

GUIDE TO ARBITRATION PLACES (GAP)

RWANDA

CHAPTER PREPARED BY

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JURISDICTION INDICATIVE TRAFFIC LIGHTS

- | | |
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| 8. Compatibility with the Delos Rules | ● |

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There have not been any material changes requiring an update to this chapter (including the traffic lights) since the date of the latest version. Nonetheless, please note that this chapter does not constitute legal advice and its authors, the contributing law firm and Delos Dispute Resolution decline any and all responsibility.

IN-HOUSE AND CORPORATE COUNSEL SUMMARY

Adjudication by arbitration is a relatively new concept in Rwanda. In the early 2000's, the State courts experienced a significant backlog of cases. Spurred by a desire to attract foreign investment, the government reformed the judicial infrastructure over the next decade:

- Commercial Courts were established in 2007.
- Rwanda became a signatory to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (NY Convention) in 2008.
- Also in 2008, the country enacted Law No. 5 of 2008 on Arbitration and Conciliation in Commercial Matters (ACA), which was based on the UNCITRAL Model Law.
- The Kigali International Arbitration Centre (KIAC) was established in February 2011 by an act of Parliament as stipulated by Law No. 51 of 2010 dated 10 January 2010 and was subsequently launched on 31 May 2012.

Key places of arbitration in the jurisdiction?	Kigali.
Civil law/common law environment? (if mixed or other, specify)	A mixed legal system of civil law based on German and Belgian models and customary law.
Confidentiality of arbitrations?	Yes, Art 58 of the ACA states that unless otherwise agreed by the parties or otherwise provided by law, arbitration proceedings and the arbitral award are confidential, except where disclosure is required under the law or for implementation or enforcement of a settlement agreement.
Requirement to retain (local) counsel?	There is no requirement to retain local counsel.
Ability to present party employee witness testimony?	There is no limitation on a party's ability to present employee witness testimony.
Ability to hold meetings and/or hearings outside of the seat and/or remotely?	Yes, Art 32 of the ACA allows arbitral tribunals after consulting the parties to hold meetings outside the seat. The ACA is silent on remote hearings. Rwandan practitioners are of the view that holding remote hearings, particularly in a post-COVID environment, are unlikely to result in due process or other challenges before state courts.
Availability of interest as a remedy?	There is no express provision for the awarding of interests as a remedy, but it is common for parties to request for this in their submissions, not least because interest is available under Rwandan law.
Ability to claim for reasonable costs incurred for the arbitration?	Yes, Art 65 of the ACA provides that the arbitral tribunal shall fix the costs of the arbitration, which include reasonable costs of arbitrators and experts fees and any other expenses incurred in

	<p>connection with the arbitration but do not expressly include legal fees. While there is no express language covering legal costs, practitioners regularly experience parties applying for legal costs on the basis that (i) these are not prohibited, and (ii) the reference to "any other expenses in connection with the arbitration" contained in Art 65 of the ACA encompasses legal costs.</p> <p>Article 65 further provides that costs shall be borne equally by the parties unless the award provides for a different apportionment.</p> <p>Art 42 of the KIAC Rules gives the tribunal a broad discretion on apportionment of costs, absent party agreement. The tribunal may award the legal cost to the winning party. In assessing the legal fees payable, the tribunal will be guided by the Advocates' Fee Scale approved by the Rwanda Bar Association (RBA). Art 24 of the Rwandan Bar Association Regulation No 01/2014 (RBA) internal rules and regulations provides that an advocate assisting the parties in arbitration shall apply in all cases the scale of fees (subject to mutual agreement between the parties) applied in judicial, civil, commercial, social, and administrative cases.</p>
Restrictions regarding contingency fee arrangements and/or third-party funding?	Fees based on results, also known as a <i>quota litis pact</i> are illegal under Art 2 (1) (c) of the RBA. The law does not yet address third-party funding.
Party to the New York Convention?	Yes. Rwanda became a party to the NY Convention on 3 November 2008. It entered into force on 29 January 2009.
Party to the ICSID Convention?	Rwanda signed ICSID Convention on 21 April 1978. It entered into force on 14 November 1992.
Compatibility with the Delos Rules?	Yes, in broad terms.
Default time-limitation period for civil actions (including contractual)?	<p>The limitation periods vary depending on the cause of action:</p> <ul style="list-style-type: none"> • 5 years for civil actions (which include tort, contract, damages to property, divorce, probate); • 5 years to recover debts in commercial matters, personal injury resulting from accidents, tax; and • 2 years for labour actions as per Art 104 of the Labour Law No.66/2018 regulating Labour in Rwanda.
Other key points to note?	ϕ
World Bank, Enforcing Contracts: Doing Business score for 2020?	In 2020, the country ranked 38 th out of 190 countries with a score of 76.5.
World Justice Project, Rule of Law Index: Civil Justice score for 2022?	In 2022, the country ranked 27 th out of 128 counties with a score of 0.67.

ARBITRATION PRACTITIONER SUMMARY

The KIAC and arbitration community at large are keen on promoting Rwanda as an arbitration friendly jurisdiction. Certainly, some of the recent reforms point in the direction of cooperation between the courts and the arbitration community. That said, the jurisdiction is still new on the arbitration map, and it will take some time for the country's legal institutions to develop jurisprudence that arbitration users view as reliable, fair, and efficient.

Date of arbitration law?	The ACA became effective on the 14 February 2008
UNCITRAL Model Law? If so, any key changes thereto? 2006 version?	<p>Yes, it is based on the 2006 version. The ACA, however, contains the following differences.</p> <ul style="list-style-type: none"> • Article 45 of the ACA allows parties to request the tribunal to review an award that appears to have been rendered by fraud or on the basis of false documentation or testimonies. The UNCITRAL Model Law does contain a corresponding provision. • Article 13 of the ACA provides that, upon receipt of a request for arbitration, the other party has 15 days to appoint its party-appointed arbitrator. The relevant timeframe under Article 11(3) of the UNCITRAL Model Law is 30 days for such appointment. • Article 15 of the ACA provides that a party intending to challenge an arbitrator must do within 7 days of becoming aware of the impartiality or independence concerns. The relevant timeframe under Article 13(2) of the UNCITRAL Rules is 15 days.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	None.
Availability of <i>ex parte</i> pre-arbitration interim measures?	Art 19 of the ACA provides that an arbitral tribunal may, at the request of one of the parties, grant interim measures.
Courts' attitude towards the competence-competence principle?	<p>Art 18 of the ACA states that the arbitral tribunal may examine and rule on its own jurisdiction, including any objections with respect to the existence or the validity of the arbitration agreement.</p> <p>Art 7 of the ACA prohibits court involvement except where expressly allowed under the ACA. Article 10 directs courts, on the application of a party, to submit matters involving an arbitration agreement to arbitration (absent exceptional circumstances, such as a finding that the agreement is null and void.)</p>
May an arbitral tribunal render a ruling on jurisdiction (or other issues) with reasons to follow in a subsequent award?	The ACA is silent on this. However, Art 43 of the ACA allows the tribunal to render an unreasoned award subject to party's agreement.
Grounds for annulment of awards additional to those based on the	None. Art 51 of the ACA 2008 mirrors the grounds of Art V of the NY Convention.

criteria for the recognition and enforcement of awards under the New York Convention?	
Do annulment proceedings typically suspend enforcement proceedings?	No, there is no automatic stay or suspension of enforcement proceedings upon the filing of a petition for annulment of the arbitral award. Art 51 of the ACA allows the High Court to adjourn its decision if it deems it necessary, and it may also order the other party to provide appropriate security on the application of the party claiming recognition or enforcement of the arbitral award.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	There is no specific jurisprudence on this issue.
If an arbitral tribunal were to order a hearing to be conducted remotely (in whole or in part) despite a party's objection, would such an order affect the recognition or enforceability of an ensuing award in the jurisdiction?	No. In accordance with Art 32 of the ACA, the tribunal may meet at any place it considers appropriate.
Key points to note in relation to arbitration with and enforcement of awards against public bodies at the jurisdiction?	<p>Public entities intended as public Institutions, can be party to an arbitration if they had executed, on behalf of the Government of Rwanda, an arbitration agreement.</p> <p>Art 11 of the Ministerial instruction no 612/08.11 of 16/04/2014 setting up modalities for drafting, negotiating, requesting for opinions, signing, and managing contracts provides: while drafting contracts, parties shall include a dispute resolution clause using as the case may be, the amicable settlement, mediation, arbitration or litigation clause.</p> <p>Further Art 14 states that, where parties do not opt for litigation, they may apply one of the dispute settlement clauses relating to arbitration, proposed in these Instructions depending on the type of underlying contract.</p> <p>However, a Government official shall not be allowed to apply any international arbitration clause except clauses relating to Kigali International Arbitration Center (KIAC). And, in case parties fail to reach an amicable settlement through negotiation or mediation, the Public Institution shall request the Minister of Justice/Attorney General through a written notice to appoint an arbitrator who shall continue with the arbitration proceedings.</p> <p>Rwandan laws are silent on what which public matters cannot be submitted to arbitration. However, Art 2 of the ACA provides that it shall not prejudice enforcement of any Rwandan laws by virtue of which certain disputes may not be submitted to arbitration. As general practice however, Rwanda is of the position that it borrows from the French civil code specifically on arbitrability.</p>

<p>Is the validity of blockchain-based evidence recognised?</p>	<p>The ACA does not expressly recognize the validity of blockchain-based evidence. However, Art 31 provides that the tribunal has the power to determine the admissibility, relevance, materiality and weight of any evidence.</p>
<p>Where an arbitration agreement and/or award is recorded on a blockchain, is it recognised as valid?</p>	<p>There has yet to be a judicial decision on this. Art 9 of the ACA requires the arbitration agreement to be in writing.</p> <p>The requirement that an arbitration agreement be in writing is met by an electronic communication if the information is accessible to be used for subsequent reference. Electronic communication refers to any communication that the parties make by means of data messages. Data message refers to any information written, sent, received, stored by electronic, magnetic, optical, and other means, including, but not limited to, electronic data interchange (EDI) and email.</p>
<p>Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?</p>	<p>The use of blockchain technology in Rwanda is still quite new and its applicability in arbitration proceedings has not been tested in our courts.</p>
<p>Other key points to note?</p>	<ul style="list-style-type: none"> • Rwanda is the 2nd best performer in Doing Business in Africa (World Bank DB report 2020). • Rwanda is amongst the least corrupted countries in the region (see Corruption Perceptions Index (CPI 2021)) • Global Peace index 2021 ranks Rwanda amongst the top 5 safest countries in the region. • Rwanda uses four official languages (Kinyarwanda, Kiswahili, English, and French).

JURISDICTION DETAILED ANALYSIS

1. The legal framework of the jurisdiction

1.1 Is the arbitration law based on the UNCITRAL Model law? 1985 or 2006 version?

Rwandan Law on arbitration came into effect in 2008 and is based on the UNCITRAL Model Law of 2006.

1.2 When was the arbitration law last revised?

2009.

2. The arbitration agreement

2.1 How do the courts in the jurisdiction determine the law governing the arbitration agreement?

Art 40 of the ACA allows parties to choose governing law to the substance of the dispute. Absent any agreement as to the governing law, Rwandan law and the International Conventions ratified by the State of Rwanda will be applied by the courts. However, the ACA and case law are silent on the law governing the arbitration agreement. In our estimation, absent party agreement, tribunals are likely to rely on Article 40 to infer that Rwandan law will apply as the governing law of the arbitration agreement.

2.2 In the absence of an express designation of a 'seat' in the arbitration agreement, how do the courts deal with references therein to a 'venue' or 'place' of arbitration?

The parties are free to agree on the place of arbitration, according to Art. 32 of the ACA. The tribunal, in consultation with the parties, may choose the place of proceedings.

The ACA does not refer to 'seat' and 'venue'.

2.3 Is the arbitration agreement considered to be independent from the rest of the contract in which it is set forth?

According to Art 18 and of the ACA, an arbitration agreement is considered severable from the substantive contract.

2.4 What are formal requirements (if any) for an enforceable arbitration agreement?

An arbitration agreement must be in writing, under Art 9 of the ACA. For an agreement to be in writing it must meet the following conditions:

- (i) An arbitration agreement is in writing if its content is recorded in any form, whether the arbitration agreement or contract has been concluded orally, in a written form based on the conduct of the parties themselves, or based on any other means, according to Art 9 of the ACA;
- (ii) an arbitration agreement is in writing if its content is recorded in any form, whether the arbitration agreement or contract has been concluded orally, in a written form based on the conduct of the parties themselves, or based on any other means, according to Art 9 of the ACA;
- (iii) data message is any information that has been written, sent, or received by electronic, magnetic, optical, or other means, including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex, or telefax;
- (iv) an arbitration agreement is further considered in writing if it is included in an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by the other;

- (v) a reference in a contract to any document containing an arbitration clause constitutes a written arbitration agreement, provided the reference is such that the clause becomes part of the contract.

2.5 To what extent, if at all, can a third party to the contract containing the arbitration agreement be bound by said arbitration agreement?

Arts 3 (3), 6, and 9 of the ACA provide that parties agreeing to submit their dispute to arbitration are obligated to do so. However, where a contract pertaining to a bankrupt individual contains an arbitration provision, the provision shall be enforced by the trustee in bankruptcy if he or she agrees with the contract (Art 52 of the ACA).

On whether third parties are considered to have agreed to arbitration, the position is that if one is a signatory to the agreement to arbitrate, they have thus adhered to the said agreement hence their dispute can be submitted to arbitration. Debates have been raised on matters that involve a company that has signed such an agreement but has other companies linked to it which might be dragged to arbitration even if they did not sign the agreement to arbitrate. Under Art 8 of KIAC Rules, a third party may apply to be enjoined to an arbitration proceeding. Thereafter they would be bound by the agreement and the subsequent award.

2.6 Are there restrictions to arbitrability? In the affirmative:

The ACA applies to commercial matters only, though it does not expressly identify non-arbitrable matters. Nor do other Rwandan laws expressly prohibit matters from being referred to arbitration. Rather, public domain areas, such as family law, labour law, and criminal law, are regulated through specific rules – which is understood by the legal community to mean that these areas of law are not arbitrable.

2.6.1 Do these restrictions relate to specific domains (such as anti-trust, employment law etc.)?

Yes, as stated above, certain domains fall outside the scope of arbitrability. These include labour matters, which follow a particular administrative and court process for dispute resolution.

2.6.2 Do these restrictions relate to specific persons (i.e., State entities, consumers etc.)?

No. The restrictions do not relate to any class of persons in particular. Pursuant to Art 11 of ministerial instruction no 612/08.11 of 16/04/2014, state institutions or parties entering into contracts with or on behalf of the state are not restricted from entering into arbitration agreements.

3. Intervention of domestic courts

3.1 Will the courts stay litigation if there is a valid arbitration agreement covering the dispute?

As per Art 10 of the ACA courts will stay litigation unless the court determines there is no valid arbitration agreement.

3.1.1 If the place of the arbitration is inside of the jurisdiction?

Yes. A court that is seized of an action involving an arbitration agreement must submit the matter to the arbitration, upon a party's request, prior to submitting his or her statements on the substance of the dispute, unless the court determines that the agreement is null and void, inoperative, or incapable of being performed as per Art 10 of the ACA.

3.1.2 If the place of the arbitration is outside of the jurisdiction?

Yes, as Art 10 is not restricted to arbitrations inside the jurisdiction only.

3.2 How do courts treat injunctions by arbitrators enjoining parties to refrain from initiating, halt or withdraw litigation proceedings?

The Law is silent on whether arbitrators may issue anti-suit injunctions. Art 19 of the ACA provides that an arbitral tribunal may grant interim measures at the request of one of the parties. Under Art 21 such interim measures are binding and parties may seek the recognition of the order granting interim measures before the courts. The court before which recognition or enforcement is sought may order the requesting party to provide appropriate security (if the arbitral tribunal has not already made such a determination or if such a decision is necessary to protect the rights of third parties).

3.3 On what ground(s) can the courts intervene in arbitrations seated outside of the jurisdiction? (Relates to anti-suit injunctions/anti-arbitration injunctions or orders, but not only)

We have not come across anti-suit matter along such lines.

4. The conduct of the proceedings

4.1 Can parties retain foreign counsel or be self-represented?

There is no restriction under Rwandan Law on who may serve as counsel or party representative in a Rwandan-seated arbitration.

4.2 How strictly do courts control arbitrators' independence and impartiality? For example, does an arbitrator's failure to disclose suffice for the court to accept a challenge or do courts require that the undisclosed circumstances be of gravity such as to justify this outcome?

Art 14 of the ACA establishes the grounds for challenging arbitrators, including if circumstances give rise to justifiable doubts as to their impartiality or independence, whereas Art 15 establishes the challenge procedure for disqualification of arbitrators. To our knowledge, these provisions have not yet been tested before the courts.

4.3 On what grounds do courts intervene to assist in the constitution of the arbitral tribunal (in case of *ad hoc* arbitration)?

Art 3 of the ACA covers court intervention in respect of the constitution of the tribunal and does not distinguish between institutional and *ad hoc* arbitration. The Court may appoint arbitrators where:

- (i) ACA the parties fail to adhere to the terms of appointment of an arbitrator;
- (ii) a party to the arbitration agreement requests for the court's intervention;
- (iii) one of the parties fails to respect the terms of the agreement;
- (iv) parties to the agreement or two of the arbitrators (in case of three arbitrators) fail to agree on the appointment of an arbitrator or to follow the procedure as required and 4) a third party or institution fails to his or her obligation if required under the procedure of appointment of arbitrator (s).

4.4 Do courts have the power to issue interim measures in connection with arbitrations? If so, are they willing to consider *ex parte* requests?

Yes. Art 23 of the ACA provides that the courts have the power to issue interim measures in connection with arbitrations irrespective of their seat. The court may issue any interim measure that it is allowed to grant in an ordinary judicial proceeding, to the extent that said interim measure suit the specificities of an international arbitration.

The position on *ex parte* requests is not clear. However, as section 2 of the Law on Civil, Commercial, Labour, and Administrative Procedure allows for *ex parte* requests, the courts might take the view that they are empowered to consider *ex parte* requests in the context of arbitration proceedings

4.5 Other than arbitrators' duty to be independent and impartial, does the law regulate the conduct of the arbitration?

In limited areas, such as Article 39, which allows a tribunal to seek court assistance in taking evidence.

4.5.1 Does it provide for the confidentiality of arbitration proceedings?

Yes, Art 58 of the ACA provides for confidentiality of arbitration proceedings.

4.5.2 Does it regulate the length of arbitration proceedings?

There is no provision under the ACA regulating the duration of arbitration proceedings. However, Arts 35 and 36 of the ACA imply that the tribunal has the authority to control the duration of procedures in terms of written submissions and hearings. Art 31 of the ACA (Determination of procedural rules) also empowers the tribunal to rule on procedural concerns.

4.5.3 Does it regulate the place where hearings and/or meetings may be held, and can hearings and/or meetings be held remotely, even if a party objects?

Art 32 of the ACA provides that the arbitral tribunal may, in consultation with the parties, meet at any place it considers appropriate for consultation among its members or hearings. Although there is no express regulation of remote hearings, it can be inferred from the tribunal's authority in Art 36 which applies to both hearings and written representations.

4.5.4 Does it allow for arbitrators to issue interim measures? In the affirmative, under what conditions?

Yes. Art 19 provides that the arbitral tribunal may issue interim measures at the request of one of the parties, ordering any of the following measures:

- Maintaining or restoring the status quo pending determination of the dispute;
- Taking action to prevent or halting any action that is likely to cause any immediate or imminent loss or which may prejudice to the arbitral process itself;
- Providing means of preserving assets out of which a subsequent judgment may be satisfied after the hearing;
- Preserving relevant and material evidence, which may be useful in examining the case.

Under Art 20, to obtain an order for interim measures, the requesting party must show:

- (i) a loss not adequately reparable by an award is likely to occur absent an interim order, and that the loss substantially outweighs any harm to the other party; and
- (ii) there is a reasonable chance that the requesting party will succeed on the merits of its claim.

Where the purpose of the requested measure is to preserve relevant and material evidence which may be useful to the case, these requirements apply only to the extent they are deemed appropriate by the arbitral tribunal.

4.5.5 Does it regulate the arbitrators' right to admit/exclude evidence? For example, are there any restrictions to the presentation of testimony by a party employee?

There is no express restriction on testimony of party employee. Art 31 of the ACA empowers the tribunal to determine the admissibility, relevance, materiality and weight of any evidence without restrictions.

4.5.6 Does it make it mandatory to hold a hearing?

No. Art 36 of the ACA allows the parties to agree not to hold any hearings. The tribunal may also decide not to hold hearings, unless otherwise directed by the parties.

4.5.7 Does it prescribe principles governing the awarding of interest?

No. The ACA does not provide for any rules regarding the awarding of interest.

4.5.8 Does it prescribe principles governing the allocation of arbitration costs?

Art 65 of the ACA stipulates that costs incurred in connection with the arbitration shall be shared equally between the parties unless the award specifies otherwise. These costs include (i) the fees and expenses of the arbitrators and witnesses requested by the arbitral tribunal; (ii) any expert advice requested by the arbitral tribunal; and (iii) any other expenses incurred in connection with the arbitration or conciliation proceedings and the arbitral award. As stated above, there is no express language concerning legal costs. But in our experience the lack of an express provision is not a bar to seeking legal costs.

4.6 Liability

4.6.1 Do arbitrators benefit from immunity to civil liability?

For KIAC arbitrations, Art 47 of KIAC Rules provides that the Centre including its officers, or the arbitrators shall not be liable to any person for negligence, act or omission in connection with arbitration governed by these Rules. We are not aware of a similar rule applicable to non-KIAC arbitrations.

4.6.2 Are there any concerns arising from potential criminal liability for any of the participants in an arbitration proceeding?

There is no express rule on criminal liability in arbitration proceedings. However, in theory, participants in an arbitration proceeding could be held criminally liable if they commit an offence provided for and punishable by criminal laws in force.

5. The award

5.1 Can parties waive the requirement for an award to provide reasons?

Yes. The parties can waive the requirement under Art 43 of the ACA.

5.2 Can parties waive the right to seek the annulment of the award? If yes, under what conditions?

Art 43 of the ACA provides that shall be made in writing and shall be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the arbitral tribunal shall suffice and the reason for any omitted signature stated. The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms under Art 42 ACA.

Additionally, it shall state the date and the place of arbitration as determined in accordance with Paragraph 1 of Art 32 of this Law. The award shall be deemed to have been made at that place. After the award is made, a copy signed by the arbitrators in accordance with Paragraph 1 of this Art s hall be delivered to each party.

5.3 What atypical mandatory requirements apply to the rendering of a valid award at a seat in the jurisdiction?

Yes, under Section 8, Arts 46 & 47 of the ACA. The grounds for appeal include: 1) incapacity of a party to the arbitration proceedings, 2) the agreement is invalid under the provisions of the governing law, 3) the appellant was not notified of the arbitral proceedings or not given an opportunity to present their case, 4) the award deals with issues outside the scope of the submission to arbitration, 4) the composition of the tribunal was not as per the law or agreement of the parties, 5) the subject-matter of the dispute is not capable of settlement by arbitration under the Rwandan Law and 6) the award is in conflict with the public security of the Republic of Rwanda.

5.4 Is it possible to appeal an award (as opposed to seeking its annulment)? If yes, what are the grounds for appeal?

There is no provision for the appeal of an international commercial arbitration award.

For domestic commercial arbitrations, parties can (by agreement) permit an appeal of a question of law arising out of an award to the Supreme Court of the seat or place of the arbitration (subject to the leave of the court).¹ The parties must agree to the appeal within 3 months after the date of the award.² The Supreme Court may only grant leave if the question of law: (1) will substantially affect the rights of one or more of the parties, (2) the arbitral tribunal was asked to determine the question, (3) the tribunal was obviously wrong or the question is of general public importance and the tribunal's decision is at least open to serious doubt, and (4) it is just and proper to determine for the court to determine the question.³

5.5 What procedures exist for the recognition and enforcement of awards, what time-limits apply and is there a distinction to be made between local and foreign awards?

Both laws are silent on the time limit for enforcing either of the awards.

The 30 days are given to a party who wishes to apply for review or correction of the award upon receipt. And parties may request the tribunal to also provide the said corrections within 30 days of receipt of the request. There is however a time limit for appeal which is that a party shall not apply for the dissolution of an award after 30 days.

5.6 Does the introduction of annulment or appeal proceedings automatically suspend the exercise of the right to enforce an award?

The court has discretion in this regard.

The effects of annulment or appeal proceedings on the enforcement of the award are not explicitly provided be it in the ACA. However, given that under other circumstances the execution of a judgment is suspended except if the court orders for its provisional execution (Art 159 of the Law on Civil, Labour and Administrative law), the same can be inferred for arbitral awards with regards to their enforcement during appeal.

¹ NSW Act s 34A.

² NSW Act s 34A(1)(a), (6).

³ NSW Act s 34A(3).

5.7 When a foreign award has been annulled at its seat, does such annulment preclude the award from being enforced in the jurisdiction?

Yes, Art 51(e) provides that a court may refuse to enforce an award if it has been set aside or suspended by a court of the country in which, or under the Law of which, that award was made.

5.8 Are foreign awards readily enforceable in practice?

Yes, as Rwanda is a signatory to the NY Convention.

It is noted that Arts 50 and 51 of the ACA, which govern the recognition and enforcement of arbitral awards, also cover awards rendered in a foreign jurisdiction. Save minor changes to the wording, these provisions are almost identical to those of Art V of the NY Convention.

6. Funding arrangements

6.1 Are there restrictions to the use of contingency or alternative fee arrangements or third-party funding at the jurisdiction? If so, what is the practical and/or legal impact of such restrictions?

There is no regulation on third party funding in Rwanda.

7. Arbitration and technology

7.1 Is the validity of blockchain-based evidence recognised?

According to Art 31 of the KIAC Rules, any evidence that the tribunal determines relevant may be recognised whether or not it is strictly admissible in law. We can reasonably infer that blockchain-based evidence might be recognised as valid if the tribunal deems it relevant.

7.2 Where an arbitration agreement and/or award is recorded on a blockchain, is it recognised as valid?

Based on Art 50 of the ACA which stipulates that "The party relying on an award taken or applying for its enforcement shall supply the duly authenticated original award or its duly certified copy..." it is likely that the validity of an arbitration award is recorded on a blockchain may not be recognized at this stage.

Rwanda has not yet recognized any agreements recorded on blockchain considering that it is a new concept, we have not come across any such agreements.

7.3 Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?

Notwithstanding the tenet of honoring contracts, blockchain arbitration agreement is a relatively new concept in Rwandan jurisprudence and thus it is not yet possible to predict a court's stance on this issue.

7.4 Would a court consider an award that has been electronically signed (by inserting the image of a signature) or more securely digitally signed (by using encrypted electronic keys authenticated by a third-party certificate) as an original for the purposes of recognition and enforcement?

Art 146 of the ICT law (Law No. 24/2016 of 18/06/2016 Governing Information and Communication Technologies provides that where it is required to have a signature of a person on an electronic record, an electronic signature has admissibility and evidential value in any legal proceedings if:

- (i) the method used indicates the originator of the record and that the originator approves the information contained in the record;

- (ii) that method is reliable for the purpose for which the electronic record was generated or communicated, in the light of agreement.

Art 150 of the ICT law further adds that all electronic signatures are recognized irrespective of the technologies used as long as they meet the legal requirements, unless an agreement provides otherwise.

Unless the arbitration agreement provides otherwise, the court would likely accept an award that has been electronically signed for the purposes of recognition and enforcement.

8. Is there likely to be any significant reform of the arbitration law in the near future?

Given the Government's efforts in developing private sectors in different and various activities mainly in business, several legal instruments have been reformed so as to accommodate for new trends and there is no doubt that the arbitration law shall be equally reformed soon so as to cater for the said trends.

9. Compatibility of the Delos Rules with local arbitration law

Broadly speaking, yes, though the arbitration regime is still evolving and thus there are gaps between the Delos Rules and the arbitration regime in Rwanda.

10. Further Reading

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ARBITRATION INFRASTRUCTURE AT THE JURISDICTION

Leading national, regional and international arbitral institutions based out of the jurisdiction, <i>i.e.</i> with offices and a case team?	The national office is the Kigali International Arbitration Centre.
Main arbitration hearing facilities for in-person hearings?	KIAC provides facilities including video conferencing, projection equipment, retiring rooms for parties, witness and the tribunal.
Main reprographics facilities in reasonable proximity to the above main arbitration providers with offices in the jurisdiction?	At the centre (KIAC) there is a printer, scanner within the facility.
Leading local providers of court reporting services, and regional or international providers with offices in the jurisdiction?	KIAC receives a report from the High Court on cases that were filled seeking for the awards to be set aside or for interim measures, this is however a confidential process.
Leading local interpreters for simultaneous interpretation between English and the local language, if it is not English?	KIAC does not have interpreters, the Institution appoints arbitrators taking into consideration of the parties' choice regarding language or considering the language of the contract between the two parties. If one of the parties wishes to have an interpreter, they are free to choose an interpreter of their choice.
Other leading arbitral bodies with offices in the jurisdiction?	None.