THE DUBAI TECHNOLOGY AND MEDIA FREE ZONE BROADCASTING AND PUBLICATION STANDARDS TRIBUNAL REGULATIONS 2003

SECTION 1:

APPLICATION AND INTERPRETATION

1. Short title and commencement

1.1 These Regulations are to be referred to as the Dubai Technology and Media Free Zone Broadcasting and Publication Standards Tribunal Regulations 2003, as the same may be amended from time to time.

2. Interpretation

2.1 In these Regulations:

2.1.1 "authority" means the Dubai Technology and Media Free Zone Authority established by Law No. 1 and the relevant subdivision(s) thereof;

2.1.2 "claim" includes counterclaim;

2.1.3 "concurrent hearing" means any two or more determination hearings being heard together;

2.1.4 "consolidation" means any two or more disputes being heard and considered in a single proceeding;

2.1.5 "determination", means a reasoned opinion issued by the tribunal;

2.1.6 "director general" means the director general of the zone

2.1.7 "independent neutral evaluation" means a process in which one or more independent neutral evaluators (the "tribunal"), which may have legal or other expertise, hears the core of evidence from the parties or their legal representatives. Having heard the evidence the tribunal will evaluate the claims made by each side and issue a reasoned opinion (the determination);

2.1.8 "institute" means the arbitration and dispute resolution system, body or organization selected to administer these Regulations by the chairman of the authority by an order issued under Article 5 of Law No. 1;

2.1.9 "Law No.1" means the Emirate of Dubai Law No 1 of 2000 issued on 29 January 2000 and relating to the setting up of the zone and the authority;

2.1.10 "licensee" means a person licensed under the Licensing Regulations whether incorporated, established or formed in the zone or otherwise;

2.1.11 "Licensing Regulations" means the licensing regulations promulgated by the chairman of the authority under Order No.3 of 2003 of the zone;

2.1.12 "payment of security costs" means payment by an applicant party under Regulation 10.1 being such amount as the institute shall, in its reasonable discretion, determine;

2.1.13 "party" means one of the parties to an independent neutral evaluation;

2.1.14 "public holiday" means days in any calendar year with the United Kingdom, that are religious or bank or other public holidays;

2.1.15 "registration fee" means the fee charged by the institute to accept an applicant by a party for an independent neutral evaluation and shall be such amount as the institute shall advise from time to time as provide in Regulation 10.2;

2.1.16 "standards" means the codes of guidance on content issued by the authority for reference by licensees that undertake broadcasting, publishing or similar activities that involve dissemination of content to the public or third parties issued under Order No. 5 of 2003 of the zone;

2.1.17 "transmission" means the act or instance of communication of content through a recordable medium and includes radio, television and satellite television transmissions and published or publishable written or visual content, whether in electronic or paper-based format, and includes content held on or transmitted over the internet or by email;

2.1.18 "tribunal" means a tribunal convened to undertake an independent neutral evaluation under these Regulations;

2.1.19 "U.A.E." means the Federal State of the United Arab Emirates;

2.1.20 "working days" means days on which the institute is open for business in the normal course of events;

2.1.21 "zone" means the Dubai Technology, Electronic Commerce and Media Free Zone established in the Emirate of Dubai pursuant to Law No.1.

2.2 Any reference in these Regulations to a "person" includes a reference to a body corporate, any association or partnership and to that person's legal personal representatives, successors and lawful assigns.

2.3 Reference herein to individual Regulations are to be read as references to the particular Regulation referred to.

2.4 The Regulation headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation of these Regulations.

2.5 References in these Regulations to time periods are to be construed in accordance with the Gregorian calendar.

2.6 References herein to an applicant being incorporated in the zone are references to an applicant being incorporated as a company in the zone;

2.7 References in these Regulations to any requirement for any document to be written, in writing, to be presented in writing or for the giving of any notice are to be construed as satisfied by an electronic record and any references in these Regulations to any requirement for a signature on any document or notice are to be construed as satisfied by an electronic signature which may be proved in any manner.

3. Application

3.1 These Regulations are intended to govern an independent neutral evaluation of a transmission to be carried out by a tribunal.

3.2 The tribunal may be convened either on request from the zone or from a licensee for a determination as to whether a proposed transmission, or a transmission by a licensee will breach, or has breached the standards. These Regulations shall bind the zone and licensees and the zone and licensees shall act in accordance with a determination, including any determination on costs.

3.3 Requests for determination may be made by either party with regard to future or past transmissions, in accordance with the provisions set out below.

4. Request for determination on a future transmission

4.1 Where the dispute relates to a future or intended transmission, the party making the request for determination (a "Regulation 4 application") must make it no less than fourteen (14) working days prior to the scheduled date of first transmission. Under such circumstances the request for determination can only be made in the following circumstances:

4.1.1 concerning a question or a point of law, and/or;

4.1.2 concerning findings of fact disclosing or concluding that the future or intended transmission would be obviously wrong, and/or;

4.1.3 on the grounds that the transmission may bring about a breach of the standards.

4.2 The party making the Regulation 4 application must deliver to the institute, at the time of making the application, two copies, and to the other party one copy, of the Regulation 4 application with all relevant supporting documents, giving full and precise details of the matters in dispute.

4.3 On receipt of the Regulation 4 application, complete with supporting documentation, the appointing person or persons designated by the institute will appoint one or more persons as the tribunal to determine the application within one (1) working day of the receipt of the application.

4.4 In making a determination, the tribunal shall advise whether the licensee should proceed with the transmission.

5. Request for determination on a past transmission

5.1 Where the dispute relates to a past transmission, the party making the request for determination (a "Regulation 5 application") must make it no more than thirty (30) days after the transmission. Under such circumstances the request can only be made on the following grounds:

5.1.1 concerning a question or a point of law, and/or;

5.1.2 concerning findings of fact disclosing or concluding that the licensees decision to proceed with the transmission was obviously wrong, and/or;

5.1.3 on the grounds that there has been a breach of the standards.

5.2 The party making the Regulation 5 application must deliver to the institute, at the time of making the application, two copies, and to the other party one copy, of the Regulation 5 application, with all relevant supporting documents, giving full and precise details of:

5.2.1 the question or point(s) of law, and/or

5.2.2 the grounds or findings in fact, upon which a party's decision is alleged to have been obviously wrong, having regard to the findings of fact, and/or

5.2.3 the grounds upon which it is alleged that there has been a breach of the Standards.

5.3 On receipt of the Regulation 5 application, complete with supporting documentation, the person or persons designated by the institute will appoint one or more persons as the tribunal to determine the application within three (3) working days of receipt of the application.

5.4 In making a determination, the tribunal shall advise whether:

5.4.1 the decision made by the party was correct; or

5.4.2 the decision was not correct, and/or

5.4.3 whether in his or her opinion sanctions should be applied under the terms of the Licensing Regulations, and if so, to what extent.

6. Determination procedure

6.1 The tribunal shall decide all procedural and evidential matters, unless the parties have elected to follow a desired procedure as set out at Regulation 6.3 below.

6.2 The tribunal shall determine a Regulation 4 application by way of oral hearing or otherwise as it shall determine and shall direct the procedure for such a hearing. The tribunal and the parties shall take into account the IT protocol contained in the first schedule hereto and shall pay particular attention to progressing the determination using teleconferencing facilities.

6.3 In making a Regulation 5 application, the parties in consultation with the tribunal may elect the determination procedure they deem most appropriate. In the event the parties elect to adopt a documents-only or some other simplified or expedited procedure, statements and other documents shall be exchanged as set out in Regulation 8 below. In deciding procedural matters the tribunal and the parties are encouraged to take in to account the IT Protocol contained in the first schedule hereto. In addition, efforts to progress the dispute cost-effectively by the use of teleconferencing or other appropriate technology for the dispute hearing will be made by the tribunal and the parties.

7. Powers of the tribunal

7.1 Unless otherwise agreed by the parties, and bearing in mind the strict time limitations imposed by these Regulations, the tribunal may appoint experts or legal advisers to advise it and to report to it and the parties; or appoint assessors to assist it on technical matters, and may allow any such expert, legal adviser or assessor to attend the proceedings.

7.2 The parties shall be given a reasonable opportunity to comment on any information, opinion or advice offered by any such appointed expert, advisor or assessor.

7.3 The fees and expenses of an expert, legal adviser or assessor appointed by the tribunal shall be included as part of the expenses of the determination process for the purposes of these Regulations. Accordingly, the tribunal may include any or all such expenses in the allocation of costs, as set out in Regulation 10.3.

7.4 The tribunal may limit the number of expert witnesses to be called by any party or may direct that no expert be called on any issue or issues or that expert evidence may be called only with its prior permission.

7.5 Where the same tribunal is appointed under these Regulations in two or more disputes which appear to raise common issues of fact, and at least one of the parties is common to all the disputes, the tribunal may direct that such two or more disputes, or any specific claims or issues arising therein, be consolidated or heard concurrently.

7.6 Where a tribunal has ordered consolidation of proceedings or concurrent hearings it may give such further directions as are necessary or appropriate for the purposes of such consolidated proceedings or concurrent hearings and may exercise any powers given to it by these Regulations, either separately or jointly in relation thereto.

7.7 Where proceedings are consolidated the tribunal will, unless the parties otherwise agree, make a consolidated determination in those proceedings.

7.8 Where the tribunal orders concurrent hearings it will, unless the parties otherwise agree, deliver separate determinations in respect of each matter or proceeding.

8. Documents-only procedure

8.1 Where the parties have either been directed by the tribunal, or elected to adopt a documents-only procedure, statements shall be exchanged as set out below.

8.2 Statements should contain all allegations of fact or matters of opinion which it is intended to establish by evidence and set out all items of relief or other remedies sought together with the total value of all quantifiable sums claimed, and must be signed by or on behalf of the party submitting the statement. Where a party denies any allegation it must state the reasons for doing so and provide its own version, together with any evidence it wishes to rely upon.

8.3 Any statement should include:

8.3.1 the specific statutory enactments or case law upon which a party intends to rely;

8.3.2 the names and statements of any witnesses of fact;

8.3.3 copies of any other documents that are considered to be necessary to the party's claim(s) including any experts' reports.

8.4 Where a claim is based on a written agreement, a copy of the contract or any documents constituting the agreement shall be attached to or served with the statement of claim.

8.5 Unless the tribunal otherwise directs or the parties may agree, the parties will exchange statements as follows:

8.5.1 within five (5) days of receipt by the claimant of the tribunal’s acceptance of the appointment the claimant shall send to the tribunal and the respondent its statement of claim;

8.5.2 the respondent shall within five (5) days from receipt of the statement of claim send to the tribunal and to the claimant a statement of defense. If no statement of defense is served within that time limit or

such extended time limit as the tribunal may allow then the respondent will be debarred from serving a statement of defense or having one considered;

8.5.3 if the respondent wishes to submit any counterclaim then a statement of counterclaim shall be served with the statement of defense;

8.5.4 the claimant shall within five (5) days from receipt of the statement(s) of defense and counterclaim (if any) send to the tribunal and to the respondent a reply (and statement of defense to counterclaim if any). If neither reply, nor a statement of defense to counterclaim is served within that time limit or such extended time limit as the tribunal may allow then the claimant will be debarred from serving a reply or statement of defense to counterclaim as the case may be;

8.5.5 the respondent shall within five (5) days from receipt of the claimant's reply to the defense (and statement of the defense to counterclaim if any) send to the tribunal and to the claimant a reply to the claimant's reply to the defense (and statement of the defense to counterclaim, if any). if no reply is served within that time limit or such extended time limit as the tribunal may allow, then the respondent will be debarred from serving a reply;

8.5.6 any further statements may only be served with the leave of the tribunal;

8.5.7 where parties have been debarred from serving statements of defense or statements of defense to counterclaim, and/or replies thereto, under Regulations 8.5.2, 8.5.4 or 8.5.5 above, the other party or parties shall still be required to prove any allegations made in the statements of claim or counterclaim as the case may be and shall be liable to cross-examination thereon.

8.6 At any time the tribunal may give detailed directions with any appropriate timetable for all further procedural steps in the dispute, including (but not limited to) the following:

8.6.1 any amendment to, expansion of, summary of, or reproduction in some other format of any statement or any extension to or alteration of time limits for any statements;

8.6.2 disclosure and production of documents between the parties;

8.6.3 the exchange of statements of witnesses of fact and/or of evidence;

8.6.4 the number and types of expert and exchange of their reports;

8.6.5 meetings between experts;

8.6.6 arrangements for any hearing;

8.6.7 the procedures to be adopted at any hearing;

8.6.8 any time limits to be imposed on the length of oral submissions or the examination or cross-examination of witnesses.

8.7 The tribunal may at any time order any of the following to be delivered to it in writing:

8.7.1 submissions to be advanced by or on behalf of any party;

8.7.2 questions intended to be put to any witness;

8.7.3 answers by any witness to written questions.

9. Determinations

9.1 Where a tribunal is considering a Regulation 4 application, a determination must be rendered on the day of the hearing.

9.2 Where a tribunal is considering a Regulation 5 application, a determination must be rendered within seven (7) days from the date of the hearing if one was held or within seven (7) days of close of pleadings.

9.3 The parties may agree in writing to extend the period fixed, as set out in Regulations 9.1 or 9.2 as appropriate, or may authorize the tribunal to extend the periods fixed for a further specified period.

9.4 Unless the parties otherwise agree or the decision is by consent, any determination shall be in writing, dated, and signed by the tribunal, and shall contain sufficient reasons to show why the tribunal has reached the decisions contained in it.

9.5 Subject to any time limit that the tribunal may impose when considering a Regulation 3 application, the tribunal may, in its absolute discretion, submit a draft determination or proposal to the parties for their consideration; and the tribunal may, in its absolute discretion, permit the parties to submit any further written submissions or proposals on the basis of the draft determination or proposal.

9.6 The determination shall be written in English. Should one of the parties require an Arabic translation thereof, the parties shall be jointly responsible for obtaining such a translation.

9.7 Upon receipt of payment, the tribunal shall hand, or cause to be delivered, a copy of the decision to each party.

10. Costs of determination

10.1 The party making the application shall pay to the institute a registration fee and a payment of security costs.

10.2 The institute's fees shall be advised by the institute from time to time and published on the authority's website.

10.3 The tribunal may make a determination allocating the costs of the application as between the parties, and shall recommend costs on the general principle that costs should follow the event. The recoverable costs of the request shall normally be determined on the basis that only the reasonable fees and expenses reasonably incurred will be capable of allocation, as to which the tribunal shall be the final arbiter in the event of a dispute.

11. Indemnity

11.1 The institute is not liable for anything done or omitted in the discharge of its functions under these Regulations unless the act or omission is shown to have been in bad faith; the parties shall fully indemnify the institute against any loss or legal proceedings which may be commenced against the institute arising out of or in connection with an independent neutral evaluation.

11.2 Neither the institute, nor an employee or agent of the institute, shall be liable, by reason of having appointed or nominated the tribunal, for anything done or omitted by the tribunal (or its employees or agents) in the discharge or purported discharge of its functions as tribunal; the parties shall fully indemnify the institute against any loss or legal proceedings which may be commenced against it arising out of or in connection with an independent neutral evaluation.

11.3 The tribunal is not liable for anything done or omitted by it in the discharge or purported discharge of its functions in good faith as tribunal. The parties shall fully indemnify the tribunal against any loss or legal proceedings which may be commenced against it arising out of or in connection with an independent neutral evaluation.

12. General

12.1 Any party may be represented by any person or persons of their choice at a hearing or otherwise before the tribunal subject to such proof of authority as the tribunal may require.

12.2 The tribunal shall establish and record the addresses, telephone and fax numbers and e-mail addresses of each party and their respective representatives.

12.3 Periods of time shall be reckoned as follows:

12.3.1 where the act is required to be done within a specified period after or from a specified date, the period begins immediately after that date.;

12.3.2 where a period is a period of seven days or less which would include a Saturday, a Sunday or a public holiday in the United Kingdom, that day shall be excluded.;

12.4 The parties shall inform the tribunal promptly of any agreed settlement or compromise. Unless the parties have also settled the matter of payment of the costs of the independent neutral evaluation, the provisions of these Regulations relating to costs continue to apply. However, nothing herein will remove the obligation of the parties to settle the institute's fees and expenses.

12.5 The parties shall inform the tribunal promptly of any proposed application to a court of competent jurisdiction and shall provide it with copies of all documentation intended to be used in any such application.

12.6 In the event of any party challenging the institute's authority or duty to appoint a tribunal under these Regulations, or challenging any other administrative action taken, or to be taken, by the institute further to these Regulations, the institute shall be entitled to obtain reasonable legal advice from an appropriately qualified counsel. All reasonable costs incurred by the institute in this regard will be met jointly by the parties.

SCHEDULE 1: - INFORMATION TECHNOLOGY PROTOCOL

PROTOCOL FOR THE USE OF INFORMATION TECHNOLOGY IN THE ADMINISTRATION OF DISPUTE PROCEEDINGS

1 Purpose of the Protocol

1.1 To identify methods by which Information Technology (IT) can be used in the exchange of documents and other information between the tribunal and the parties and between the parties themselves;

1.2 To encourage the consideration of the use of IT at an early stage of a dispute;

1.3 To provide recommendations and guidance as to the use of the identified methods;

1.4 The documents and information to which this part of the Protocol applies include the following:

1.4.1 communications between the tribunal and the parties;

1.4.2 statements of case;

1.4.3 detailed particularization of the parties cases;

1.4.4 lists of documents;

1.4.5 witness statements;

1.4.6 experts reports;

2 General Procedures

2.1 The tribunal is to raise the question of the use of IT for the management of the documentation produced in the course of the adjudication proceedings with the parties at the earliest opportunity and in any event no later than preliminary meeting, if one is convened. The matters that are to be considered at this time are:

2.1.1 whether teleconferencing can be used in order to save time and expense;

2.1.2 whether all documents that are to pass between the tribunal and the parties and the parties themselves should be sent in electronic as well as hard copy form;

2.1.3 whether communications are to be sent by e-mail;

2.1.4 if communications are to be sent by e-mail, means of resolving the possible confusion that may arise in complying with time limits where the tribunal and/or the parties are in different time zones;

2.1.5 the use of software packages (word processing, spreadsheet, etc) that are capable of being read by all;

2.1.6 where the tribunal and the parties do not all have access to the same software packages, how any document that is to be transmitted, served or exchanged can be saved/transmitted in a format that will be readable by all concerned;

2.1.7 whether databases of discoverable documents are to be prepared;

2.1.8 the use of virus checking software prior to dispatch of any electronic document;

2.1.9 the procedures to be adopted and the law governing it; and

2.1.10 where the seat of the Determination is to be.

3 Standard protocol for information exchange where the use of this protocol is agreed between the parties and the tribunal

3.1 Any document produced in the dispute should be produced in electronic as well as hard copy form.

3.2 Any electronic exchange of information shall be immediately followed by the provision of a hard copy of the documents, by post.

3.3 Unless specifically agreed between the parties and the tribunal:

3.3.1 all electronic communication shall be by IBM compatible personal computer equipment;

3.3.2 where a document is a word-processed document it shall be produced in Microsoft Word format;

3.3.3 where a document is a spreadsheet it shall be produced in Microsoft Excel format;

3.3.4 where a database is prepared it shall be produced in Microsoft Access format;

3.4 Documents in electronic form should be sent by e-mail if possible. Documents sent by e-mail should be attached as files not included within the body of the e-mail.

3.5 The time of service of the documents sent electronically shall be deemed to be the time when the tribunal receives it. Where parties and/or the tribunal are in different time zones it is the local time of receipt by the tribunal that shall prevail in case of dispute. In the event of a dispute between the parties regarding the receipt or otherwise of electronically transmitted documents, the tribunal's decision shall be final.

3.6 The tribunal and the parties shall acknowledge the receipt of e-mail messages by return e-mail to all the parties.

3.7 Where documents are not sent by e-mail, a single document of less than 1.4 megabytes should be sent on a 3-inch high-density floppy disk without using any file compression technology. Where a document is of more than 1.4 megabytes, provided that it is first ascertained that the recipient(s) is able to read the file, it should be sent in compressed form, by CD-ROM or such other means as may be agreed between sender and recipient.

3.8 All documents must be virus checked by the originator before dispatch and by the recipient on receipt and the originator must confirm to the recipient that this has been done, stating the anti-virus software and version used.

3.9 All diskettes, CD-ROM's etc shall be clearly labeled with the name of the originator, the recipient for whom it is intended, the contents, and the format in which it is recorded and, if compressed, the name and version of the compression utility used.

3.10 Where documents are supplied as images the file shall be clearly identified with the format used and shall always be subject to detailed agreement of procedures between the parties prior to transmission.

3.11 All parties must satisfy themselves with regard to copyright and data protection legislation where material is held in electronic form.

3.12 When an originator finds it necessary to carry out any form of translation exercise or to purchase software for the purposes of complying with this protocol this shall not form a part of the costs of the dispute.

3.13 If the translation is necessary because of the recipient's failure to comply with this protocol the translation shall be at the cost of the recipient.

3.14 Where the originator has to provide technical support or co-operation in order to assist the recipient to access the information provided by electronic means, provided that this protocol is complied with by the originator, the costs resulting there from shall not form a part of the costs of the dispute.

3.15 If a party prepares a database of discoverable documents, the reasonable cost of preparation of the database shall be costs of the dispute.

3.16 Where an electronic database includes privileged documents, it shall be the duty of the recipient to treat them in the same manner as if they were hard copy.

3.17 Parties shall ensure that documents produced by counsel for submission to the Tribunal and/or the other party shall comply with this protocol.

3.18 Revisions to statements of case or other such documents shall be clearly marked by the originator in order that the revision is clearly identifiable by the recipient and the originator shall indicate any convention used for amendment.

3.19 Where the use of the protocol is agreed by the parties and the tribunal, any subsequent failure by the parties or either of them to use electronic communication shall be taken into account by the tribunal when determining costs.