حكومة دبي
GOVERNMENT OF DUBAI

سلطة دبي للمجمعات الإبداعية
DUBAI CREATIVE CLUSTERS AUTHORITY

DUBAI CREATIVE CLUSTERS

# BROADCASTING AND PUBLICATION STANDARDS TRIBUNAL REGULATIONS 2016

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**THE DUBAI CREATIVE CLUSTERS AUTHORITY**
**BROADCASTING AND PUBLICATION STANDARDS TRIBUNAL REGULATIONS 2016**

**1. SHORT TITLE**
These Regulations are to be referred to as the "Dubai Creative Clusters Broadcasting and Publication Standards Tribunal Regulations 2016", as the same may be amended from time to time.

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

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

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

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

2.5 References herein to an applicant party shall be construed as a reference to the Authority or a Licensee (as the case may be).

2.6 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.

2.7 A reference to the masculine gender includes the feminine and vice versa.

2.8 Where relevant the singular shall include the plural and vice versa.

2.9 In the event of any discrepancy between the English version of these Regulations and any other version of it in another language, this English version shall prevail.

3. **DEFINITION**
3.1 Terms used, but not defined in these Regulations shall have the meanings ascribed in the Code, the Procedures and the Sanctions Policy.

3.2 The following defined terms have the meaning given below unless the context implies otherwise:

"Authority" means the Dubai Creative Clusters Authority and the relevant subdivision(s) thereof;

"claim" means any claim submitted by any of the parties;

"Code" means the Code of Guidance (as amended) 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;

“Dubai Creative Clusters” means the Dubai Creative Clusters zone established in the Emirate of Dubai pursuant to Law No. 15 of 2014 (as may be amended from time to time);

“Determination” means a reasoned opinion issued by the Tribunal following an Independent Neutral Evaluation;

“Director General” means the director general of the Authority;

“independent neutral evaluation” means a process in which one or more independent neutral evaluators (the "Tribunal"), which may have legal or other expertise required to evaluate the request submitted by the parties, and 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 the Determination;

“Law No.15 of 2014” means Emirate of Dubai Law No. 15 of 2014 issued on 27 October 2014 in relation to the Creative Clusters in the Emirate of Dubai (as amended from time to time);

“Licensee” includes any person licensed for media dissemination activities as listed under the Licensing Decision and its amendments or any subsequent decision, and shall include without limitation all print media (books, newspapers, magazines, pamphlets etc.), radio, internet, all transmission networks or platforms including free-to-air, pay TV, satellite, cable, analogue and digital and interactive services;

“Licensing Decision” means the Dubai Technology and Media Free Zone Licensing Decision No 1 of 2014 relating to Licensing Categories, as may be amended from time to time;

“Licensing Regulations” means the Dubai Technology and Media Free Zone Licensing Regulations issued on 25 September 2003, and its amendments;

“payment of security costs” means payment of a sum by the party requesting for Determination as determined in the Procedures, as amended from time to time;

“party” means one of the parties to an independent neutral evaluation, the Authority or the Licensee (as the contexts indicates);

“Preliminary Decision” means the decision issued by the Authority pursuant to the provisions of the Procedures and the Sanctions Policy for breach of the Code;

“Procedures” shall mean the Dubai Creative Clusters Authority Procedures for Handling Content Complaints 2016, as amended from time to time;

“Sanction” means any decision to require a Licensee to desist from further dissemination, enforce an amendment, correction or apology, impose a financial penalty, or suspend or revoke a licence as set out in the Licensing Regulations, Sanctions Policy and the Procedures;

“Sanctions Policy” shall mean the Dubai Creative Clusters Authority Content Compliance and Sanctions Policy 2016, as amended from time to time;

“transmission” means the act or instance of communication of content through a recordable medium and includes without limitation 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; it also extends to Advertising and Sponsorship content.

"Tribunal" means the arbitration and dispute resolution system, institute, body, individuals or organization selected by the Authority, and convened to undertake an independent neutral evaluation under these Regulations;

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

"working days" means, a days on which the Tribunal or Authority (as the case may be) is open for business in the normal course of events.

4. **APPLICATION**

4.1 These Regulations should be read in conjunction with the Authority's Content Compliance and Sanctions Policy, the Procedures for Handling Content Complaints and the Code of Guidance, as revised from time to time.

4.2 These Regulations are intended to govern the process whereby a Determination is issued following an independent neutral evaluation by the Tribunal.

4.3 The Tribunal may be convened either on request for Determination from the Authority or from a Licensee (as the case may be) upon obtaining the Preliminary Decision issued by the Authority, in accordance with the provisions of these Regulations, Content Compliance and Sanctions and the Procedures. These Regulations shall bind the Authority and Licensees and each shall act in accordance with a Determination, including any Determination on costs.

**5. REQUEST FOR DETERMINATION BY THE AUTHORITY OR THE LICENSEE**

5.1 Without prejudice to the provisions of Regulations 4.3, the Tribunal may make Determinations on request by the Authority or the Licensee (as the case may be) on the following issues:

5.1.1 Where both the Licensee and the Authority agree that the Code has been breached and the Authority decides that the breach cannot be resolved and a sanction is imposed, the Tribunal shall issue a recommendation as to the nature and quantum of the sanction, if it is a financial penalty;

5.1.2 In cases where the Licensee and Authority do not reach consensus as to whether a breach has occurred;

5.1.3 in the case of an appeal by a Licensee of a sanction imposed by the Authority, whether to confirm, reduce, increase the sanction or replace it with another sanction;

5.1.4 on such other ground as determined by the Authority.

**6. DETERMINATION PROCEDURE**

6.1 The Licensee must make the request for a Determination from the Tribunal within ten (10) working days of the Authority's Preliminary Decision and submitting a payment on security costs as stipulated under the Procedures.

6.2 Within fifteen (15) working days of making the request for a Determination, the Authority or the Licensee (as the case may be) must submit to the Tribunal the application together with all relevant supporting documents including copies of the content for transmission or the transmission itself, and copies of transcripts and translations, if required.

In case of discrepancy between the original language of the content transmitted and its translation, the language of the original content shall prevail or as determined by the Tribunal based on the circumstances of the transmission.

6.3 The Tribunal shall decide all procedural and evidential matters, unless otherwise the parties and the Tribunal agreed to follow a desired procedure.

Without prejudice to the relevant provisions of the Procedures, the Tribunal may also give detailed directions with any appropriate timetable for all further procedural steps in the dispute.

6.4 The Tribunal and the parties shall endeavour to progress the resolution of the dispute cost-effectively by the use of teleconferencing or other appropriate technology or effective process and procedures.

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 and the Procedures, 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 9.

8. **DETERMINATIONS**

8.1 A Determination must be rendered within a reasonable period as determined by the Tribunal taking into consideration the nature of the request for Determination and the provision of the Procedures.

8.2 Subject to any time limit that the Tribunal may impose when considering a Determination, 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.

8.3 The Determination shall be written in English. Other than those stipulated in these Regulations, should one of the parties require an Arabic translation thereof, the party requiring translation shall be solely responsible for obtaining such a translation.

84 The Tribunal shall hand, or cause to be delivered, a copy of the Determination to each party.

9. **COSTS OF DETERMINATION**

9.1 The party making the request shall pay to the Tribunal a payment of security costs as determined under the Procedures upon filing of the request for Determination.

9.2 The Tribunal may make a Determination allocating the costs of the application and the expenses of the Determination process as between the parties. 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.

**10. GENERAL**

10.1 Any party may be represented by any person or persons of their choice before the Tribunal subject to such proof of authority as the Tribunal may require.

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

10.3 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 Tribunal's fees and expenses.

10.4 The Tribunal will apply the provisions of these Regulations, the Sanctions Policy, the Procedures and the Code as adopted by the Authority from time to time.

**11. RULES AND IMPLEMENTING REGULATIONS**

Without in any way limiting the powers and functions conferred elsewhere under these Regulations or under any other law, the Director General (for the purposes of this Regulation) has powers and functions to make (and amend) implementing decisions, regulations, rules, policies and procedures from time to time for carrying out the purposes of these Regulations.