACIAC therefore recommends that parties who wish to submit their dispute for resolution under the CADRI scheme should, in their Submission Agreement endeavor to agree on the appointment of a single person as sole arbitrator, adjudicator, expert, mediator or other neutral.

4. Benefits of the CADRI scheme

4.1. CADRI will afford a significant reduction in the costs of dispute resolution to parties who submit their disputes for resolution under the CADRI scheme.

4.2. In determining the fees of the arbitrator, adjudicator, expert, mediator or other neutral that parties will pay in each case administered under the CADRI scheme, the Court will provide a rate discounted against its current provision of fees as contained in the LACIAC Arbitration Rules 2016 and LACIAC's Mediation Rules 2016.

4.3. The LACIAC Court shall determine the discounted rate on a case-by-case basis and shall do so in consultation with the parties' representatives and the arbitrator, adjudicator, expert, mediator or other neutral and in consideration of the following:

4.3.1. the economic and financial hardships caused by the COVID-19 pandemic to the Parties' businesses;

4.3.2. the nature of the issues in the case;

4.3.3. the amount of time and effort that will be required to resolve the dispute;

4.3.4. the cost of the dispute or amount of money (if any) in dispute; and

4.3.5. the prospect of resolving the dispute on an expeditious basis.

4.4. In all cases, subject to the discretion of the LACIAC Court, the fees of the arbitrator, adjudicator, expert, mediator or other neutral rate shall not be less than []% of LACIAC's current provision of fees.

ANNEX 1

Submission Agreement where, following a dispute, the parties have agreed to submit the dispute for resolution under the CADRI scheme (Category 1).

SUBMISSION AGREEMENT FOR [ARBITRATION] [ADJUDICATION] [EXPERT DETERMINATION] [MEDIATION] [ETC]³

This [Arbitration] [Adjudication] [Expert Determination] [Mediation] [etc] Submission Agreement ("Agreement") is made this ___ day of ____, 20__ between _____ ("Claimant") and _____ ("Respondent"). Claimant and Respondent are collectively referred to as the "Parties."

Recitals:

A. A dispute has arisen between the Parties as to which the parties have agreed to pursue [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc]

B. The parties have agreed to resolve the dispute by submitting it to [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] in accordance with this Agreement.

Agreement:

1. Appointment of [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc]: [The [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall be (name of [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] agreed by the parties) of (address)] or [The parties request the Court of Arbitration of the Lagos Chamber of Commerce International Arbitration Centre ("the LACIAC Court") to appoint the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc]]"⁴

2. [Seat and] Applicable Rules: [The seat of the arbitration will be (.....)].⁵ The [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] shall be conducted in accordance with the [Arbitration Rules] [Adjudication Rules] [Expert Determination Rules] [Mediation Rules] of the Lagos Chamber of Commerce International Arbitration Centre

³ In this template agreement, words in [parentheses] are to be chosen by the parties depending on which Alternative Dispute Resolution mechanism they have agreed to employ. For example, the word "[hearings]" should be used if the parties have chosen [arbitration] while "[sessions]" are appropriate for adjudication, expert determination and mediation. Likewise, "[award]" is appropriate for arbitrations, "[determination]" is appropriate for expert determination, "[decision]" is appropriate for adjudication and "[settlement]" is appropriate for mediation.

⁴ Choose the second option if the parties have attempted without success to agree who should act as Arbitrator, Adjudicator, Expert or Mediator, or if the parties wish for the LACIAC Court to make such appointment without first attempting to agree one by themselves.

⁵ Use if chosen mechanism is arbitration.

(LACIAC) [2016] [2020]⁶ and in accordance with the COVID-19 Alternative Dispute Resolution Initiative (CADRI) Guidelines 2020 (“the CADRI Guidelines”) issued by the LACIAC Court.

3. Fees/Expenses: The fees of the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall be determined in accordance with paragraph 4.3. of the CADRI Guidelines. The [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall also be reimbursed for all reasonable and necessary expenses. The fees and expenses of the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall be borne by the Parties equally. Each Party shall, however, be responsible for the expense of its counsel, experts and witnesses.

4. Virtual Hearings: Except where the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] directs otherwise in respect of all or any aspect of the proceedings following representations by the Parties, the Parties agree to proceed with [virtual hearings]⁷ [virtual sessions]⁸ regarding the [claims, defences and arguments, pleaded in their written submissions]⁹ [representations made by the Parties in their -Memoranda]¹⁰ and evidenced in the materials on record. [The hearings] [The sessions] shall be conducted virtually in accordance with the Africa Arbitration Academy Virtual Hearing Protocol 2020. All other aspects of the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] shall be administered in accordance with this Submission Agreement. The Parties further agree that no objection shall be taken to the [Award] [Decision] [Determination] rendered by the [Arbitrator] [Adjudicator] [Expert] [etc] [the settlement reached by the parties following the mediation] on the ground that the [hearings] [sessions] regarding the dispute were conducted virtually.

5. [Finality] [Bindingness] of [Award] [Decision] [Determination] [Settlement]: The Parties agree that the [Award] [Decision] [Determination] rendered by the [Arbitrator] [Adjudicator] [Expert] [etc] [the settlement reached by the parties following the mediation] is binding and final, and shall be [capable of enforcement by a court having jurisdiction at the seat of the arbitration and enforcement in any other jurisdiction]¹¹ [eligible for entry of judgement and enforcement by a court having jurisdiction at the place where the hearings or sessions were held, and any judgement upon such Decision, Determination or Settlement shall be eligible for enforcement in any other jurisdiction in accordance with the laws of such jurisdiction].¹²

6. Cancellation: No charges are incurred for postponement of the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc]. In the event the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] is cancelled within two weeks of any scheduled [hearing] [session] date, the fees of the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] and expenses for time actually incurred as determined by the LACIAC Court shall be payable, together with

⁶ Choose “[2016]” if the submission is to arbitration or mediation, and “[2020]” if the submission is to adjudication or expert determination.

⁷ Use if chosen mechanism is arbitration.

⁸ Use if chosen mechanism is adjudication, expert determination or mediation.

⁹ Use if chosen mechanism is arbitration, adjudication or expert determination.

¹⁰ Use if chosen mechanism is mediation.

¹¹ Use if chosen mechanism is arbitration

¹² Use if chosen mechanism is adjudication, expert determination or mediation.

50% of the time reserved for the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] [hearings] [sessions].

7. Modification: No modification of this Agreement may be made except by a writing signed by each of the Parties and by the Arbitrator] [Adjudicator] [Expert] [Mediator] [etc].

<p>CLAIMANT</p> <p>Name</p> <p>Date</p> <p>Signature</p> <p>IN THE PRESENCE OF:</p> <p>Name</p> <p>Date</p> <p>Signature</p>	<p>CLAIMANT'S ATTORNEY</p> <p>Name</p> <p>Date</p> <p>Signature</p> <p>IN THE PRESENCE OF:</p> <p>Name</p> <p>Date</p> <p>Signature</p>
<p>RESPONDENT</p> <p>Name</p> <p>Date</p> <p>Signature</p> <p>IN THE PRESENCE OF:</p> <p>Name</p> <p>Date</p> <p>Signature</p>	<p>RESPONDENT ATTORNEY</p> <p>Name</p> <p>Date</p> <p>Signature</p> <p>IN THE PRESENCE OF:</p> <p>Name</p> <p>Date</p> <p>Signature</p>

ANNEX 2

Submission Agreement where parties have agreed to resolve their dispute under the CADRI scheme rather than under a previously agreed dispute resolution method (Category 2)

SUBMISSION AGREEMENT FOR [ARBITRATION] [ADJUDICATION] [EXPERT DETERMINATION] [MEDIATION] [ETC]¹³

This [Arbitration] [Adjudication] [Expert Determination] [Mediation] [etc] Submission Agreement ("Agreement") is made this __ day of __, 20__, between _____ ("Claimant") and _____ ("Respondent"). Claimant and Respondent are collectively referred to as the "Parties."

Recitals:

A. A dispute has arisen between the Parties under an agreement for [description of relevant agreement under which the dispute has arisen] ("the Dispute").

B. By clause of the said agreement for [description of relevant agreement under which the dispute has arisen], the parties had agreed that disputes arising under the agreement will be resolved by [description of the dispute mechanism specified in the agreement under which the dispute has arisen].

C. The parties have agreed to vary the said clause of the [description of the dispute mechanism specified in the agreement under which the Dispute has arisen] to the effect that the Dispute will be submitted to Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] in accordance with this Agreement

D. The parties have agreed to resolve the Dispute by submitting to [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] in accordance with this Agreement.

Agreement:

1. **Variation:** The parties hereby vary clause of the [description of the dispute mechanism specified in the agreement under which the Dispute has arisen] to the effect that the Dispute will be submitted to Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] in accordance with this Agreement

¹³ In this template agreement, words in [parentheses] are to be chosen by the parties depending on which Alternative Dispute Resolution mechanism they have agreed to employ. For example, the word "[hearings]" should be used if the parties have chosen [arbitration] while "[sessions]" are appropriate for adjudication, expert determination and mediation. Likewise, "[award]" is appropriate for arbitrations, "[determination]" is appropriate for expert determination, "[decision]" is appropriate for adjudication and "[settlement]" is appropriate for mediation.

2. **Appointment of [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc]:** [The [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall be [name of [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] agreed by the parties] of (address)] or [“The parties request the Court of Arbitration of the Lagos Chamber of Commerce International Arbitration Centre (“the LACIAC Court”) to appoint the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc]”¹⁴].
3. **[Seat and] Applicable Rules:** [The seat of the arbitration will be [.....]].¹⁵ The [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] shall be conducted in accordance with the rules of the Lagos Chamber of Commerce International Arbitration Centre (LACIAC) [2016] [2020]¹⁶ and in accordance with the COVID-19 Alternative Dispute Resolution Initiative (CADRI) Guidelines 2020 (“the CADRI Guidelines”) issued by the LACIAC Court.
4. **Fees/Expenses:** The fees of the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall be determined in accordance with paragraph 4.3. of the CADRI Guidelines. The [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall also be reimbursed for all reasonable and necessary expenses. The fees and expenses of the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall be borne by the Parties equally. Each Party shall, however, be responsible for the expense of its counsel, experts and witnesses.
5. **Virtual Hearings:** Except where the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] directs otherwise in respect of all or any aspect of the proceedings following representations by the Parties, the Parties agree to proceed with [virtual hearings]¹⁷ [virtual sessions]¹⁸ regarding the [claims, defences and arguments, pleaded in their written submissions]¹⁹ [representations made by the Parties in their Memoranda]²⁰ and evidenced in the materials on record. [The hearings] [The sessions] shall be conducted virtually in accordance with the Africa Arbitration Academy Virtual Hearing Protocol 2020. All other aspects of the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] shall be administered in accordance with this Submission Agreement. The Parties further agree that no objection shall be taken to the [Award] [Decision] [Determination] rendered by the [Arbitrator] [Adjudicator] [Expert] [etc] [or the settlement reached by the parties following the mediation] on the ground that the [hearings] [sessions] regarding the dispute were conducted virtually.
6. **[Finality] [Bindingness] of [Award] [Decision] [Determination] [Settlement]:** The Parties agree that the [Award] [Decision] [Determination] rendered by the [Arbitrator]

¹⁴ Choose the second option if the parties have attempted without success to agree who should act as Arbitrator, Adjudicator, Expert or Mediator, or if the parties wish for the LACIAC Court to make such appointment without first attempting to agree one by themselves.

¹⁵ Use if chosen mechanism is arbitration.

¹⁶ Choose “[2016]” if the submission is to arbitration or mediation, and “[2020]” if the submission is to adjudication or expert determination.

¹⁷ Use if chosen mechanism is arbitration.

¹⁸ Use if chosen mechanism is adjudication, expert determination or mediation.

¹⁹ Use if chosen mechanism is arbitration, adjudication or expert determination.

²⁰ Use if chosen mechanism is mediation.

[Adjudicator] [Expert] [etc] [the settlement reached by the parties following the mediation] is binding and final, and shall be [capable of enforcement by a court having jurisdiction at the seat of the arbitration and enforcement in any other jurisdiction]²¹ [eligible for entry of judgement and enforcement by a court having jurisdiction at the place where the hearings or sessions were held and any judgement upon such Decision, Determination or Settlement shall be eligible for enforcement in any other jurisdiction in accordance with the laws of such jurisdiction].²²

7. **Cancellation:** No charges are incurred for postponement of the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc]. In the event the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] is cancelled within two weeks of any scheduled [hearing] [session] date, the fees of the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] and expenses for time actually incurred as determined by the LACIAC Court shall be payable, together with 50% of the time reserved for the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] [hearings] [sessions].
8. **Modification:** No modification of this Agreement may be made except by a writing signed by each of the Parties and by the Arbitrator] [Adjudicator] [Expert] [Mediator] [etc].

CLAIMANT	CLAIMANT'S ATTORNEY
Name	Name
Date	Date
Signature	Signature
IN THE PRESENCE OF:	IN THE PRESENCE OF:
Name	Name
Date	Date
Signature	Signature
RESPONDENT	RESPONDENT ATTORNEY
Name	Name
Date	Date

²¹ Use if chosen mechanism is arbitration.

²² Use if chosen mechanism is adjudication, expert determination or mediation.

Signature	Signature
IN THE PRESENCE OF:	IN THE PRESENCE OF:
Name	Name
Date	Date
Signature	Signature

ANNEX 3

Submission Agreement where the dispute has been the subject of ongoing litigation which is delayed because of the impact of the COVID-19 pandemic on the court's operation (Category 3).

SUBMISSION AGREEMENT FOR [ARBITRATION] [ADJUDICATION] [EXPERT DETERMINATION] [MEDIATION] [ETC]²³

This [Arbitration] [Adjudication] [Expert Determination] [Mediation] [etc] Submission Agreement ("Agreement") is made this ___ day of ___, 20___, between _____ ("Claimant") and _____ ("Respondent"). Claimant and Respondent are collectively referred to as the "Parties."

Recitals:

A. A dispute has arisen between the parties concerning matters more particularly set forth in the pleadings filed in that certain civil action styled as follows: Suit No: Between and (the "Litigation");

B. The parties have agreed to resolve the dispute by submitting it to [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] in accordance with this Agreement and to stay the proceedings in the Litigation until the outcome of the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc].

Agreement:

1. Appointment of [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc]: [The [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall be [name of [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] agreed by the parties] of [address] or [The parties request the Court of Arbitration of the Lagos Chamber of Commerce International Arbitration Centre ("the LACIAC Court") to appoint the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc)].²⁴

²³ In this template agreement, words in [parentheses] are to be chosen by the parties depending on which Alternative Dispute Resolution mechanism they have agreed to employ. For example, the word "[hearings]" should be used if the parties have chosen [arbitration] while "[sessions]" are appropriate for adjudication, expert determination and mediation. Likewise, "[award]" is appropriate for arbitrations, "[determination]" is appropriate for expert determination, "[decision]" is appropriate for adjudication and "[settlement]" is appropriate for mediation.

²⁴ Choose the second option if the parties have attempted without success to agree who should act as Arbitrator, Adjudicator, Expert or Mediator, or if the parties wish for the LACIAC Court to make such appointment without first attempting to agree one by themselves.

2. [Seat and] Applicable Rules: [The seat of the arbitration will be [.....]].²⁵ The [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] shall be conducted in accordance with the [Arbitration Rules] [Adjudication Rules] [Expert Determination Rules] [Mediation Rules] of the Lagos Chamber of Commerce International Arbitration Centre (LACIAC) [2016] [2020]²⁶ and in accordance with the COVID-19 Alternative Dispute Resolution Initiative (CADRI) Guidelines 2020 (“the CADRI Guidelines”) issued by the LACIAC Court.

3. Fees/Expenses: The fees of the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall be determined in accordance with paragraph 4.3. of the CADRI Guidelines. The [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall also be reimbursed for all reasonable and necessary expenses. The fees and expenses of the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] shall be borne by the Parties equally. Each Party shall, however, be responsible for the expense of its counsel, experts and witnesses.

4. Virtual Hearings: Except where the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] directs otherwise in respect of all or any aspect of the proceedings following representations by the Parties, the Parties agree to proceed with [virtual hearings]²⁷ [virtual sessions]²⁸ regarding the [claims, defences and arguments, pleaded in their written submissions]²⁹ [representations made by the Parties in their Memoranda]³⁰ and evidenced in the materials on record. [The hearings] [The sessions] shall be conducted virtually in accordance with the Africa Arbitration Academy Virtual Hearing Protocol 2020. All other aspects of the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] shall be administered in accordance with this Submission Agreement. The Parties further agree that no objection shall be taken to the [Award] [Decision] [Determination] rendered by the [Arbitrator] [Adjudicator] [Expert] [etc] [or the settlement reached by the parties following the mediation] on the ground that the [hearings] [sessions] regarding the dispute were conducted virtually.

5. [Finality] [Bindingness] of [Award] [Decision] [Determination] [Settlement]: The Parties agree that the [Award] [Decision] [Determination] rendered by the [Arbitrator] [Adjudicator] [Expert] [etc] [the settlement reached by the parties following the mediation] is binding and final, and shall be [capable of enforcement by a court having jurisdiction at the seat of the arbitration and enforcement in any other jurisdiction]³¹ [eligible for entry of judgement and enforcement by a court having jurisdiction at the place where the hearings or sessions were held and any judgement upon such Decision, Determination or Settlement shall be eligible for enforcement in any other jurisdiction in accordance with the laws of such jurisdiction].³²

²⁵ Use if chosen mechanism is arbitration.

²⁶ Choose “[2016]” if the submission is to arbitration or mediation, and “[2020]” if the submission is to adjudication or expert determination.

²⁷ Use if chosen mechanism is arbitration.

²⁸ Use if chosen mechanism is adjudication, expert determination or mediation.

²⁹ Use if chosen mechanism is arbitration, adjudication or expert determination.

³⁰ Use if chosen mechanism is mediation.

³¹ Use if chosen mechanism is arbitration.

³² Use if chosen mechanism is adjudication, expert determination or mediation.

6. Cancellation: No charges are incurred for postponement of the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc]. In the event the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] is cancelled within two weeks of any scheduled [hearing] [session] date, the fees of the [Arbitrator] [Adjudicator] [Expert] [Mediator] [etc] and expenses for time actually incurred as determined by the LACIAC Court shall be payable, together with 50% of the time reserved for the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc] [hearings] [sessions].

7. Stay of Litigation: The Parties agree that from the date of the signature of this Submission Agreement, that they shall request for an order of Stay of Proceedings from the Court in Suit No [] until after the outcome of the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc], and both parties shall request the court to adjourn the proceedings indefinitely, with liberty to either party to apply for further orders as may be appropriate following the outcome of the [Arbitration] [Adjudication] [Expert Determination] [Mediation][etc].

8. Modification: No modification of this Submission Agreement may be made except by a writing signed by each of the Parties and by the Arbitrator] [Adjudicator] [Expert] [Mediator] [etc].

CLAIMANT	CLAIMANT'S ATTORNEY
Name	Name
Date	Date
Signature	Signature
IN THE PRESENCE OF:	IN THE PRESENCE OF:
Name	Name
Date	Date
Signature	Signature
RESPONDENT	RESPONDENT ATTORNEY
Name	Name
Date	Date

Signature	Signature
IN THE PRESENCE OF:	IN THE PRESENCE OF:
Name	Name
Date	Date
Signature	Signature