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المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

# The Problem

Version (2)

December 10<sup>th</sup>, 2022



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#	Table of Content	Pg.
1	Cover Letter to RFA	3
2	Request for Arbitration - RFA	4
3	Claimant Exhibit 1 - Contract	16
4	Claimant Exhibit 2 - Emails	24
5	Claimant Exhibit 3 – Written Statement (Nayef Al-Aref)	26
6	Claimant Exhibit 4 – Technical Expert Report	28
7	Claimant Exhibit 5 - Emails	30
8	SCCA Notice of Commencement of Arbitration	31
9	Answer to RFA	33
10	Respondent Exhibit 1 - Emails	41
11	Respondent Exhibit 2 - Emails	43
12	Respondent Exhibit 3 - News	44
13	Claimant Exhibit 4 – Written Statement (Latifah Jamaan)	45
14	Appointment of Arbitrator (1)	46
15	Appointment of Arbitrator (2)	49
16	Appointment of Arbitrator (Chair)	52
17	Procedural Order No.1	58
18	Procedural Order No.2	64
19	IP Expert's Testimony	69

**Note:** For ease of reading, minor corrections have been underlined compared to Version (1.0)

**Saudi Center for Commercial Arbitration**

**8th Floor, 7982 King Fahd Branch Road - Almutamarat**

**Postal code: 12711-4183**

**Riyadh, Saudi Arabia**

**Telephone: +966 920003625**

25 August 2022

Dear Ms. Hind al-Abdulla,

On behalf of my client, Alternative Energy Global LLC, we are requesting arbitration under Article 4 of the Saudi Center for Commercial Arbitration's arbitration rules. Enclosed with this letter is a copy of the power of attorney from Alternative Energy Global LLC to represent the company in arbitration proceedings.

A copy of the request for arbitration has been sent to SCCA and to the Respondent, and the required registration fees have been paid.

Sincerely,

Claimant's representative

Office of Yahya al-Jamali

**cc:**

Tamdeedat Co. Ltd.

**Enclosures:**

Request for Arbitration with its annexes

Power of attorney (not attached)

Proof that RFA was sent to the Respondent – expedited delivery (not attached)

Copy of receipt for payment of registration fees (not attached)

## Request for Arbitration

**(Under Article 4 of the Saudi Center for Commercial  
Arbitration rules effective as of October 2018)**

**Alternative Energy Global LLC “Claimant”**

v.

**Tamdeedat Co. Ltd.**

**“Respondent”**

## I. Introduction

1. Alternative Energy Global LLC (“**Claimant**”) submits this request for arbitration (“**Arbitration Request**”) in accordance with Article (4 of the Saudi Center for Commercial Arbitration’s arbitration rules of October 2018 (“**Arbitration Rules**”) against Tamdeedat Co. Ltd. (“**Respondent**”).
2. The Arbitration Request relates to the Claimant’s claim for \$110,000,000 in compensation for its failure to comply with its obligations to provide high-efficiency solar panels for the Radiance project contracted under the engineering, procurement, and construction contract signed on 10 January 2019 (“**the Contract**”) (**Claimant Exhibit 1**).
3. The Arbitration Request is divided into seven sections as follows:

### I. Names of the Parties and Their Representatives

### II. Facts of the Dispute

### III. The Arbitration Agreement

### IV. Applicable Law

### V. Procedural Matters

### VI. Formation of the Arbitral Tribunal

### VII. Claimant’s Requests

## I. Names of the Parties and Their Representatives

### 1. Claimant:

#### 1.1 Alternative Energy Global LLC

Address:

223 18th Street, Science City, P.O Box 76606, Southern Kingdom

Telephone: 0032217727715

Email: [Central@aeg.com](mailto:Central@aeg.com)

#### 1.2 Claimant's representative

Nayef al-Aref, CEO pursuant to the company's articles of association with commercial license No. CR 37889 issued by the Southern Kingdom Chamber of Commerce.

Address: 223 18th Street, Science City, P.O. Box 76606, Southern Kingdom

Telephone: 0032217727715

Email: [Nayef@aeg.com](mailto:Nayef@aeg.com)

### 1.3 Claimant's legal representative

The lawyer Yahya al-Jammaly, pursuant to the power of attorney attached to the Arbitration Request<sup>1</sup>

Address: 555 Al-Mutanabbi Street, Al-Dana Tower 9th floor, P.O. Box 376, Al-Salam City, Southern Kingdom.

Telephone: 003224344211

Email: [y.jammaly@yahyagroup.com](mailto:y.jammaly@yahyagroup.com)

## 2. Respondent:

### 2.1 Tamdeedat Co. Ltd.

Address:

59 Tarafa ibn al-Abd Street, P.O Box 8221, Al-Tai Republic

Telephone: 0070833662

Email: [info@tamdeedat.org](mailto:info@tamdeedat.org)

<sup>1</sup> Copy not attached to this file.

## 2.2 Respondent's representative

Latifa Jamaan, General Director

### Postal address

59 Tarafa ibn al-Abd Street, P.O Box 8221, Al-Tai Republic

Telephone: 007083366222

Email: ceo@tamdeedat.org

## II. Facts of the Dispute

1. Alternative Energy Global LLC (“**Claimant**”) is an investor in the alternative energy sector. The company is registered in Southern Kingdom under Commercial Registration No. 37889. It was established in 2016 in accordance with the country's Plan 2030 to accelerate the provision of alternative and clean energy sources, and in the belief that such projects are important to sustainable development.
2. The Claimant conducted feasibility studies for the construction and design of a solar (photovoltaic) power plant. It is a major addition to the alternative energy sector in Southern Kingdom, as it seeks to generate 1GW of electricity.
3. The executive management of the company contacted a number of companies specializing in the design and construction of this type of plant. It held several

meetings to explain the project’s objectives and its importance to Southern Kingdom, and to discuss the detailed requirements for this plant.

4. Tamdeedat Co. Ltd., (“**Respondent**”) is a mid-sized company registered in the Republic of al-Tai under Registration No. 9900821. It was established in 2010 and specializes in the design and construction of power plants. It has carried out several projects in various countries.
5. After tendering and the examination of the technical and financial proposals, the project was awarded to Tamdeedat Co. Ltd.
6. On 26 December 2018, a pre-award meeting was held with Tamdeedat. They evinced their readiness to implement the project and mentioned their stipulation of approval for their subcontractor, Melata Co. Ltd., in order to purchase the solar panels from them.
7. The Claimant said it had no objection, conditional on Tamdeedat assuming full liability for the performance of the work and the inclusion of the following terms in the subcontract:
  - a. “Once this contract becomes effective by virtue of the parties’ signatures, the Subcontractor shall perform in full all the duties imposed on the primary contractor in the main contract. The Subcontractor shall have all the rights, privileges, options, and protections enjoyed by the primary

contractor under the main contract, except as provided in this agreement” (Claimant Exhibit 1).

8. On 10 January 2019, the project was decided.
9. The Respondent adhered to the design, procurement, and implementation schedule throughout the duration of the project.
10. On 10 January 2020, the Respondent asked the Claimant to inspect and test the project, which the Claimant did.
11. As part of project delivery, an intellectual property certificate for the project had to be issued to the project owner by the Respondent and the subcontractor. Despite repeated follow-up, this certificate has not been issued.
12. On 15 May 2021, the Claimant noticed a slowdown in the readings from the solar panels, which is unusual because it had been less than three years since the completion. The Claimant informed the Respondent of the damage and asked it to immediately explain what was happening.
13. The Respondent issued an official letter stating that the fault in the solar panels is due to a lack of maintenance of the project infrastructure by the relevant municipal authority in the area, and not because of the design of the project itself. It blamed the lack of efficiency in the panels on the change of government in Southern Kingdom, which resulted in a change in

municipal officials. This affected the maintenance of state facilities and infrastructure, including infrastructure related to electric utilities (**Respondent Exhibit 1**).

14. The Claimant appointed an expert to answer the Claimant's question, "Are the solar panels functioning at peak efficiency" The expert's report was sent to the Respondent, in vain (**Claimant Exhibit 4**).

15. Several attempts have been made to resolve this issue amicably, emphasizing the material damage caused by the poor accumulation of alternative energy for the government of Southern Kingdom.

16. On 25 August 2022, notice of the commencement of arbitration proceedings was sent to the Respondent as agreed under Clause 9 of the contract between the parties (**Claimant Exhibit 1**).

### III. The Arbitration Agreement

1. The Claimant refers this dispute on the basis of an arbitration agreement under Clause 9 of the contract concluded with the Respondent, as follows:

*9.1 Any dispute arising out of or relating to the implementation, interpretation, cancellation, validity, or invalidity of this contract shall be settled by arbitration in accordance with the rules of the Saudi Center for Commercial Arbitration.*

*9.2 The parties agree to exclude Article 7 (Joinder) of the Saudi Center for Commercial Arbitration rules.*

*9.3 The number of arbitrators shall be three. Each party shall select an arbitrator, and the presiding arbitrator shall be selected by the Saudi Center for Commercial Arbitration.*

*9.4 The place/legal seat of arbitration is Southern Kingdom.*

*9.5 The language of arbitration is Arabic.*

In meetings that preceded the final agreement on the project, the parties agreed to exclude Article 7 of the SCCA rules, on Joinder. Accordingly, the arbitration agreement grants the arbitral tribunal broad authority to consider the joinder of other parties through their exclusion of the said article. The arbitral tribunal should quickly join Melata Co. to resolve the dispute in the most suitable manner because the dispute cannot be resolved properly without the joinder of Melata Co. in this case (**Claimant Exhibit 3**).

#### IV. Applicable Law

1. Pursuant to Article 8 of the contract, the law applicable to the subject of the dispute is the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## V. Procedural Matters

### a. **Arbitration venue and regulation applicable to arbitration proceedings**

1. Pursuant to Article 9 of the contract, the place of arbitration is Peace City, Southern Kingdom. Therefore, the law applicable to the arbitration proceedings is the Southern Kingdom arbitration law, which adopted, in full, the 1985 UNCITRAL Model Law on International Commercial Arbitration and the amendments approved in 2006.

### b. **Arbitration rules**

2. Pursuant to Article 9-1 of the Contract, the Arbitration Rules shall be the SCCA arbitration rules in effect upon the commencement of arbitration proceedings. Thus, the Arbitration Rules are the SCCA arbitration rules in effect as from 1<sup>st</sup> October 2018..
3. Under Clause 9.2, the parties agreed, “The parties agree to exclude Article 7 (Joinder) of the Saudi Center for Commercial Arbitration rules” (Claimant Exhibit 1).

### c. **Language of arbitration**

4. Pursuant to Article 9 of the Contract, arbitration shall be conducted in Arabic.

## VI. Formation of the Arbitral Tribunal

5. Pursuant to Article 9 of the contract and Article 11 of the Arbitration Rules, the arbitral tribunal shall consist of three arbitrators. Each party shall nominate one arbitrator whom SCCA shall appoint, while the SCCA shall select the third arbitrator.
6. The Claimant nominates as an arbitrator in these arbitral proceedings:

Mr. Rashed al-Khaled

Al-Khaled and Associates Law Office

Address: 57 al-Turath Street, Southern Kingdom

Telephone: 009603988789

Email: r.alkhaled@outbook.com

## VII. Claimant's Requests

1. The Claimant petitions the arbitral tribunal to:
  - a. Accept this arbitration case.
  - b. Join Melta co. to the arbitration proceeding in accordance with tribunal's arbitral authority granted by the SCCA Arbitration Rules.
  - c. Oblige the Respondent to repair the extended solar power system, including the power production panels, entirely at its own expense, or to

refund the entirety of the \$100,000,000 (one hundred million dollars) the Claimant paid for this system, with interest.

- d. Oblige the Respondent to compensate the Claimant a total of \$10,000,000 (ten million dollars) for the losses it has sustained and the loss of future profits from the breach of contract and the stoppage of power production from the occurrence of the malfunction in the solar power system and until the resolution of this dispute.
- e. Oblige the Respondent to complete the necessary procedures of issuing the intellectual property certificate of the project for the Claimant pursuant to the terms of the Contract.
- f. Oblige the Respondent to pay the entirety of the arbitration expenses in addition to the Claimant's lawyers' fees.
- g. The Claimant retains its right to amend its pleas and/or requests during later hearings.

## Attorney for the Claimant

Office of Yahya al-Jammaly

Date: 25 August 2022

**Claimant Exhibit no. (1)**



## Contract for the design, procurement, and construction of a solar power plant

On Monday, 10 January 2019, this contract was signed between:

1. **Alternative Energy Global**, a limited liability company with its headquarters at 223 18th Street, Science City, P.O. Box 76606, Southern Kingdom, represented in the signing of this contract by Mr. Nayef al-Aref in his capacity as the CEO of the company.

**(First Party)**

and

2. **Tameedat**, a limited liability company with its headquarters at Building 59, Tarafa ibn al-Abd Street, P.O. Box 8221, Al-Tai Republic, telephone 0070833662, represented in the signing of this contract by Ms. Latifa Jamaan in her capacity as the General Director of the company.

**(Second Party)**

**(Collectively referred to as “the Parties”)**

### Preamble

- a. Whereas there is a global trend toward alternative energy generation;
- b. Whereas there is government support from Southern Kingdom to invest in alternative energy and a desire to provide environmentally friendly electric power, which is the infrastructure for the establishment of several pilot projects in the Kingdom;

- c. Whereas First Party is a company specializing in investment and operations in the alternative energy sector;
- d. Whereas Second Party specializes in the design and construction of power plants in the region and has designed and implemented many similar projects;
- e. The parties agreed to the design, purchase, and construction of a power plant called the Radiance project, in accordance with the following conditions:

**For all the reasons stated above in this preamble, the Parties declared that they are competent and acting in the proper capacity, and they agreed to the following:**

#### **Clause 1:**

The above preamble is an integral part of the terms of this Contract.

#### **Clause 2: Scope of Work**

- 2.1 The parties agreed to use an EPC (engineering, procuring, and construction) contract, provided that Second Party would commit to the construction of the largest photovoltaic power plant in the Southern Kingdom, with the objective of generating a production capacity of 1GW of electricity.
- 2.2 Second Party shall carry out all engineering services and technical designs and implement the project in accordance with the highest international standards in the design, construction, and implementation of solar power plants.
- 2.3 Second Party shall submit all project designs to First Party for approval prior to the procurement/purchase or implementation of the project.
- 2.4 Second Party shall submit the procurement/purchase plan to First Party for approval prior to making a decision.
- 2.5 Second Party shall submit a detailed project plan to First Party for approval before the design and implementation work begins.
- 2.6 Second Party shall review and approve contractors' designs, test equipment, conduct field supervision of the installation of equipment, and verify its proper functioning.

- 2.7 Second Party shall adhere to the operational capacity standards for the power plant.
- 2.6 First Party shall provide the project site. It shall ensure that the project is ready for implementation in accordance with the agreed specifications, and that there are no obstacles that could hinder the work.

### Clause 3: Contract Value

- 3.1 Second Party shall perform the above-mentioned work for a lump sum of \$100,000,000 (one hundred million dollars) (“**Contract Value**”) to be paid by First Party as follows:
- \$25,000,000 (twenty-five million dollars) as a project down payment at 25% of the project value against an advance payment guarantee from First Party.
  - \$65,000,000 (sixty-five million dollars) in the form of completion certificates for monthly payments approved by First Party’s representative.
  - \$5,000,000 (five million dollars) when the initial completion certificate for the project is issued
  - \$5,000,000 (five million dollars) when the final completion certificate for the project is issued

### Clause 4: Project Deadlines

Second Party must meet the following deadlines:

- 1 March 2019: Delivery of all project designs and blueprints to First Party for approval as an annex (“**Design Delivery Date**”)
- 1 May 2019: Completion of procurement of the necessary project solar panels (“**Procurement Date**”)
- 10 January 2020: Completion of all work related to project implementation and pilot operation for testing of the efficiency and quality of the panels (“**Project Pilot Operation Date**”)
- 10 February 2020: Final project delivery
- A 3-year warranty period for implementation work shall be calculated as from the issuance date of the first project delivery certificate (“**Project Warranty Period**”).
- The terms of this contract shall be effective as from the date it is signed and shall remain in effect as long as the parties’ obligations are in force and have not been terminated.

## Clause 5: Notices

5.1 Notices between the parties and claims and information relating to this Contract shall be written in Arabic and sent via email to the listed addresses and to each party's representative authorized for that purpose. The parties affirm that this information is correct.

5.2 For notices, the below individuals shall represent the parties:

- First Party:  
Mr. Nayef al-Aref  
Executive Director  
[Nayef@aeg.com](mailto:Nayef@aeg.com)
- Second Party:  
Eng. Latifa al-Jamaan  
General Director  
[ceo@tamdeedat.org](mailto:ceo@tamdeedat.org)

## Clause 6: Special Conditions

6.1 Second Party shall obtain the legal right to use all patents, patent rights, trademarks, copyrights, and licenses necessary for Second Party to perform this Contract and the transactions envisaged therein, without material prejudice to third-party rights.

6.2 Second Party must obtain the following in order for Second Party to properly implement, deliver, and implement this Agreement, and all these legal entitlements are in full force and effect.

6.3 Second Party shall transmit the know-how and resources necessary to supervise the design and engineering work, purchases, and construction necessary to complete the construction of the facility.

6.4 Second Party undertakes to assume liability for subcontractors, who shall be approved by First Party as necessary.

## Clause 7: Damages

7.1 In the event that Second Party is late in the delivery of any Contract phase past the dates agreed between the parties as per Clause 4 of this Contract, Second Party must compensate First Party by paying the value of the financial loss suffered by First Party and the value of future loss of profit as a result of its delay in delivery, in accordance with the provisions of Article 74 of the United Nations Convention on Contracts for the International Sale of Goods.

7.2 In the event of a technical failure resulting from design, procurement, or construction under the Contract, Second Party shall compensate First Party for the material loss suffered as a result of the repair of this malfunction.

### Clause 8: Applicable Law

The parties agree that the law applicable to this Contract is the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### Clause 9: Dispute Resolution

9.1 Any dispute arising out of or relating to the implementation, interpretation, cancellation, validity, or invalidity of this contract shall be settled by arbitration in accordance with the rules of the Saudi Center for Commercial Arbitration.

9.2 The parties agree to exclude Article 7 (Joinder) of the Saudi Center for Commercial Arbitration rules.

9.3 The number of arbitrators shall be three. Each party shall select an arbitrator, and the presiding arbitrator shall be selected by the Saudi Center for Commercial Arbitration.

9.4 The place/legal seat of arbitration is AlSalam city in Southern Kingdom.

9.5 The language of arbitration is Arabic.

### Clause 10: Contract Completeness

This Contract was signed by legally competent individuals authorized to sign it by the parties. This Contract is complete and includes everything agreed upon by the parties. This Contract represents the will of the parties, and they have fully understood it. Each party received a copy in order to act accordingly and reference it when necessary.

## Clause 11: Final Provisions

- 11.1 Neither party shall be liable before the other party under this Contract for any injury or tort, or for any representations or actions that result in any indirect harm. Neither party shall be liable before the other party other than for a breach of this Contract.
- 11.2 The parties agree that, upon the signing of this Contract, any other contract, agreement, or understanding between the parties shall be void.
- 11.3 All the contents of this Contract and any information or data obtained shall be confidential and shall not be disclosed to any third party prior to obtaining the other party's written consent.
- 11.4 No announcement, official statement, or press release relating to the initiation, signing, or termination of this agreement shall take place until both parties' consent has been obtained and both Parties are allowed to announce this agreement.

This Contract has been prepared in duplicate and signed by each party. Each copy is an original of the Contract and shall be enforceable with regard to the parties.

### First Party

Alternative Energy Global LLC

Signature: Nayef al-Aref

### Second Party

Tamdeedat Co. Ltd.

Signature: Latifa al-Jamaan

**Date: 10 January 2019**

**Date: 10 January 2019**

### **Contract annexes:**

*Scope of work (not attached)*

*Contract negotiation correspondence (not attached)*

*Subcontractor Annex for the Procurement of Solar Panels (attached)*

*Excerpts from the subcontractor's contract*

**Solar Panels Procurement Contract**

On Monday, 23 January 2019, this contract was signed between:

1. **Tameedat**, a limited liability company with its headquarters at Building 59, Tarafa ibn al-Abd Street, P.O. Box 8221, Al-Tai Republic, telephone 0070833662, represented in the signing of this contract by Ms. Latifa Jamaan in her capacity as the General Director of the company.

**(First Party)**

and

2. **Melata Co.**, a limited liability company with its headquarters at 229 Anwaar Street, P.O. Box 7741, Al- Tai Republic, telephone 00708227637, represented in the signing of this contract by Dr. Robert Jones in his capacity as CEO of the company.

**(Second Party/Subcontractor)**

**(Collectively referred to as "the Parties")**

**Preamble**

- f. Whereas First Party is a company specializing in the design and construction of power plants in the region;
- g. Whereas Second Party is a company specializing in the manufacture and supply of solar panels;
- h. The parties made an agreement for the manufacture and supply of solar panels from Second Party to First Party for the "glow" project, for which First Party entered a design, procurement, and construction contract with the project owner. This Contract shall be executed in accordance with the following terms.

**For all the reasons stated above in this preamble, the Parties declared that they are competent and acting in the proper capacity, and they agreed to the following:**

**Clause 1:**

The above preamble is an integral part of the terms of this Contract.

## Clause 2: Scope of Work

- 2.1 The Parties agreed that solar panels will be supplied for use as part of the EPC (engineering, procurement, and construction) contract for the Radiance project.
- 2.2 The solar panels shall be manufactured in accordance with the best global standards to generate the production capacity of a 1GW plant.

## Clause 3: Special Conditions

This contract shall enter into force when signed by the parties. The Subcontractor shall be bound by all the obligations imposed on the primary contractor in the main contract. The Subcontractor shall have all the rights, privileges, options, and protections enjoyed by the primary contractor under the main contract, except as provided in this agreement.

## Clause 4: Applicable Law

The parties agree that the law applicable to this Contract is the United Nations Convention on Contracts for the International Sale of Goods (CISG).

----- End of subcontract excerpts -----

**Claimant Exhibit no. (2)**

**From:** ceo@tamdeedat.org  
**Date:** 30 December 2018, 9:38 a.m.  
**To:** Nayef@aeg.com  
**Re:** Request for clarification on subcontracting

Dear Mr. Nayef al-Aref,

Greetings,

With reference to our meeting early last week on the design and construction of power plants, the agreement that has been made, and the discussion with your management about the technical specifications of the solar panel, I decided to ask the Board of Directors about the specifications you require. I was informed that these specifications cannot be met by our supplier, and we will not be able to import panels during this quarter of the fiscal year. We may, however, be able to fulfill our obligations by subcontracting with a solar panels factory, Melata Co.

Please clarify whether we can subcontract with a third party to implement the solar panels clause.

Sincerely,

Latifa al-Jamaan

**From:** Nayef@aeg.com  
**Date:** 5 January 2019, 11:27 a.m.  
**To:** ceo@tamdeedat.org  
**Re:** Request for clarification on subcontracting

Dear Ms. Latifa al-Jamaan,

With reference to the request for we received from you on 30/12/2018 to clarify the possibility of subcontracting, and to what was discussed at our meeting early last week on the technical specifications for the solar panel for the design and construction of the power plants.

We write to inform you that we forwarded this inquiry to the Board of Directors, and they issued their decision approving your request to subcontract. The text of the decision, which is to be added to the contract, reads:

“Once this contract becomes effective by virtue of the parties’ signatures, the Subcontractor shall perform in full all the duties imposed on the primary contractor in the main contract. The Subcontractor shall have all the rights, privileges, options, and protections enjoyed by the primary contractor under the main contract, except as provided in this agreement.”

Please don’t hesitate to contact me with any questions.  
Kind regards,  
Nayef al-Aref

**Claimant Exhibit no. (3)**

## Written testimony of Nayef al-Aref

- 1- My name is Nayef al-Aref, and I have been the CEO of Alternative Energy Global LLC since 2017. I studied electrical engineering at International University and specialized in sustainable energy. In my professional life, I advanced in my career to become the CEO of many companies, the most recent being Alternative Energy Global LLC.
- 2- In 2018, the company developed a plan to build the largest solar (photovoltaic) power plant with the objective of producing 1GW of electricity. We therefore contacted several companies specializing in this field to present the project to them and to find a way to cooperate with one of the companies on the engineering, procurement, and contraction (EPC) of this huge, pivotal project for Southern Kingdom. It is customary in such projects for the implementing company to warranty the maintenance of the power plant for three years following completion.
- 3- We received many proposals from specialized companies, including a proposal from AlMaali Company, a promising company that has designed and implemented many similar projects. Its proposal was 17% lower than that of Tameedat, but they had previously had trouble implementing one of their projects in 2017. Due to the importance of the project to Southern Kingdom, with other development projects relying on it and requiring electricity, our company's management decided not to take a risk with this project.
- 4- We also received a proposal from Tamdeedat. I met with the company's director, Latifa Jamaan, who made a good presentation on their company and how they handle things professionally when it comes to precision and meeting deadlines. Ms. Jamaan explained that their company is ready to design and implement the project in accordance with the latest and highest specifications, provided we agree to allow them to contract with a subcontractor, as their company does not have solar panels. Our Board of Directors agreed to this, as long as Tamdeedat would be responsible for the project as a whole.
- 5- In light of the discussion of the details and terms of the agreement between the two companies, and after several smooth meetings between Eng. Ms. Latifah Jamaan and me, she agreed with my suggestion to exclude Article 7 of the Saudi Center for Commercial Arbitration rules, on joinder. It is true that we did not discuss this, and the agreement was reached quickly, but our view on this subject was that the SCCA had restricted the joinder of other parties somewhat, and by excluding the article we would give the arbitral tribunal some freedom in this regard.

6- Final delivery of the project was in 10 February 2020. Our company commenced pilot operation of the plant to verify the quality of the panels, which was excellent, but the production of the electric gradually started to decrease. The engineers noticed a slowdown in the readings from the solar panels and informed me immediately. We contacted Tamdeedat several times and asked them to perform the necessary maintenance work so that the situation would not get worse to the point that we would have to take the plant offline. We were ignored and encountered procrastination, and we were shocked by the insufficient concern about the matter. They refused to assume responsibility for the maintenance work and blamed the project infrastructure.

I affirm that everything stated herein is true to the best of my knowledge and memory.

Nayef al-Aref



22 August 2022

**Claimant Exhibit no. (4)**

**Report of Technical Expert  
Expert: Hassan al-Matib  
6 October 2022**

Based on the 7 September [2021](#) request from Alternative Energy Global LLC for an inspection of the efficiency of solar panels at the power plant and a technical report on the findings, we are pleased to provide you with the following information.

**1- Introduction:**

Alternative Energy Global LLC contracted with Tamdeedat Co. Ltd. to build and design a solar (photovoltaic) power plant to generate 1GW of electricity. Tamdeedat evinced its readiness to complete this project, given its previous experience in this field. It also stipulated that it would subcontract with Melata Co. LLC for the purchase of the solar panels. It committed itself to implement and complete the project according to the planned timeline agreed upon between the parties. All construction work was completed on [10 January 2020](#), at which time the plant was ready for delivery. The Respondent asked the Claimant to inspect the plant and verify its efficiency through means of pilot operations for one week. The Claimant affirmed the plant's efficiency, and thus the project was delivered and all works were completed. However, less than three years after project delivery, the production of electricity started to decrease gradually, which is unusual. Tamdeedat was contacted to conduct maintenance on the plant, and they refused on the grounds that the deficient electricity production was due not to the panels but to other causes in which the Respondent had no part.

**2- Expert's required task:**

On [7 September 2021](#), Alternative Energy Global asked the expert to inspect the plant and provide technical opinion regarding:

- Are solar panels functioning at peak efficiency?
- What is the quality of the panels used?

**3- Agenda for the expert's assigned task:**

For the preparation of this report, understanding of the current status of the plant, and so that we may respond to requests within the scope of the assignment, the following has been done:

- Familiarization with all the documentation, detailed technical diagrams, and the engineering and construction work for the plant.
- A field inspection of the power plant and the panels to check their compliance with international standards, their efficiency, and whether they have any defect resulting in poor electricity production.

#### 4- Technical opinion:

Following the inspection of the plant, we find that the panels are not of high quality and do not meet international standards and specifications. They are no longer functioning with superior efficiency, as they are generating power at only 75%, whereas panels are expected to generate electricity at 100% during the first three years. Repairing them would require either that they be dismantled and reinstalled in accordance with global technical rules, or to commission a professional, highly qualified service team to maintain them within a reasonable time frame. In either case, the generation of renewable energy will be disrupted for at least three months.

--- End of Report ---

**Claimant Exhibit no. (5)**

**From:** [Nayef@aeg.com](mailto:Nayef@aeg.com)

**Date:** 25 August 2022, 10:47 a.m.

**To:** [ceo@tamdeedat.org](mailto:ceo@tamdeedat.org)

**Re:** Notice of arbitration proceedings

**Ms. Latifa al-Jamaan,**

With reference to our many phone conversations and the meetings with your staff: Your company is still shirking its responsibility for fixing the slowdown in readings from the solar panels despite an expert report confirming the existence of it.

Accordingly, pursuant to our contract and Clause 9 thereof, we wish to inform you of our intention to initiate arbitration proceedings with the Saudi Arbitration Center.

You will be contacted by the Center very soon.

**Nayef al-Aref**



**Commencement of Arbitration Letter**

**Case No.: SCCA-A-161096A**

**Claimant: Alternative Energy Global LLC**

**Respondent: Tamdeedat Co. Ltd.**

**Date:**

**Dear Ms. Latifa Jamaan, General Director of Tamdeedat Co. Ltd.,**

**Peace be upon you and God's mercy and blessings**

On 26 August 2022, the Saudi Center for Commercial Arbitration received a Request for Arbitration dated 25 August 2022. The RFA concerns a dispute between the above-named Parties and is based on an arbitration clause. Advance copies of the RFA were sent to the Respondent, and the arbitration proceedings are considered to have commenced on the day on which the SCCA received the RFA.

The above-named Parties are receiving this letter based on the information that the SCCA has obtained from the Claimant. If you have received this letter and are not the principal or a representative of any party to this dispute, please contact the SCCA immediately.

Case Consultant Prof. Hind al-Abdulla will conduct all case administration. She may be contacted by email at [h.alabdulla@sadr.org](mailto:h.alabdulla@sadr.org). From this point forward, please communicate with the case consultant and send a copy of the correspondence to the other party.

We wish to inform the Parties that this case will be subject to the Arbitration Rules of the Saudi Center for Commercial Arbitration Rules that took effect as of October 2018, unless the Parties agree otherwise. A copy of the Arbitration Rules can be found at <https://sadr.org/ADRServices-arbitration-arbitration-rules?lang=en>.

Based on Article 5-1 of the SCCA Arbitration Rules, the Respondent must send a response to the RFA to the administrator, the Claimant, and any other party within 30 days of the commencement of arbitration. If the Respondent wishes to initiate a counterclaim or claim for set-off, a copy must be sent to the Claimant and to the SCCA with supporting documentation and the appropriate filing fee.

Enclosed with this letter is a conflict-of-interest disclosure statement. All parties should name any witness, expert, person, or entity having an interest in or connection to this dispute. This list will assist the arbitrators in disclosing any potential conflict of interest. Please note that the disclosure list is confidential and should be sent only to the SCCA. Do so within 15 days of the date of this letter.

Please also note that proceedings in this case will be in keeping with the attached Code of Ethics for Parties and Representatives. Please read and sign the pledge to adhere to the Code.

Finally, enclosed with this letter are general instructions on arbitration and arbitration proceedings with the SCCA. The SCCA will provide the Parties with information on the stages of arbitration as the case progresses. The SCCA encourages the Parties to contact it at any time to request additional



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

information or discuss the arbitration proceedings, in order that it can assist Parties in best resolving the dispute.

We look forward to working with you and providing you with all possible assistance throughout the arbitration proceedings.

Sincerely,

**Case Consultant:**

Hind al-Abdulla

**Signature:**

**Enclosures:**

- Conflict of Interest Disclosure Statement (not attached)
- General information arbitration and SCCA arbitration proceedings (not attached)
- Pledge to observe the Code of Conduct for Parties and Representatives (not attached)
- Copy of Request for Arbitration (not attached)
- SCCA Arbitration Rules (not attached)

Saudi Center for Commercial Arbitration  
Arbitration Case No.: SCCA-A-161096A

## **Answer to Request for Arbitration**

(Under Article 5 of the Saudi Center for Commercial Arbitration  
rules effective as of October 2018)

**Alternative Energy Global LLC**  
“Claimant”

**v.**

**Tamdeedat Co. Ltd.**  
“Respondent”

## I. Introduction

1. On 25 August 2022, Tamdeedat Co. Ltd. (“**Respondent**”) received the request for arbitration submitted by Alternative Energy Global LLC (“**Claimant**”) on the basis of the arbitration clause in the 10 January 2019 contract between the Parties (“**Contract**”).
2. In the arbitration request, the Claimant requested acceptance of the arbitration case, the joinder of Melata Co. Ltd. as a third party, and repairs to the extended solar energy system, including the power production panels, at the Respondent’s expense or a refund of the entirety of the \$100,000,000 (one hundred million dollars) the Claimant paid for this system, with interest. It also requested that the Respondent compensate it a total of \$10,000,000 (ten million dollars) for the losses it has sustained and the loss of future profits from the breach of contract and the stoppage of power production from the occurrence of the malfunction in the the solar power system and until the resolution of this dispute. It requested that the Respondent be obliged to provide the intellectual property certificate for the project by its subcontractor, Melata Co. Ltd., pursuant to the terms of the Contract, in addition to the costs of the arbitration and the Claimant’s legal fees.
3. The Respondent asks the arbitral tribunal to reject the request for the joinder of Melata Co. as a third party and reject all of the Claimant’s allegations, which it based on an incomplete presentation of the facts and omission of important details, as well as erroneous legal analysis of the facts. The Respondent answers the Claimant’s allegations and demands as detailed below.

## II. Respondent's representative

1. In this dispute, the Respondent is represented by Kanouniyoon Law Firm and Legal Consultancy, at the following address:  
Building 14, Andalus St., Mizan Tower, Floor 51, PO Box 566, AlKaram City, Taie Republic.

Mr. Adeeb al-Ali

[adeebalali@alalilawfirm.com](mailto:adeebalali@alalilawfirm.com)

## III. Facts of the Dispute

17. On 26 December 2018 a pre-award meeting was held between the two companies. The Respondent evinced its readiness to implement the project and mentioned its stipulation of approval for its subcontractor, Melata Co., in order to purchase the solar panels from it. The Claimant accepted this condition, and the contract was signed.
18. The Respondent met with the subcontractor to review portions of the plans for the solar panels, specifically their internal structure and the solar panels' capacity to absorb as much solar energy as possible and convert it to photovoltaic energy at minimal cost.
19. The Respondent started to implement partial solar panel plans, as agreed in negotiations with the subcontractor.
20. The Respondent adhered to the design, procurement, and implementation schedule throughout the duration of the project.

21. On 10 January 2020, the Claimant asked the Respondent to inspect and test the project following the completion of implementation. The Claimant did this and ascertained that the project was operating normally and producing electric power correctly.
22. On 15 May 2021, the Respondent was surprised by an email sent by the Claimant, reporting a slowdown in the readings from the solar panels. In response, the Respondent issued an official letter on 17th May 2021 stating that the fault in the solar panels is due to a lack of maintenance of the project infrastructure by the relevant municipal authority in the area, and not because of the design of the project itself (**Respondent Exhibit 1**).
23. The Claimant sent the Respondent a report from an expert it had appointed to examine the efficiency of the solar panels.
24. The Respondent understands the material damage caused to the Claimant by the poor accumulation of alternative energy, but it is far from being liable for such damages.
25. In the arbitration request, the Claimant argued for the joinder of the subcontractor in the arbitration case as the supplier of the solar panels, which are the subject of the dispute.

#### IV. 4. Response to the Analysis of the Facts

1. The Respondent rejects the joinder of the subcontractor in the arbitration case, by virtue of the fact that it is not a party to the agreement between the Claimant and the Respondent. It would therefore violate the procedural laws in this arbitration case.

Moreover, Melata Co. was not enabled to select an arbitrator, as the parties to the case did. Therefore, the joinder of Melata Co. could result in the arbitration award being unenforceable.

2. The Respondent complied with its obligation, under articles 30 and 34 of the United Nations Convention on Contracts for the International Sale of Goods, to hand over to the Claimant all documents necessary for the installation and instructions for use. Once the Claimant conducted the inspection of proper solar energy production upon the completion of the project, it confirmed that the Respondent fulfilled its obligations under the Contract and is not responsible for the subsequent maintenance of the project (**Respondent Exhibit 2**).
3. It is the Claimant's duty to regularly inquire and ascertain whether the purchased product needs to be updated or serviced, on a continuous basis and independent of the Respondent's obligations.
4. The Respondent blamed the lack of efficiency in the panels on the change of government in Southern Kingdom, which resulted in a change in municipal officials. This affected the maintenance of state facilities and infrastructure, including infrastructure related to electric utilities. This dereliction lasted several months and was observed by all the newspapers and television channels throughout this period (**Respondent Exhibit 3**). Thus, the Claimant should have anticipated outside damage of this sort that could (and actually did) affect the project.
5. As a result, the Respondent asserts that the expert's opinion has no affect on the course of this case. He was appointed by one of

the parties, and thus his opinion is biased (**Respondent Exhibit 4**). That there is a fault or damage in the solar panels does not necessarily entail that the Respondent is responsible. Rather, the responsibility lies with the municipality concerned, which has failed to maintain electric utilities recently.

6. Further, the Claimant stated that it had no objection to a subcontractor, conditional on the Respondent assuming full liability for the performance of the work, thereby giving the subcontractor all the rights, privileges, options, and protections enjoyed by the Respondent. This subcontract, however, also makes the subcontractor liable for delivering to its customers, i.e., to Respondent, solar panels that work normally and effectively, as required by the conformity of goods provided for in Article 35 of the United Nations Convention on Contracts for the International Sale of Goods (**Claimant Exhibit 11: Subcontract**). Therefore, if the arbitral tribunal believes that the municipality is not liable, the subcontractor – and not the Respondent – must inevitably be liable.
7. The Respondent denies that it knew that the solar panels are the exclusive intellectual property of the subcontractor.
8. By extension, the subcontracting with the contractor results in all the plans that were reviewed with it being the Respondent's property.
9. The Respondent also invokes Article 42(2-b) of the United Nations Convention on Contracts for the International Sale of Goods. Under this article, it is not required to ensure that the energy panels are free from any intellectual property rights where they result from the

Respondent's compliance with the technical specifications requested by the Claimant.

## V. Formation of the Arbitral Tribunal

1. In accordance with Article 9 of the Contract and Article 11 of the Arbitration Rules, the Respondent nominates as an arbitrator in this arbitration claim:

Ms. Fatma AlAhmed

Independent International Arbitrator

Address: 35 Rue Du Marechal Joffre, Sceaux, France

Telephone: + 33 6 88 45 12 98

Fax: + 33 6 88 45 12 90

Email: [Fatima.alahmad@gmail.com](mailto:Fatima.alahmad@gmail.com)

## VI. Requests

The Respondent petitions the arbitral tribunal to:

1. Dismiss the request for the joinder of Melata Co. as a third party.
2. Reject the **Claimant's** request to oblige the Respondent to repair the extended solar power system, including the power production panels, entirely at its own expense, or to refund the entirety of the \$100,000,000 (one hundred million dollars) the Claimant paid for this system, with interest.

3. Reject the request to oblige the Respondent to compensate the Claimant a total of \$10,000,000 (ten million dollars) for the losses it has sustained and the loss of future profits from the breach of contract and the stoppage of power production from the occurrence of the malfunction in the the solar power system and until the resolution of this dispute.
4. Decide that the Respondent is not obliged to complete issuance procedures of the intellectual property certificate of the project and provide it for the Claimant.
5. Oblige the Claimant to pay the entirety of the arbitration expenses in addition to the Respondent's lawyers' fees.
6. The Respondent retains its right to amend its pleas and/or requests during later hearings.

**Attorney for the Respondent**

**Adeeb al-Ali**

**Kanouniyoon Law Firm and Legal Consultancy**

**15 September 2022**

**Respondent Exhibit no. (1)**

From: [Dailia@aeg.com](mailto:Dailia@aeg.com)  
Date: Saturday, 15 May 2021  
To: [Omar@tamdeedat.org](mailto:Omar@tamdeedat.org)  
Re: Malfunctions related to solar cells

Dear Mr. Omar al-Saleh,  
Greetings,

I am writing to you today to inform you of some technical malfunctions with the solar panels. It has been observed that the solar panels are not efficient. The engineers at the facility have observed a slowdown in the readings from the solar panels.

Sincerely,

Dalia Hamdan

Contract Manager

From: [Omar@tamdeedat.org](mailto:Omar@tamdeedat.org)  
Date: Monday, 17 May 2021  
To: [Dailia@aeg.com](mailto:Dailia@aeg.com)  
Re: Re: Malfunctions related to solar cells

Dear Ms. Dalia Hamdan,

Greetings,

Thank you for letting us know of this technical malfunction. It is likely that this technical error could be the result of a lack of maintenance of the project infrastructure by the relevant municipal authority in the region or because of a manufacturing error in the solar panels themselves, not because of the design of the project itself.

Sincerely,

Omar al-Saleh

Contract Manager

**Respondent Exhibit no. (2)**

**From:** ceo@tamdeedat.org  
**Date:** 11 February 2020, 10:33 a.m.  
**To:** Nayef@aeg.com  
**Re:** Radiance Project

Dear Mr. Nayef al-Aref,

Greetings,

At the outset, I would like to thank you and your company's team for keeping us informed of the developments that have taken place with the Radiance project.

I would like to let you know that following an inquiry to our warehouse staff, I have been informed that all the solar panels ordered for the project have been received. The Quality and Inspection Department conducted several tests on 10 February of this year to ensure the viability of the solar panels, and I am pleased to inform you of the issuance of the certificate attesting that the solar panels are approved and fit for use in the Radiance project.

Sincerely,

**Latifa al-Jamaan**  
CEO



Respondent Exhibit no. (3)

# Today's News

## International News

20 April 2021

### From Light to Darkness or From Darkness to Light?

As development in Southern Kingdom accelerates, and energy and architectural development gains momentum, the Government's performance was notably out of step with State strategy.

How could this be solved?

Office-holders realized that fundamental reform must be carried out in all State offices to create compatibility between the development strategy and the team entrusted with implementing these strategies, before it is too late and all efforts and investments fail.

The prime minister radically changed the administrative organization of the State. He replaced all the members of the government without exception. Representatives of civil society, especially youth, were consulted in this change. The new government has several structures that were missing in the previous government. We note that young people are now ascendant, especially in the ministries concerned with the environment, energy, and sports.

The question now is whether it is too late to reform governmental resources that suffered neglect during the transitional period.

Many residents of the area have noticed regular electricity failures, which has infuriated residents. Many of them complain about the electrical supply infrastructure that former municipal officials neglected to maintain, heedless of its importance in providing electricity to people.

How long will we live in a city of darkness? When will light return to our city?

**Respondent Exhibit no. (4)**

## Written testimony of Latifa Jamaan

1. My name is Eng. Ms. Latifa Jamaan, and I have been the CEO of Tamdeedat Co. Ltd. since 2014. I majored in electrical engineering at university.
2. Tamdeedat designs and implements various energy projects with a high degree of precision and professionalism, and in accordance with the highest internationally recognized standards. We are proud to have completed many similar projects in different countries. In addition to the quality and precision of our work, our company is renowned for meeting deadlines, which is a point of pride for us.
3. We received the details of the tender announced by Alternative Energy Global and submitted a thoughtful bid, which caused the company to award the tender to us after finding all the data, documents, details of the materials to be used, and the schedule. During negotiations there were no problems, and everything went smoothly. I remember that during one of the meetings with Mr. Nayef al-Aref, I expressed the company's desire that we be entrusted with the responsibility of the full design, implementation, and follow-up of the project. We explained at the time that our company was ready to carry out the project provided acceptance of the addition of a subcontractor for the purchase of solar panels meeting the required specifications.
4. There were many meetings to discuss everything and all the contract details. During one of these meetings, which lasted hours, when I mentioned that we had a commitment at another meeting immediately afterward, Mr. al-Aref suggested excluding Article 7 of the Saudi Center for Commercial Arbitration rules, on joinder. After a quick consultation with our company's legal counsel, we had no objection to excluding the article and accepted this proposal without any cause for accepting it.
5. We essentially thought that there was no need to join any party other than the parties chiefly concerned with the performance of the contract, i.e., Tamdeedat and AEG only, and we thought that this was why Mr. al-Aref suggested this. We refrained from discussing this request so that we would not be misunderstood by not accepting joinder in the case.
6. We have worked very hard and put all our energies into completing the project and delivering it on schedule. We delivered the project in full and on time, after testing the project and verifying that it was working extremely efficiently.
7. After about a year and a half, however, we were surprised when the Claimant informed us of a slowdown in the readings from the solar panels. We responded immediately and denied that we were responsible for the slowdown. We said the malfunction is due to the lack of maintenance of the project infrastructure.

I affirm that everything stated herein is true to the best of my knowledge and memory.

**Latifa Jamaan**



12 September 2022



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

**Case No.: SCCA-A-161096A**

**Claimant: Alternative Energy Global LLC**

**Respondent: Tamdeedat Co. Ltd.**

**Date: 21 September 2022**

**(sent by email - first-class mail)**

**Mr. Yahia al-Jammaly, Claimant's representative,**

Phone: 007016969001 / Email: y.jamally@yahyagroup.com

**Re: Appointment of Arbitral Tribunal Member**

With reference to the above subject, we write to you this letter to inform you that we have received your letter indicating your wish to nominate the arbitrator Rashed al-Khaled through the Saudi Center for Commercial Arbitration as a member of a tripartite arbitration tribunal in the above-mentioned case. You will find attached to this letter a copy of the notice of the arbitrator's appointment and the confirmation she signed.

We would also like to point out that under SCCA rules, an arbitrator acting in accordance with these rules must be neutral and independent. The arbitrator must also submit a disclosure,<sup>1</sup> which is explained in detail in the appointment notice and its attachments, which are enclosed with this letter. If you wish to challenge the arbitrator, you must notify the SCCA no later than 6 October 2022. Be advised that based on Article 14-3 of the SCCA Rules, the SCCA must be informed of any challenge within 15 days of the notice of the arbitrator's appointment. The challenge must be for cause, and the other party shall be informed of the challenge. If one of the parties challenges an arbitrator, the other party must respond to the challenge within seven days. In accordance with its absolute discretion, the SCCA will make a decision regarding the challenge as stipulated in the SCCA Rules. It is not permitted to send a copy of the challenge to the arbitrator, or to reveal or make available to the arbitrator the challenge, responses to the challenge, or comments on the arbitrator's disclosure.

We would like to inform you that direct communication with the arbitral tribunal, whether by telephone or another means of communication, is prohibited. Communication concerning matters related to the challenge of arbitrators, as well as any administrative or financial matter, may take place only through the case consultant named below.

Sincerely,

**Case Consultant:**

Hind al-Abdulla

**Signature:** Hind

**Enclosures: Arbitrator Appointment Notice (not attached), Arbitrator's Disclosure**

<sup>1</sup> Disclosure does not necessarily imply a conviction that the information disclosed causes doubts about the arbitrator's impartiality or independence.



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

Date: 28 September 2022

Telephone: 009603988789

Email: rashed@outbook.com

**Case No.: SCCA-A-161096A**

**Claimant: Alternative Energy Global LLC**

**Respondent: Tamdeedat Co. Ltd.**

**Re: Admission of Appointment to Tripartite Arbitral Tribunal**

I affirm that the curriculum vitae that I provided to the Saudi Center for Commercial Arbitration, which SCCA submitted to the Parties in this case, shows my academic credentials and practical experience, and it is accurate and complete up to the date of this letter.

I affirm that I have conducted a thorough and careful investigation and examination of any possible conflict of interest, including a comprehensive review of the information I have obtained on the case up to the date of this declaration. I have then made any necessary disclosure as stipulated in the rules of the Saudi Center for Commercial Arbitration and in accordance with the code of ethics for arbitrators or any applicable law.

I affirm that I am fully aware that examining any conflict of interest is an obligation that continues throughout my term as an arbitrator in this case. If any circumstances arise at any stage of the arbitration that would prompt doubts of the sort mentioned, I will disclose them immediately. Failure to disclose conflicts of interest in a timely manner may result in my dismissal as an arbitrator or in my removal from the SCCA Arbitrator Roster. Therefore:

- I accept my appointment as an arbitrator** in this case under the rules of the Saudi Center for Commercial Arbitration. (Please complete and attach the disclosure form.)
- I decline to accept appointment as an arbitrator** in this case. (In the event of a refusal, it is not necessary to fill out this form except for name and signature.)

**Signature: R. al-Khaled**



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

**Arbitrator Disclosure Form**

**Arbitrator Disclosure Form**

Case No.: SCCA-A-161096A

Claimant: Alternative Energy Global LLC

Respondent: Tamdeedat Co. Ltd.

1	I pledge to hear this case and decide it justly and fairly.	✓
2	I pledge to act in accordance with the SCCA Arbitration Rules, the Code of Ethics for Arbitrators, and the agreement of the Parties.	✓
3	I pledge to devote the appropriate time required to serve as an as an arbitrator in this case.	✓
4	I accept the fees in this case based on the Arbitration Costs and Fees Appendix, and I affirm that there are no separate arrangements regarding fees between me and the Parties to the case.	✓
5	I affirm that as far as I am aware, there is no past or present circumstance that would prevent me from considering this case.	✓
6	I pledge that if I become aware in the future of any incident or circumstance that prevents me from proceeding with this case, I will immediately report it to the SCCA.	✓
7	I affirm that I am not related by blood or marriage to any of the parties.	✓
8	Do you think there is anything that could affect your neutrality or impartiality?	No
9	Is there anything else that would (in the opinion of a reasonable person) constitute a conflict of interest? If so, please explain.	No

Signature: **R. al-Khaled**



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

**Case No.: SCCA-A-161096A**

**Claimant: Alternative Energy Global LLC**

**Respondent: Tamdeedat Co. Ltd.**

**Date: 21 September 2022**

**(sent by email - first-class mail)**

**Mr. Adeb al-Ali, Respondent's representative,**

Phone: 007016969001 / Email: [adeebalali@alalilawfirm.com](mailto:adeebalali@alalilawfirm.com)

**Re: Appointment of Arbitral Tribunal Member**

With reference to the above subject, we write to you this letter to inform you that we have received your letter indicating your wish to nominate the arbitrator Fatma AlAhmed through the Saudi Center for Commercial Arbitration as a member of a tripartite arbitration tribunal in the above-mentioned case. You will find attached to this letter a copy of the notice of the arbitrator's appointment and the confirmation she signed.

We would also like to point out that under SCCA rules, an arbitrator acting in accordance with these rules must be neutral and independent. The arbitrator must also submit a disclosure,<sup>1</sup> which is explained in detail in the appointment notice and its attachments, which are enclosed with this letter. If you wish to challenge the arbitrator, you must notify the SCCA no later than 6 October 2022. Be advised that based on Article 14-3 of the SCCA Rules, the SCCA must be informed of any challenge within 15 days of the notice of the arbitrator's appointment. The challenge must be for cause, and the other party shall be informed of the challenge. If one of the parties challenges an arbitrator, the other party must respond to the challenge within seven days. In accordance with its absolute discretion, the SCCA will make a decision regarding the challenge as stipulated in the SCCA Rules. It is not permitted to send a copy of the challenge to the arbitrator, or to reveal or make available to the arbitrator the challenge, responses to the challenge, or comments on the arbitrator's disclosure.

We would like to inform you that direct communication with the arbitral tribunal, whether by telephone or another means of communication, is prohibited. Communication concerning matters related to the challenge of arbitrators, as well as any administrative or financial matter, may take place only through the case consultant named below.

Sincerely,

**Case Consultant:**

Hind al-Abdulla

**Signature:** Hind

**Enclosures: Arbitrator Appointment Notice (not attached), Arbitrator's Disclosure**

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<sup>1</sup> Disclosure does not necessarily imply a conviction that the information disclosed causes doubts about the arbitrator's impartiality or independence.



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

Date: 27 September 2022

Telephone: 009600788119

Email: fatmaalahmed@outbook.com

**Case No.: SCCA-A-161096A**

**Claimant: Alternative Energy Global LLC**

**Respondent: Tamdeedat Co. Ltd.**

**Re: Admission of Appointment to Tripartite Arbitral Tribunal**

I affirm that the curriculum vitae that I provided to the Saudi Center for Commercial Arbitration, which SCCA submitted to the Parties in this case, shows my academic credentials and practical experience, and it is accurate and complete up to the date of this letter.

I affirm that I have conducted a thorough and careful investigation and examination of any possible conflict of interest, including a comprehensive review of the information I have obtained on the case up to the date of this declaration. I have then made any necessary disclosure as stipulated in the rules of the Saudi Center for Commercial Arbitration and in accordance with the code of ethics for arbitrators or any applicable law.

I affirm that I am fully aware that examining any conflict of interest is an obligation that continues throughout my term as an arbitrator in this case. If any circumstances arise at any stage of the arbitration that would prompt doubts of the sort mentioned, I will disclose them immediately. Failure to disclose conflicts of interest in a timely manner may result in my dismissal as an arbitrator or in my removal from the SCCA Arbitrator Roster. Therefore:

- I accept my appointment as an arbitrator** in this case under the rules of the Saudi Center for Commercial Arbitration. (Please complete and attach the disclosure form.)
- I decline to accept appointment as an arbitrator** in this case. (In the event of a refusal, it is not necessary to fill out this form except for name and signature.)

**Signature: F. AlAhmed**



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

**Arbitrator Disclosure Form**

**Arbitrator Disclosure Form**

Case No.: SCCA-A-161096A

Claimant: Alternative Energy Global LLC

Respondent: Tamdeedat Co. Ltd.

1	I pledge to hear this case and decide it justly and fairly.	✓
2	I pledge to act in accordance with the SCCA Arbitration Rules, the Code of Ethics for Arbitrators, and the agreement of the Parties.	✓
3	I pledge to devote the appropriate time required to serve as an as an arbitrator in this case.	✓
4	I accept the fees in this case based on the Arbitration Costs and Fees Appendix, and I affirm that there are no separate arrangements regarding fees between me and the Parties to the case.	✓
5	I affirm that as far as I am aware, there is no past or present circumstance that would prevent me from considering this case.	✓
6	I pledge that if I become aware in the future of any incident or circumstance that prevents me from proceeding with this case, I will immediately report it to the SCCA.	✓
7	I affirm that I am not related by blood or marriage to any of the parties.	✓
8	Do you think there is anything that could affect your neutrality or impartiality?	No
9	Is there anything else that would (in the opinion of a reasonable person) constitute a conflict of interest? If so, please explain.	No

Fatma AlAhmed

Signature: **F. AlAhmed**



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

**Case No.: SCCA-A-161096A**

**Claimant: Alternative Energy Global LLC**

**Respondent: Tamdeedat Co. Ltd.**

**Date: 21 September 2022**

**(sent by email - first-class mail)**

**Dear Dr. Abdullah al-Yahya,**

Telephone: 009332767676 / Email: [dr.a.alyahya@alyahya.com](mailto:dr.a.alyahya@alyahya.com)

**Re: Arbitrator Nomination Letter and Disclosure Request**

Further to our previous communication, we have the honor of informing you that you have been nominated to chair an arbitral tribunal (as part of a tripartite tribunal) in the above-mentioned case. While informing you of this, we would like to instruct you to allocate the appropriate time to study and decide the case. Please note that this claim will be administered in accordance with the arbitration rules of the Saudi Center for Commercial Arbitration, which are valid as of October 2018, as well as the SCCA Code of Ethics for Arbitrators, both of which can be found on the SCCA website ([www.sadr.org](http://www.sadr.org)).

Before you are appointed as an arbitrator in this case, you should understand the importance of arbitrator impartiality and independence. In order to confirm this, and pursuant to Article 13 of the SCCA Arbitration Rules, we ask that prior to accepting your appointment in this case, you disclose any circumstances that would call your impartiality or independence into question. This includes disclosing any relationship between you and the parties or potential witnesses, whether such relationship is current or past, direct or indirect, and financial, professional, social, or otherwise. This obligation continues throughout the duration of the case. The parties are not permitted to communicate unilaterally with the arbitrators or arbitrator candidates about the case. If any such contact takes place, the content of and reasons for the communication must be reported immediately to the other parties and arbitrators. We also advise the arbitrator that any change in the curriculum vitae submitted to the Saudi Center for Commercial Arbitration should be disclosed.

The Claimant in this case is represented by the lawyer Yahya Al-Jammaly, and the Respondent is represented by the lawyer Adeeb al-Ali. The arbitrators nominated with you in this case are Mr. Rashed al-Khaled and Ms. Fatma AlAhmed. The CVs of the arbitrator candidates are attached.

It should be noted that disclosure by an arbitrator or party does not necessarily imply a conviction that the information disclosed causes doubts about the arbitrator's impartiality or independence.

If you are unsure of whether something should be disclosed, it should be disclosed. In the event of a direct or indirect connection to any of the parties to the case, please describe the connection at the bottom of the form. It should also be noted that failure to disclose at the proper time may result in the arbitrator being denied his or her fee in the case.

The SCCA will deliver the disclosure to the parties.



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

The Saudi Arbitration Center has developed this arbitrator appointment form for cases it administers in accordance with its Arbitration Rules. If there are other applicable regulations or rules, the arbitrator must follow them.

**Enclosures:**

Parties' disclosures (not attached)

CVs of arbitrator candidates (not attached)



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

Date: 29 September 2022

Case No.: SCCA-A-161096A

**Claimant: Alternative Energy Global LLC**

223 18th Street, Science City, P.O Box 76606, Southern Kingdom

Telephone: 0032217727715 / Email: central@aeg.com

**Respondent: Tamdeedat Co. Ltd.**

59 Tarafa ibn al-Abd Street, P.O Box 8221, Al-Tai Republic

Telephone: 0070833662 / Email: info@tamdeedat.org

**Re: Acceptance of Appointment as Presiding Arbitrator**

I, the arbitrator Dr. Abdullah al-Yahya, affirm that the curriculum vitae that I provided to the Saudi Center for Commercial Arbitration, which SCCA submitted to the Parties in this case, shows my academic credentials and practical experience, and it is accurate and complete up to the date of this letter.

I affirm that I have conducted a thorough and careful investigation and examination of any possible conflict of interest, including a comprehensive review of the information I have obtained on the case up to the date of this declaration. I have then made any necessary disclosure as stipulated in the rules of the Saudi Center for Commercial Arbitration and in accordance with the code of ethics for arbitrators or any applicable law.

I affirm that I am fully aware that examining any conflict of interest is an obligation that continues throughout my term as an arbitrator in this case. If any circumstances arise at any stage of the arbitration that would prompt doubts of the sort mentioned, I will disclose them immediately. Failure to disclose conflicts of interest in a timely manner may result in my dismissal as an arbitrator or in my removal from the SCCA Arbitrator Roster. Therefore:

- I accept my appointment as an arbitrator** in this case under the rules of the Saudi Center for Commercial Arbitration. (Please complete and attach the disclosure form.)
- I decline to accept appointment as an arbitrator** in this case. (In the event of a refusal, it is not necessary to fill out this form except for name and signature.)

Signature: **Dr. Abdullah al-Yahya**



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

### Arbitrator Disclosure Form

Case No.: SCCA-A-161096A

Claimant: Alternative Energy Global LLC

Respondent: Tamdeedat Co. Ltd.

1	I pledge to hear this case and decide it justly and fairly.	✓
2	I pledge to act in accordance with the SCCA Arbitration Rules, the Code of Ethics for Arbitrators, and the agreement of the Parties.	✓
3	I pledge to devote the appropriate time required to serve as an as an arbitrator in this case.	✓
4	I accept the fees in this case based on the Arbitration Costs and Fees Appendix, and I affirm that there are no separate arrangements regarding fees between me and the Parties to the case.	✓
5	I affirm that as far as I am aware, there is no past or present circumstance that would prevent me from considering this case.	✓
6	I pledge that if I become aware in the future of any incident or circumstance that prevents me from proceeding with this case, I will immediately report it to the SCCA.	✓
7	I affirm that I am not related by blood or marriage to any of the parties.	✓
8	Do you think there is anything that could affect your neutrality or impartiality?	No
9	Is there anything else that would (in the opinion of a reasonable person) constitute a conflict of interest? If so, please explain.	No

Signature: **Dr. Abdullah al-Yahya**



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

## **Disclosure Guidelines for Arbitrators in Cases Administered by the Saudi Center for Commercial Arbitration**

### **General Instructions:**

1. The Saudi Center for Commercial Arbitration rules and codes of ethics require the complete disclosure of any circumstances that would call an arbitrator's impartiality or independence into question.
2. The disclosure obligation applies during all stages of arbitration. At later stages of the proceedings, the case consultant may ask an arbitrator to research conflicts of interest on specific issues related to the case, but you should conduct your own examination and disclosure as you become aware of information related to the participants in the proceedings.
3. If you are hesitant or uncertain about disclosing any circumstances, disclose them. You should not evaluate the potential impact of a conflict of interest on your own. Instead, make the disclosure and leave it to the parties to assess the impact on the case from the conflict of interest.
4. As a guiding principle, if a relationship or interest comes to mind, disclose it.
5. You must disclose the following:
  - a. Any circumstances that would call your impartiality or independence into question, as provided in Article 13-2 of the Arbitration Rules of the Saudi Center for Commercial Arbitration.
  - b. Any interest or relationship that could make you appear biased (Canon II of the SCCA Code of Ethics for Arbitrators).

### **Finances:**

Any direct financial interests, with any party, representative, witness, or arbitrator involved in the case must be disclosed, whether present or past, as well as indirect interests, whether present or past.

### **Relationships:**

Any relationship with any party, representative, witness, or arbitrator involved in the case must be disclosed, including any relationships with the following:

1. Their immediate and extended families;
2. Their employees;
3. Their partners and colleagues.

### **How should disclosure be made?**

Disclosures must be very clear. You should ensure that the disclosure is detailed enough that the parties are aware of the potential conflict of interest or of any circumstances likely to raise doubts about the arbitrator's impartiality and independence. Care must be taken to indicate the identity of the person, the nature of the relationship, the time and place of the relationship, and the circumstances around it. Be attentive to the smallest details, however inconsequential they may seem.

The burden of disclosure falls on the arbitrator, who must exert his or her utmost efforts to provide the Saudi Center for Commercial Arbitration with the required information. The SCCA has the right to verify that submitted disclosures are not ambiguous or incomplete and that the arbitrator has not



المركز السعودي للتحكيم التجاري  
Saudi Center for Commercial Arbitration

shirked the duty of examining relationships that may link him or her to the case and the parties. Failure to provide sufficient details may result in delayed confirmation of your appointment as an arbitrator in the case, as well as a delay in the filing of the case generally, because the case consultant may need to contact you to request further clarification.

Disclosures must be in writing. In rare cases where something requiring disclosure arises when the arbitration proceedings commence, you should excuse yourself from the session immediately and contact the SCCA to facilitate the submission of new disclosures to the parties and allow them a chance to respond. In accordance with the Saudi Center for Commercial Arbitration rules and confirmation of the arbitrator's appointment, as well as deciding any objection to the appointment raised by the parties.

## Saudi Center for Commercial Arbitration

Arbitration Case No.

SCCA-A-161096A

Filed by

Alternative Energy Global LLC

Claimant

v.

Tamdeedat Co. Ltd.

Respondent

Procedural Order No. 1

## Procedural Order No. 1

This order was issued on Saturday, 10 October 2022 by arbitral tribunal chaired by Dr. Abdullah al-Yahya (presiding arbitrator) and with Ms. Fatma AlAhmed and Mr. Rashed al-Khaled as tribunal members.

### Preamble

- 1- On 25 August 2022, Alternative Energy Global LLC (“**Claimant**”) filed a request for arbitration (“**Arbitration Request**”) against Tamdeedat Co. Ltd. (“**Respondent**”) on the basis of Clause 9 of the engineering, procurement, and construction contract signed between them on 10 January 2019, in accordance with Article 4 of the Arbitration Rules of the Saudi Center for Commercial Arbitration (“**Arbitration Rules**”).
- 2- The arbitral tribunal was constituted by a decision of the SCCA. The arbitral tribunal held its first procedural session on 5 October 2022, where the terms of reference for the arbitration procedures were agreed upon as documented in the minutes of that session. The arbitral tribunal and the parties to the case signed those minutes.
- 3- The parties agreed on the substance of the first procedural order (“PO 1”) during that session. They agreed on the wording, and the arbitral tribunal approved it. Therefore, the arbitral tribunal decides:

### I. Submission of memoranda, written evidence, and notifications

- 4- Each party will send its own memoranda and written evidence electronically to each member of the arbitral tribunal, other parties, and the SCCA (by email, in the form of an electronically searchable PDF), as well as hard copies delivered by hand to the SCCA.
- 5- Each party will send its own notifications electronically to each member of the arbitral tribunal, the other party, and the SCCA (by email, in the form of an electronically searchable PDF), as well as hard copies sent by fax to the SCCA.

### II. Written memoranda:

- 6- The Claimant and the Respondent shall submit their memoranda within the deadlines specified in paragraph 10 below.

- 7- The parties will submit their memoranda on A4 paper.

### III. Evidence

- 8- The arbitral tribunal will apply the SCCA rules to matters of evidence and may use the rules of evidence in international commercial arbitration.

### IV. Witness testimony and expert reports

- 9- A party wishing to use a fact witness or expert will submit the witness's written testimony or the expert's report together with the memoranda referenced in part II above. The written witness testimony and expert reports submitted in response to the memoranda, written testimonies, and expert reports previously mentioned in this paragraph must be accompanied by memoranda. They may be from fact witnesses or experts different from those who initially provided written testimony or reports.
- 10- The arbitral tribunal has the right – after consultation with the parties – to appoint an expert as it deems necessary and to determine the elements of the expert's task.
- 11- If it is not possible during a hearing to question a witness or expert who previously submitted written testimony or a report, and an acceptable excuse has not been given, the arbitral tribunal may disregard the written testimony or report and remove it from the case file.
- 12- Each party shall bear the expenses associated with its witnesses and experts, without prejudice to the arbitral tribunal's decision as to which party ultimately bears those expenses.
- 13- The testimony or opinions of witnesses and experts summoned for questioning will be interpreted simultaneously during hearings if they prefer to testify in their native language and that language is not Arabic.
- 14- These provisions also apply to experts. In addition, any expert's report must include an acknowledgment of his or her duty to assist the arbitral tribunal.

### V. Language of arbitration and translation/interpretation

- 15- The language of the arbitration is Arabic. All memoranda and testimonies, including expert reports

and witness testimonies, will be submitted in that language, with an Arabic translation of any documents written in other languages.

- 16- Unofficial translations of non-Arabic legal texts and documents are sufficient. If a party objects to an unofficial translation, with a specific explanation of the reasons for the objection, the arbitral tribunal will have the right to decide as it sees fit and sanction the translation if it deems appropriate.

#### VI. Modification of orders

- 17- Changes may be made to any order issued by the arbitral tribunal either at the request of a party or at the initiative of the tribunal if the circumstances so warrant.

#### VII. Correspondence between the arbitral tribunal and the parties

- 18- The presiding arbitrator or another authorized arbitral tribunal member shall correspond and consult with the parties regarding the arbitration procedure in general.

#### VIII. Points of agreement

- 19- The place of arbitration is Peace City, Southern Kingdom.
- 20- The law applicable to the arbitration proceedings is the Southern Kingdom arbitration law, which adopted, in full, the 1985 UNCITRAL Model Law on International Commercial Arbitration and the amendments approved in 2006.
- 21- The Parties agreed to apply the United Nations Convention on Contracts for the International Sale of Goods, signed in 1988, regardless of the fact that the Parties' premises are located in countries that did not sign the Convention. With the exception of Article 78, the entire Convention is applicable to the subject matter of the Contract. The Parties agreed that the Respondent's supply obligation was the fundamental piece of the Contract, so there was no argument about the design obligation being the fundamental piece of the Contract.

## IX. Developments in the parties' pleas

- 22- On 6 October 2022, the legal representative of Tamdeedat (the Respondent), Mr. Adeeb al-Ali, was replaced by Mr. Adam al-Arabi due to personal circumstances affecting Mr. al-Ali. Therefore, Tamdeedat's legal representative is Mr. Adam al-Arabi, and all the concerned parties have been informed of this change.
- 23- On the same date, the arbitral tribunal invited the Claimant to give its opinion prior to the issuance of PO 1.
- 24- On 8 October, the Claimant presented its objection to this change because it affects the neutrality of a tribunal member. The Claimant specifically named Mr. Rashed al-Khaled, as he previously participated on an arbitration tribunal with Mr. Adam al-Arabi. In addition, the two are friends because they often work together. If this change were not rejected, the Claimant would have no choice but to challenge the arbitrator.
- 25- On 9 October 2022, the Respondent replied that these arguments were unconvincing and were merely attempts by the Respondent to obstruct the proceedings, given that any party to the dispute has the right to choose the appropriate representation for itself.

## X. The procedural order addressed to the parties

- 26- Following review of the case file, the arbitral tribunal requests that the Parties submit their memoranda based on and in response to the following questions. The memoranda should not go beyond answering the following questions:
  - a. After the arbitration proceedings have been set, does the Respondent have the right to change its legal representation as per the facts mentioned in the case file?
  - b. Should the Claimant's request for the joinder of Melata Co. be granted?
  - c. Who caused the slowdown in the efficiency of the solar panels? Is it a defect in the solar panels or due to a lack of infrastructure maintenance?
  - d. Should the Respondent be required to submit a patent certificate for the design of the solar panels?
- 27- For the purpose of discussing the above-mentioned issues, the Parties agreed that the hearings held according to the agreed date below will be held using modern visual communication tools.
- 28- Any representative of the Parties (i.e., the participating universities) may direct any questions

- concerning the subject of the case and its proceedings via the team's registered account at [www.ArabicMoot4.sadr.org](http://www.ArabicMoot4.sadr.org) no later than 11:59 p.m. Mecca time on November 1<sup>st</sup>, 2022.
- 29- The Claimant must submit its memorandum no later than 11:59 p.m. Mecca time on December 31<sup>st</sup>, 2022.
- 30- The Respondent must submit its memorandum no later than 11:59 p.m. Mecca time on February 25<sup>th</sup>, 2023.
- 31- The hearings for this case will take place on May 13-18, 2023.

Salam City, Southern Kingdom

10 October 2022

On behalf of the arbitral tribunal

Dr. Abdullah al-Yahya

Presiding Arbitrator

Signature:



## Procedural Order No. 2

1 December 2022

**Saudi Center for Commercial Arbitration Arbitration Case No: SCCA-A-161096A**

Alternative Energy Global LLC

v.

Tamdeedat Co. Ltd.

Claimant

Respondent

This order was issued on Monday, 1 December 2022 by the arbitral tribunal composed of presiding arbitrator Dr. Abdullah al-Yahya and members Ms. Fatma AlAhmed and Mr. Rashed al-Khaled in order to respond to the parties' inquiries about certain procedural and substantive matters in the present case.

1- On 15 November 2022, the tribunal issued the procedural order to appoint a technical expert in the case, whose task will be to prepare a report containing his technical opinion to clarify the contracting company's responsibility to obtain an intellectual property certificate and to indicate whether this step is important for guaranteeing the Claimant's rights. The decision provided that the report shall be submitted within two weeks from the date of the expert's appointment, and the expert may examine the documents of the case file in order to carry out his functions. The tribunals gave the parties the right to object to the appointment decision within three days, from 16 November 2022 until 18 November 2022. Mr. Yasin al-Elm began his assigned task on 19 November 2022 after submitting the conflict of interest disclosure form. He swore an oath before the tribunal to exercise honesty and integrity in the performance of his functions, and he submitted his report.

- **Expert report:**

- The erroneous date of the Claimant's request for an expert to inspect the efficiency of the solar panels was changed to 7 September 2021 rather than 7 September 2022, and

- the date of the Claimant's request for the expert inspection was also changed to 7 September 2021.
- **Did the expert Hassan al-Matib turn in a conflict of interest disclosure form before submitting the technical report?**  
The expert Hassan al-Matib did not submit a conflict of interest disclosure form because he was not appointed by the arbitration tribunal, as the arbitration procedures had not yet commenced when he was asked by the Claimant company to prepare the report.
  - **For what reasons is the Respondent convinced that the expert's opinion is biased, and what is its evidence of that?**  
This is up to the parties to interpret and draw a conclusion.
  - **Why did the Claimant not task the expert Hassan al-Matib to investigate the reasons behind the slowdown in production from the solar panels?**  
The Claimant's staff engineers noticed a slowdown in readings, and the expert was assigned only to state whether the solar panels were at peak efficiency, as well as to determine the quality of the panels used.
  - **Project delivery**
    - The project delivery date, according to the terms of the contract and what the parties must adhere to, is 10 February 2020.
    - **Were the panels functioning well at the time of delivery? Were they tested prior to project delivery?**  
There is no report from the Claimant on the results of the inspection and testing, but there was periodic inspection by specialists at the company.
    - **How has the change in municipal officials in Southern Kingdom affected the performance of the electricity infrastructure and supply?**  
This is up to the parties to interpret, apply their judgment, and draw a conclusion.
    - **Did the Respondent know in advance of the repeated power outages in Southern Kingdom and the poor infrastructure at the station site? Did the Claimant observe or notice the slowdown in readings for the energy coming from the solar panels?**

Yes, the power outage in Southern Kingdom came to the Respondent's attention through the news reported in the newspapers, as well as through popular talk and dissatisfaction with the matter.

- **What is the basis for the Respondent to conclude that the reason for the slowdown of the solar panels is the lack of regular infrastructure maintenance, without an inspection of the panels?**

This is up to the parties to interpret and draw a conclusion.

- **What is the difference between the initial certificate and the project completion certificate, and do they match? What is the follow-up mechanism for compelling the Respondent to issue an intellectual property certificate for the Claimant. And do the parties agree that the slowdown in electricity readings is a sufficient cause for the dispute?**

Definition of the initial certificate in the project: The initial project completion certificate is a temporary or conditional acceptance signifying that the customer has accepted the project but its performance must be verified or confirmed under operational conditions within an agreed period. The customer issues a temporary acceptance certificate to substantiate this step. This is when the warranty period begins.

Definition of final completion certificate: A certificate indicating final acceptance of the project. This is when the final requirement for the completed work has been verified or confirmed, usually after the necessary tests have been performed. In the event that any defect or deficiency is identified, the contractor must make corrections. This is also the end of the warranty period. After this date, the contractor has limited liability for the operation of the facility – subject, of course, to the applicable laws and the agreement of the parties.

As for the follow-up mechanism for issuing the [intellectual] property certificate, no specific mechanism was agreed upon, according to the facts of the case, and it is up to the parties to interpret this. No agreement was reached between the parties on causes for a dispute.

- **Joinder of Melata Co. as a third party in the case:**

- **Has the subcontractor been contacted since the arbitration request was filed?**

The subcontractor has not been contacted since the arbitration request was filed.

- **What justifies the joinder of Melata Co. as a third party in the case, when Clause 6.4 of the contract provides that the Respondent is liable for subcontractors?**

The Claimant believes that the joinder of Melata Co. is necessary because, in its words, it is a party to the contract and is close to field work on the project.

- **The Respondent's new legal representative:**

- **Why was the lawyer changed? Did Mr. Adeb al-Ali attend the first procedural session or not?**

The lawyer Mr. Adeb al-Ali attended the first procedural session. After leaving the session, he received a telephone call informing him that his son had been involved in a severe traffic accident. Following immediate treatment, it was decided to transfer him for treatment outside the country, and he had to have his father with him. This caused him to excuse himself from continuing to represent the Respondent in this case.

- **What is the nature of the Respondent's new legal representative's work with the arbitrator Rashed al-Khaled?**

Arbitrator Rashed al-Khaled worked as legal counsel to a company that became a client of the lawyer Adam al-Arabi, but that was about 10 years ago. In addition, the law firm in which al-Khaled is a partner has dealings in some joint contracts with the law firm where Mr. Adam al-Arabi works. Mr. al-Arabi and Mr. al-Khaled also are both Bar Association members and have pro bono projects.

- **General:**

- **Can the provisions of Islamic law be drawn on in writing defenses, in addition to the substantive and procedural law specified by the parties?**

The applicable rules are the Arbitration Rules of the Saudi Center for Commercial Arbitration (procedural matters), and the applicable substantive law is the United Nations Convention on Contracts for the International Sale of Goods (CISG).

- **Can additional procedural defenses be written?**

Additional procedural defenses can be written as each team sees fit, so long as the arguments are productive in the case and within the applicable rules.

○ **Can all the letters among the companies be sent?**

The letters produced were sent only on the subject matter of the case. There are no other letters between the parties that can be sent.

○ **Page 19: different currencies (dollars and riyals) were mentioned**

The only approved currency is USD.

○ **Is it possible to get a copy of the subcontract?**

There is no copy of the subcontract. The clauses appearing in the case file are the only ones productive in the subject matter of the case.

○ **Why did the Respondent not respond to the report of the expert appointed by the Claimant?**

This is up to the parties to interpret, apply their judgment, and draw a conclusion.

○ **Can the rules of commercial custom be applied at the time the Respondent contracted with the subcontractor (page 37)?**

The provisions of CISG are applicable in this regard.

○ **There are no provisions for joinder in the UNCITRAL Rules and sending a copy thereof to the parties.**

The provisions of the UNCITRAL Model Law are applicable, and the parties must evaluate the issue of the joinder of parties.

Arbitral Tribunal

Dr. Abdullah al-Yahya (presiding arbitrator)

Signature:



Mr. Rashed al-Khaled

(arbitrator appointed for the Claimant)

Signature:



Ms. Fatma AlAhmed

(arbitrator appointed for the Respondent)

Signature: **F. AlAhmed**

## Excerpts from the IP Expert's testimony

**Case No.: SCCA-A-161096A**  
**Claimant: Alternative Energy Global LLC**  
**Respondent: Tamdeedat Co. Ltd.**

*"The arbitral tribunal decided on 15 November 2022 to refer the case to us and request a report of our technical opinion to clarify the contracting company's responsibility to obtain an intellectual property certificate and to indicate whether this step is important for guaranteeing the Claimant's rights. We are pleased to submit this report to the arbitral tribunal with details and the work done by the expert to accomplish his task.*

*Climate change is one of the biggest challenges facing the world today, so countries are moving toward alternative energy or green energy. There are many challenges and many ways to confront these challenges through technological innovation in the green energy renewable resource sector, which contributes to reducing carbon emissions.*

*Governments around the world have relied on green technology as an important part of overcoming the problem of climate change. Governments have also developed regulatory structures and introduced systems to develop, encourage, use, and develop these structures for sustainable and environmentally friendly energy production. Renewable energy is a rapidly evolving technology field. Patent certificates and intellectual property therefore play an important role in the green energy sector in order to mitigate climate change through the use of patented inventions during the protection period.*

*The purpose of patent protection is that an invention cannot be reproduced, utilized, distributed, or sold for commercial purposes without the patent owner's consent. It also relates to the manner in which the right to use, operate, and maintain alternative and renewable energy technology is transferred and how the strength and effectiveness of the production of the required quantity of the contracted energy is assessed between the parties to the contract.*

*The standards in the green technology industry have been the basis, including the WIPO Patent Cooperation Treaty.<sup>2</sup>"*

**Expert: Yasin al-Elm**



[wipo\\_magazine/ar/2020/01/article\\_0008.html](http://wipo_magazine/ar/2020/01/article_0008.html)

# Global..in Arabic