

Second Annual ICAMEK -UNIVERSITY ARBITRATION MOOT 2026

Organized by the

**INTERNATIONAL CENTRE FOR ARBITRATION AND MEDIATION IN
KAMPALA (ICAMEK)**

OFFICIAL MOOT PROBLEM

ORAL HEARINGS COMPETITION PROPOSITION

2026

Release Date: 21st May 2026

IMPORTANT NOTICE TO PARTICIPANTS

The facts contained in this Moot Problem are fictional and are intended solely for academic purposes. The problem is designed to raise complex procedural and substantive questions relating to:

- arbitration law;
- construction disputes;
- public procurement;
- jurisdiction and admissibility;
- extensions of time;
- public policy;
- and institutional arbitration.

Participants are free to rely on:

- Ugandan law;
- comparative common law jurisprudence;
- international arbitration principles;
- international construction law principles;
- and persuasive authorities.

The applicable procedural framework shall be:

- the Arbitration and Conciliation Act (Cap. 4);
- the ICAMEK Arbitration Rules;
- and general principles of international arbitration.

The Moot Problem intentionally contains disputed facts and contested interpretations. No inference should be drawn merely because a fact appears in a document. The Tribunal reserves the right to raise questions beyond the issues expressly identified in Procedural Order No. 1.

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CLAIMANT’S EXHIBITS

Exhibit No.	Document
C-1	Contract Agreement
C-2	Water-Logging Notification
C-3	Project Manager’s Instruction
C-4	Interim Payment Application No. 9
C-5	Payment Assurance Email
C-6	Final Invoice Submission
C-7	Variation Summary
C-8	Completion Certificate
C-9	Without Prejudice settlement communication
C-10	Site Meeting Minutes

RESPONDENT’S EXHIBITS

Exhibit No.	Document
R-1	Feasibility Study Extract – Geotechnical Summary
R-2	Site Excavation Photographs – Water-Logged Conditions
R-3	Site Engineer’s Technical Memorandum
R-4	Revised Foundation Design Drawings
R-5	Dewatering Subcontract Agreement

Exhibit No.	Document
R-6	Cost Breakdown – Variation Works
R-7	Critical Path Delay Analysis Report
R-8	Interim Payment Certificates (Selected Extracts)
R-9	Final Account Statement
R-10	Internal UEA Memorandum on Variation Approval
R-12	Proof of Completion & Occupancy Evidence
R-13	Notice of referral to Adjudication
R-14	UEA Response to adjudication Notice
R-15	Adjudicator’s Provisional Direction
R-16	Respondent Delay Expert Report
R-17	Internal Procurement Memorandum
R-18	Respondent Geotechnical Review

1. BACKGROUND NARRATIVE

THE PARTIES

Honest Contractors Ltd

Honest Contractors Ltd (“HCL”) is a Ugandan construction company specializing in large-scale infrastructure and public works projects throughout East Africa.

HCL has previously undertaken projects involving:

- government office complexes;
- university facilities;
- and energy-sector infrastructure.

The company has increasingly positioned itself as a regional contractor capable of executing technically sophisticated projects.

Uganda Electricity Authority (UEA)

Uganda Electricity Authority (“UEA”) is a statutory public authority established under the laws of Uganda and mandated to oversee electricity transmission and infrastructure expansion.

In 2023, UEA initiated procurement for the construction of a new headquarters complex in Kampala intended to consolidate several operational departments into one integrated facility.

THE PROJECT

Following an open competitive procurement process conducted under Uganda’s public procurement framework, UEA awarded HCL a contract for the:

“Construction of the Proposed UEA Headquarters at Plot 10, Mabuga Road, Kampala.”

The project involved:

- an 11-storey office complex;
- one basement level;
- a gross floor area of approximately 16,534 square meters;
- associated mechanical and electrical installations;
- parking infrastructure;
- and landscaping works.

The Contract Price was: **UGX 60,565,000,000**

The intended completion period was: 24 calendar months.

EMERGENCE OF THE DISPUTE

Shortly after commencement of excavation works in August 2023, substantial groundwater intrusion was encountered across major portions of the foundation footprint.

HCL contends that:

- the groundwater conditions were unforeseeable;
- the feasibility materials provided by UEA were incomplete;
- the original foundation design became unsafe;
- and substantial redesign and dewatering works became necessary.

UEA disputes these allegations and maintains that:

- the contractor assumed sufficient site investigation risk;
- the groundwater conditions were foreseeable;

- some delays arose from contractor inefficiency;
- and several variation works were undertaken without proper approvals.

The dispute subsequently expanded into disagreements concerning:

- extension of time;
- valuation of variation works;
- prolongation costs;
- authority of the Project Manager;
- adjudication procedures;
- and the validity of the arbitration agreement.

Date:21st May 2026

To:

The Managing Director
Uganda Electricity Authority (UEA)
Plot 10, Mabuga Road
Kampala

RE: NOTICE OF INTENTION TO COMMENCE ARBITRATION– CONTRACT NO. UEA/WRKS/25–26/00056

We act for and on behalf of **Honest Contractors Ltd** (“our Client”). This Notice is issued pursuant to the applicable provisions of the Contract and the governing law, formally notifying Uganda Electricity Authority (“UEA”) of our client’s intention to institute Arbitral proceedings arising from UEA’s continued failure and/or refusal to settle certified sums due under **Contract No. UEA/WRKS/25–26/00056** (“the Contract”).

Our client was duly awarded the above-referenced Contract for the execution of the agreed works. The works were completed in accordance with the contractual specifications, timelines, and instructions issued by the Project Manager (PM). Interim Payment Certificates and/or Final Payment Certificates were duly issued certifying the amounts payable to our client. Despite certification and repeated demands, UEA has failed, refused, and/or neglected to pay the certified sums.

UEA’s failure to pay certified amounts constitutes: a fundamental breach of the Contract; A violation of the payment terms stipulated therein; and an actionable default entitling our client to pursue all remedies available at law and under the Contract, including recovery of interest, damages, and costs.

As at the date of this Notice, the outstanding certified amount due and payable to our client is: **UGX 60,565,000,000** (plus accrued contractual and/or statutory interest). Interest continues to accrue until payment in full.

TAKE NOTICE that UEA is hereby required to settle the full outstanding amount, together with accrued interest, within **fourteen (14) days** from the date of receipt of this Notice.

Payment should be made to the following account:

Bank Name: Honest Contractors Ltd
Bank Account Number: 0151253456
Bank Branch: Kampala Road
Swift Code: SBUGKAXX

Should UEA fail to make full payment within the stipulated fourteen (14) days, our Client shall, without further reference to you:

- Commence legal proceedings for recovery of the outstanding sums;
- Seek interest, damages for breach, and costs of suit; and
- Invoke any dispute resolution mechanism provided under the Contract, including arbitration where applicable.

All rights are hereby expressly reserved.

Kindly treat this matter with the urgency it warrants.

Yours faithfully,

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, set against a light blue rectangular background.

Ms. Judith Kansiime

For and on behalf of

Honest Contractors Ltd

**REQUEST FOR ARBITRATION / APPLICATION FOR APPOINTMENT OF AN
ARBITRATOR(S)**

ICAMEK CASE NUMBER: _____ (for official use only). **Date:** 10/05/2026

Preferred Language for the Arbitration Proceedings:

English

Type of Tribunal Requested:

- Sole Arbitrator
 Presiding Arbitrator (three-member Tribunal)
 Other (specify)

The dispute is to be resolved under the ICAMEK Arbitration Rules 2018:

- Yes
 No

Claimant:

Honest Contractors Ltd
Physical Address: Plot 1 Industrial Lane
Telephone: +256 390000
Mobile: +256 7720000
Email Address: director@honestcontractors.com
Country: Uganda
Represented by: Ms. Judith Kansiime, Managing Director (or authorised legal representative)r

Respondent:

Uganda Electricity Authority (UEA)
Physical Address: [Plot 10, Mabuga Road, Kampala]
Telephone: +256 460000
Mobile: +256 7010000
Email Address: md@uea.go.ug
Country: Uganda
Represented by: Managing Director (or authorised legal representative)

Brief Statement Describing the Nature and Circumstances Giving Rise to the Dispute:

1. A contract was signed on 9th August 2023 between Uganda Electricity Authority (UEA) and Honest Contractors Ltd for the construction of the proposed UEA headquarters on Plot 10, Mabuga Road, Kampala, for a total contract price of UGX. 60,565,000,000 (Sixty Billion Five Hundred Sixty-Five Million Uganda Shillings) in procurement reference no. *UEA/WRKS/25 – 26/00056*.
2. The proposed headquarters consists of 11 stories and one basement, with a gross floor area of 16,534 square meters.
3. The contract is a lump-sum contract, and the intended completion period is 24 calendar months.
4. The applicable terms and conditions of the contract include:
 - the contract agreement signed by the parties,

- the general conditions of the contract (identical to the general conditions in the Standard Bidding Document issued by the Public Procurement and Disposal of Public Assets Authority for the procurement of works under the open or restricted bidding method), and
- The special conditions of the contract.

5. In the special conditions of the contract, it is stated that;

- the start date of the contract shall be one week after the site handover.
- the documents forming part of the contract include the bills of quantities, the technical specifications, the construction drawings, and the construction schedule
- the contract is a lump sum contract.
- the works to be executed include: demolitions and removals; excavation and earth works; concrete and reinforcement works; walling in block work; electrical installations and mechanical installations.
- the Employer's (UEA) specific approval is required for certifying additional costs, and determining an extension of the intended completion date.
- the intended completion date of the works is 24 calendar months from the start date.
- the fees to be paid to the adjudicator are UGX. 300,000 per hour as well as reimbursable expenses

6. The dispute resolution procedure:

- Adjudication by an adjudicator from the Uganda Institute of Professional Engineers (UIPE) contract shall give a decision in writing within 28 days of receipt of a notification of a dispute, providing that he receives all the information required to give a decision.
- Either party may, within 28 days, refer a decision of the adjudicator to an arbitral tribunal if dissatisfied with the decision of the adjudicator. Arbitration shall be conducted at Kampala in accordance with the Arbitration and Conciliation Act Cap. 5 and governed by the ICAMEK arbitration rules. If neither party refers the dispute within 28 days, the adjudicator's decision will be final and binding.

7. The site was handed over to the contractor on 17th August 2023.

8. On the 15th May 2026, UEA received a notice of arbitration from Honest Contractors Ltd, regarding a payment dispute from a decision of the project manager. The project manager rejected a request for an extension of time (EOT) from Honest Contractors.

9. The request for EOT was a result of the changes to the design received from UEA. When the arbitration proceedings were initiated by Honest Contractors Ltd, before the arbitrator, UEA immediately raised an objection regarding the validity of the agreement and the jurisdiction of the arbitral tribunal.

10. UEA argues that the arbitral tribunal lacks jurisdiction because the arbitration agreement is invalid on account that the contract between UEA and Honest Contractor Ltd was not approved by the Attorney General. UEA does not want the arbitrator to proceed with the arbitration and insists that the matter should be referred to the High Court for a decision on the issue of the validity of the agreement.

The Claimant seeks the following relief or remedies:

1. Payment of all outstanding certified sums due under Contract No. UEA/WRKS/23–24/00056;
2. Payment for variation works executed under the instruction of the Project Manager;

3. Compensation for delay and prolongation costs arising from unforeseen site conditions and contract changes;
4. Interest on all outstanding amounts at contractual and/or statutory rates;
5. Costs of the arbitration and any ancillary relief the Tribunal deems appropriate.

The Claimant proposes that the Arbitrator(s) must have the following skills:

- Expertise in construction contracts, civil engineering disputes, and international/domestic arbitration under institutional rules (preferably with experience under Ugandan law and construction contract disputes).

Acknowledgments and Conditions (to be agreed by Claimant):

The Claimant acknowledges and agrees:

- To pay the registration fee (UGX 550,000) and advance on costs as directed by ICAMEK within the specified time frame;
- To serve this Request for Arbitration (and any annexes) on the Respondent;
- To inform ICAMEK and the Tribunal in the event of settlement before an award is made;
- That ICAMEK is not liable for acts or omissions of the appointed arbitrator(s).

Signature of Claimant / Authorised Representative:

Ms. Judith Kansiime

Date: 10/05/2026

Capacity: Director / Legal Representative

For and on behalf of Honest Contractors Ltd

Attachments (to be filed with this Request):

- Copy of Contract No. UEA/WRKS/23–24/00056 and arbitration clause;
- Notice of Intention to Sue/Notice of Arbitration previously served;
- Supporting documents (certificates, invoices, correspondence);
- Proof of payment of registration fee.

Submit to the **ICAMEK Secretariat** by email to **file@icamek.org** or physically to:
P.O. Box 4102, Kampala, Uganda.

CONTRACT FOR THE PROCUREMENT OF WORKS

CONTRACT AGREEMENT PROCUREMENT REFERENCE NUMBER UEA/WRKS/23 – 24/00056.

This Agreement is made on the 9th day of August 2023 between: **Uganda Electricity Authority (UEA)**, the Employer; and **Honest Contractors Ltd**, the Contractor.

WHEREAS the Employer desires that the Works known as the Construction of the Proposed UEA Headquarters at Plot 10, Mabuga Road, Kampala, be executed, and has accepted a Contract Price of UGX 60,565,000,000 from the Contractor for completion of the Works.

Contract Documents

The following documents constitute the Contract:

- This Agreement
- Annex A: General Conditions of Contract (GCC) (Incorporated by reference to Section 7 of the PPDA SBD)
- Annex B: Special Conditions of Contract (SCC)
- Annex C: Statement of Requirements (SOR)
- Annex D: Project Implementation Schedule

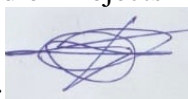
IN WITNESS WHEREOF, the Parties hereto have executed this Contract in accordance with the laws of the Republic of Uganda.

UGANDA ELECTRICITY AUTHORITY (UEA)

Name: Eng. Sarah Atwine

Title: Head of Projects

Signature:



Date: 9th August 2023

HONEST CONTRACTORS LTD

Name: Mr. Daniel Okumi

Title: Projects Director

Signature:



Date: 9th August 2023

ANNEX A – GENERAL CONDITIONS OF CONTRACT (GCC)

The applicable General Conditions of Contract shall be those contained in Section 7 of the PPDA Standard Bidding Document for the Procurement of Works. These GCC are incorporated by reference as if fully set out herein.

GCC Clause Reference	Special Conditions
	Procurement Reference No: UEA/WRKS/23 – 24/00056.
GCC 1.1(aa)	Project Manager: The Project Manager is: <i>Manager Estates of Uganda Electricity Authority</i>
GCC 1.1(dd)	Site location: The site is located at Plot 10, Mabuga Road in KAMPALA.
GCC 1.1(gg)	Start Date: The Start Date shall be: Not more than 7 (<i>Seven</i>) calendar days after the date of Site Possession
GCC 1.1(kk)	The Works: The works consist of: The proposed headquarters consists of 11 storeys and one basement, with a gross floor area of 16,534 square meters.
GCC 2.1	Contract Document: The following documents also form part of the contract: Minutes of Negotiation, Contractors comprehensive health and safety plan, Technical Specifications, the construction drawings and the construction schedule.
GCC 3.7	Contract Type: This contract is a Lump sum contract
GCC 3.8	Sectional completion: shall not be permitted
GCC 7.1	<p>Notices:</p> <p>For notices, the PDE’s address shall be:</p> <p>Attention: Uganda Electricity Authority (UEA) Physical Address: [Plot 10, Mabuga Road, Kampala] Telephone: +256 460000 Mobile: +256 7010000 Email Address: md@uea.go.ug Country: Uganda</p>

	<p>For notices, the provider’s address shall be:</p> <p>Attention: Honest Contractors Ltd Physical Address: Plot 1 Industrial Lane Telephone: +256 390000 Mobile: +256 7720000 Email Address: director@honestcontractors.com Country: Uganda</p>
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ANNEX B – SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 10.2	Project Manager’s Decisions: The PDE’s specific approval is required for: <i>N/A</i>
GCC 10.2	Variation limits “No variation exceeding fifteen percent (15%) of the Original Contract Price shall become binding upon the Employer unless approved in writing by: the Employer’s Contracts Committee, the Accounting Officer; and the Attorney General. The Project Manager shall have no authority to waive this requirement.”
GCC 12.1	Subcontracting: GCC Clause 12.1 on sub-contracting <i>shall not</i> form part of the contract.
GCC 12.1	Subcontracting: The following conditions shall apply to subcontracting: <i>Not Applicable</i>
GCC 13	Other Contractors: The Schedule of Other contractors <i>shall not</i> form part of the contract.
GCC 14.1	Key Personnel: The Schedule of key personnel will be part of the contract
GCC 18.1	<p>Insurance covers: The minimum insurance covers shall be:</p> <ol style="list-style-type: none"> a. The minimum cover for insurance of the Works, Plant and Materials is: U.shs200Million, b. The maximum deductible for insurance of the Works, Plant and Materials is: U.shs10 million c. The minimum cover for insurance of Equipment is: U.shs 50 million d. The maximum deductible for insurance of equipment is: U.shs65 million e. The minimum cover for insurance of property is: U.shs 650 million

	<p>f. The maximum deductible for insurance of property is: U.shs65 million</p> <p>g. The minimum cover for personal injury or death insurance is: U.shs 130million</p> <p>The maximum deductible for personal injury or death insurance is U. shs 65million</p>
GCC 19.1	Site Investigation Reports: Site Investigation Report(s) <i>are not</i> part of the contract.
GCC 19.3	Independent Inspection; The Contractor shall be deemed to have independently inspected and satisfied itself as to all subsurface conditions and all matters which may affect the execution of the works
GCC 22.1	Completion date: The intended completion date for the whole of the works shall be: 24 calendar months from the Start Date
GCC 26.1	Site possession: : <i>Not more than 7 calendar days after signing of the contract (17 August 2023)</i>
GCC 37.1	Works Program: The contractor shall submit the program for the works within 60 days days of contract signature.
GCC 37.3	Program updates: The period between Program updates is 30 days. The amount to be withheld for late submission of an updated Program is: U.shs 3 million only
GCC 45.1	Correction of Defects: The defects liability period is 90 calendar days.
GCC 51.1	Payment Certificates: A single statement of the estimated value of the work executed shall be submitted on completion of the works. The contract manager shall check the statement and certify the amount to be paid to the contractor.
GCC 53	Payments: The amount certified by the contract manager shall be paid in full within 30 days of receipt by the employer of an invoice, supported by: the payment certificate; and a certificate of completion of the works.
GCC 54.1(j)	Compensation Events: The following events shall also be compensation events: <i>N/A</i>
GCC 56	Currencies: Payments shall be made in Uganda Shillings
GCC 58.1	Retention fee: The proportion of payments retained is 10% (ten percent) .
P	Liquidated damages: The liquidated damages for the whole of the Works are 0.5% per day. The maximum amount of liquidated damages for the whole of the Works is 10%(ten percent) of the final Contract Price. <i>In the event of the maximum amount of liquidated damages being reached before the works are</i>

	<i>completed, the client may consider alternative options for completion of the said works & subsequent recovery of losses & expenses incurred due to the delayed completion/termination.</i>
GCC 60	Bonuses: The Bonus for the whole of the Works is N/A. The maximum amount of Bonus for the whole of the Works is N/A
GCC 61.1	The Advance Payment will be equivalent to a maximum of 20% of the Contract Price and will be paid in the same currencies and proportions as the Contract Price. It will be paid to the Contractor within 30 days of the date of issue of the Advance payment certificate following submission of an acceptable Advance Payment Guarantee.
GCC 61.3	<p>Advance Payment Recovery: The Advance Payment will be repaid by deduction from interim payments calculated as follows until full repayment has been achieved.</p> $R = [Va / (Vt \times 0.80)] \times D$ <p>Where <i>R</i> = the amount to be repaid <i>Va</i> = the original amount of the advance <i>Vt</i> = the original Contract Price <i>D</i> = the amount of the interim payment pursuant to contract</p> <p>Always provided that the advance payment shall be completely repaid prior to the time when 80 percent of the original Contract Price has been certified for payment</p>
GCC 62.1	A Performance Security shall be required. The Performance Security shall be for 10% (ten percent) of the Contract Price: 6,056,500,000
GCC 62.3	Format of Performance Security: The standard form of Performance Security acceptable to the PDE shall be an Unconditional Bank Guarantee or insurance bond in the format presented in Section 9 of the contract form.
GCC 68.1	Operating and Maintenance Manuals: The date by which “as built” drawings are required is: 30 day after completion. The date by which operating and maintenance manuals are required is: 10 days.
GCC 68.2	Amount to be withheld: The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is 5% of the contract price.
GCC 70.1	Payment upon Termination: The percentage to apply to the value of the work not completed, representing the employer’s additional cost for completing the works, is: 20%
GCC 80.1	<p>Dispute Resolution: Any dispute arising under or in connection with this Contract shall first be referred to adjudication by an adjudicator appointed from the Uganda Institute of Professional Engineers (UIPE), who shall render a written decision within twenty-eight (28) days of receipt of notification of the dispute, provided that all necessary information required to make the decision has been supplied;</p> <p>Either Party may, within twenty-eight (28) days of the adjudicator’s decision, refer the dispute to arbitration if dissatisfied with the decision, and such arbitration shall be conducted in Kampala in accordance with the Arbitration and Conciliation Act, Cap. 5 and governed by the Arbitration Rules of International Centre for Arbitration and Mediation in Kampala; where neither</p>

Party refers the dispute to arbitration within the prescribed period, the adjudicator's decision shall become final and binding upon the Parties.

ANNEX C – STATEMENT OF REQUIREMENTS (SOR)

The Works comprise the construction of an 11-storey office building with one basement, total floor area 16,534 sqm. Detailed works include:

- Demolitions and removals
- Excavation and earthworks
- Concrete and reinforcement works
- Blockwork walling
- Mechanical systems installation
- Electrical systems installation
- Associated site works

ANNEX D – PROJECT IMPLEMENTATION SCHEDULE

Period	Activities
Months 1–3	Site handover, mobilisation, demolition, excavation
Months 4–12	Structural works (basement + 11 floors)
Months 13–18	Blockwork, mechanical and electrical first fix
Months 19–22	Finishes, M&E second fix
Months 23–24	Testing, commissioning, and handover

PROJECT CORRESPONDENCE

1. Handover of Drawings

Email Date: 22 August 2023

To: Mr Daniel Okumu

Project Director – Honest Contractors Ltd

dokumu@honestcontractors.co.ug.

Subject: *Handover of Construction Drawings and Feasibility Studies – UEA Headquarters Project*

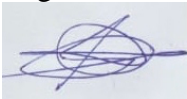
Dear Mr. Okumu,

Further to the execution of Contract No. UEA/WRKS/23–24/00056 on 22nd August 2023, we hereby transmit the final construction drawings and feasibility studies prepared by our Project Consultant for the UEA Headquarters Project at Plot 10, Mabuga Road, Kampala.

The documents are attached electronically, and hard copies are available for collection from our offices.

Kindly confirm receipt and confirm that site mobilisation is proceeding in accordance with the agreed schedule.

Regards,



Eng. Sarah Atwine

Head of Projects

Uganda Electricity Authority

satwine@UEA.co.ug

Tel: +256 414 259000

2. Water-Logging Notification

Email: m.wanyama@UEA.co.ug

Date: 14 September 2023

To: Eng. Wanyama, Eng. Michael Wanyama
Project Manager – UEA Headquarters Project

Subject: Material Change in Site Conditions – Request for Variation and Extension of Time

Dear Eng. Wanyama,

During excavation works undertaken on 28–30 August 2023, we encountered extensive groundwater intrusion and significant waterlogged conditions across the foundation footprint.

These conditions were not disclosed in the feasibility studies issued on 12 August 2023 and materially differ from the geotechnical assumptions forming the basis of our tender.

The condition necessitates redesign of the foundation system, additional dewatering measures, and structural adjustments.

Accordingly, we hereby notify you of:

1. A material change in site conditions;
2. A request for variation to the specifications.
3. A request for a 12-month Extension of Time; and
4. A request for equitable adjustment of the Contract Price (estimated at approximately 50% increase, subject to detailed quantification).

We remain ready to proceed upon your instruction.

Yours sincerely,



Daniel Okumu

Project Director

Honest Contractors Ltd

dokumu@honestcontractors.co.ug

Tel: +256 772 000000

3. Project Manager's Instruction

Email: eng.wanyama@gmail.com

Date: 20th September, 2023

To: Eng. Wanyama,

Subject: Material Change in Site Conditions – Instruction to Proceed

Dear Mr Okumu,


We acknowledge your notification dated 14 September 2023.

You are hereby instructed to proceed with implementing the necessary revised design and foundation measures required to address the waterlogged conditions.

Kindly submit detailed variation particulars and cost implications for processing. The variation claim will be submitted internally for approval in accordance with the Contract.

Please ensure progress is maintained to mitigate delay.

Regards,



Eng. Michael Wanyama
Project Manager – UEA Headquarters Project
m.wanyama@UEA.co.ug
Tel: +256 414 259112

4. Payment Delay Concern

Email: eng.wanyama@gmail.com.

Date: 28 November 2024

Subject: December 2024 Progress Report and Outstanding Payment Concern

Dear Eng. Wanyama,

Please find attached our December 2024 Progress Report and Interim Payment Application No.9.

We note with concern that certified amounts remain outstanding beyond the contractual payment period.

We respectfully request expedited processing, as delayed payments are affecting site cash flow and supplier commitments.

We remain committed to maintaining progress on site.

Kind regards



Daniel Okumu

Honest Contractors Ltd

5. Payment Assurance

Email: dokumu@honestcontractors.co.ug

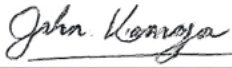
Date: 31st December 2024

Subject : **Outstanding Payment – Processing Status**

Dear Mr Okumu,

We confirm that the Finance Department is processing the outstanding interim payments.
Kindly continue with the work as the payment cycle is being finalized.
We appreciate your continued cooperation.

Regards,



Eng. Michael Wanyama
UEA

6. Final Invoice Submission

Email: eng.wanyama@gmail.com.

Date: 14 April 2026

Subject: **Submission of Final Invoice and Completion Documents – UEA Headquarters**

Dear Eng. Wanyama,

We hereby confirm completion of the UEA Headquarters Project as of 14th April 2026

Attached please find:

- Final Account Statement;
- Completion Certificates;
- Variation Summary;
- Extension of Time claim particulars.

We request prompt processing of the Final Invoice in accordance with the Contract.

Yours faithfully,



Daniel Okumu

Honest Contractors Ltd

7. Refusal to Pay Variation

Email: dokumu@honestcontractors.co.ug

Date: 18th April 2026

Subject: **Final Invoice – Variation Components**

Dear Mr Okumu,

Following internal review, we regret to inform you that UEA is unable to process payment for variation-related works referenced in your final account.

The requisite Employer approvals were not formally obtained as required under the Special Conditions of Contract.

We shall revert regarding certified base contract amounts.

Regards,



Eng. Michael Wanyama

UEA

WITHOUT PREJUDICE & SUBJECT TO CONTRACT

Date: 25 March 2026

From:
Eng. Sarah Atwine
Head of Projects
Uganda Electricity Authority (UEA)

To:
Mr. Daniel Okumu
Projects Director
Honest Contractors Ltd

Dear Mr. Okumu,

Subject: Without Prejudice Settlement Proposal – UEA Headquarters Project

Without prejudice to UEA's jurisdictional objections and rights under Contract No. UEA/WRKS/23–24/00056, UEA proposes the following framework for amicable settlement:

1. Payment of all certified interim payment certificates currently outstanding;
2. Partial settlement of prolongation costs subject to verification;
3. Rejection of liability for variation works not formally approved in accordance with procurement requirements;
4. Mutual waiver of liquidated damages and delay-related claims;
5. Mutual release of all claims arising out of delay and prolongation.

This proposal is made strictly on a without prejudice basis and shall not constitute an admission of liability.

Regards,



Signed:

Eng. Sarah Atwine
Head of Projects
Uganda Electricity Authority

SITE MEETING MINUTES

Project:Construction of Proposed UEA Headquarters

Meeting No.: Extraordinary Site Coordination Meeting No. 4

Date: 5 October 2023

Venue: UEA Site Offices, Plot 10 Mabuga Road, Kampala

Chairperson:Eng. Michael Wanyama (Project Manager)

ATTENDANCE

Uganda Electricity Authority (UEA)

- Eng. Sarah Atwine — Head of Projects
- Eng. Michael Wanyama — Project Manager
- Mr. Joseph Ssemanda — Contracts Officer

Honest Contractors Ltd

- Mr. Daniel Okumu — Projects Director
- Eng. Robert Kaggwa — Site Engineer
- Ms. Patricia Nambassa — Commercial Manager

Structural Consultants Ltd

- Eng. David Byaruhanga — Lead Structural Engineer

AGENDA

1. Groundwater intrusion
2. Revised foundation proposals
3. Delay mitigation
4. Variation cost implications
5. Procurement approval requirements

KEY EXTRACTS

Eng. Michael Wanyama stated:

“The Employer accepts that the groundwater conditions materially exceed what was contemplated at tender stage.”

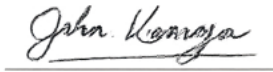
However, during discussion regarding variation valuation, Eng. Sarah Atwine clarified:

“Formal approval of any substantial variation remains subject to Contracts Committee review and applicable procurement approvals.”

ACTION ITEMS

Item	Responsible Party	Deadline
Submit revised foundation drawings	Structural Consultants Ltd	12 Oct 2023
Submit preliminary variation valuation	Honest Contractors Ltd	15 Oct 2023
Seek internal procurement guidance	UEA Contracts Office	20 Oct 2023

Signed:



Eng. Michael Wanyama
Project Manager

Approved by:



Eng. Sarah Atwine
Head of Projects
Uganda Electricity Authority

RESPONSE TO THE REQUEST FOR ARBITRATION

IN THE MATTER OF AN ARBITRATION UNDER THE ICAMEK ARBITRATION RULES
AND THE ARBITRATION AND CONCILIATION ACT (CAP. 5)
BETWEEN:

Honest Contractors Ltd
Claimant

AND

Uganda Electricity Authority (UEA)
Respondent

INTRODUCTION

1. The Respondent admits that a construction contract was executed between the parties on or about 9 August 2023 in respect of the construction of the proposed UEA Headquarters at Plot 10, Mabuga Road, Kampala.
2. Save as expressly admitted herein, the Respondent denies each and every allegation contained in the Request for Arbitration.
3. The Respondent objects to the jurisdiction of the Arbitral Tribunal and challenges the validity and enforceability of the arbitration agreement relied upon by the Claimant.
4. The Respondent states that the alleged contract forming the basis of these proceedings is invalid and unenforceable for want of approval by the Attorney General as required under the laws of Uganda.
5. The Respondent avers that under Article 119(4)(b) of the Constitution of the Republic of Uganda and the relevant provisions governing public contracts entered into by statutory bodies and government agencies, all contracts to which the Government or a public authority is a party require clearance and approval by the Attorney General.
6. The Respondent shall contend that the absence of such approval renders the purported contract void and unenforceable ab initio.
7. Consequently, the arbitration clause contained in the said contract is likewise invalid and incapable of conferring jurisdiction upon the Arbitral Tribunal.
8. The Respondent therefore raises a preliminary objection and requests that the Tribunal decline jurisdiction over the dispute.
9. The Respondent shall further contend that the Tribunal lacks jurisdiction because the dispute was not referred to the adjudicator.
10. The Respondent admits paragraphs 1 to 7 of the Request for Arbitration only to the extent that they relate to the existence of negotiations, execution of contractual documentation, and commencement of works.
11. The Respondent denies that the Claimant is entitled to the reliefs sought.
12. The Respondent states that any delays complained of by the Claimant were substantially contributed to by:
 - a. failure to maintain and work within the agreed construction schedule
 - b. delays were attributable to the Claimant's own subcontractors and suppliers.
13. The Respondent shall further aver that any design reviews or clarifications issued during implementation were within the ordinary scope of contract administration and did not automatically entitle the Claimant to an extension of time or additional compensation.

The Respondent respectfully requests that the Tribunal:

- a. Declare that it has no jurisdiction to determine this dispute;
- b. Declare that the Claimant is not entitled to any variation sums related to the contract
- c. Grant such further or other relief as the Tribunal deems just and equitable.

Respectfully submitted,

For and on behalf of



Uganda Electricity Authority

FEASIBILITY STUDY EXTRACT – GEOTECHNICAL SUMMARY

Date: 12th August 2023

Issued by: UEA Project Consultant

Project: Proposed UEA Headquarters

Location: Plot 10, Mabuga Road, Kampala

1. Soil Profile Summary

Preliminary borehole tests indicate:

- Topsoil layer: 0–1.2m
- Firm silty clay: 1.2m–4.8m
- Dense lateritic clay: below 4.8m

No abnormal soil instability identified.

2. Groundwater Conditions

The study assumes **normal seasonal moisture content**. No significant groundwater intrusion was recorded during borehole sampling.

3. Foundation Recommendation

Conventional reinforced concrete pad and strip foundations are considered adequate for the proposed 11-storey structure with basement.

4. Limitations

This study is based on limited borehole sampling and seasonal conditions prevailing at the time of investigation.

Notably absent: Any disclosure of high-water table risk, subsurface aquifer presence, or requirement for permanent dewatering systems.

SITE EXCAVATION PHOTOGRAPHS (WATER-LOGGED CONDITIONS)

Date: 13–14 August 2023

Photo 1:

Image showing foundation trench filled with standing groundwater (approx. 1.2m depth).

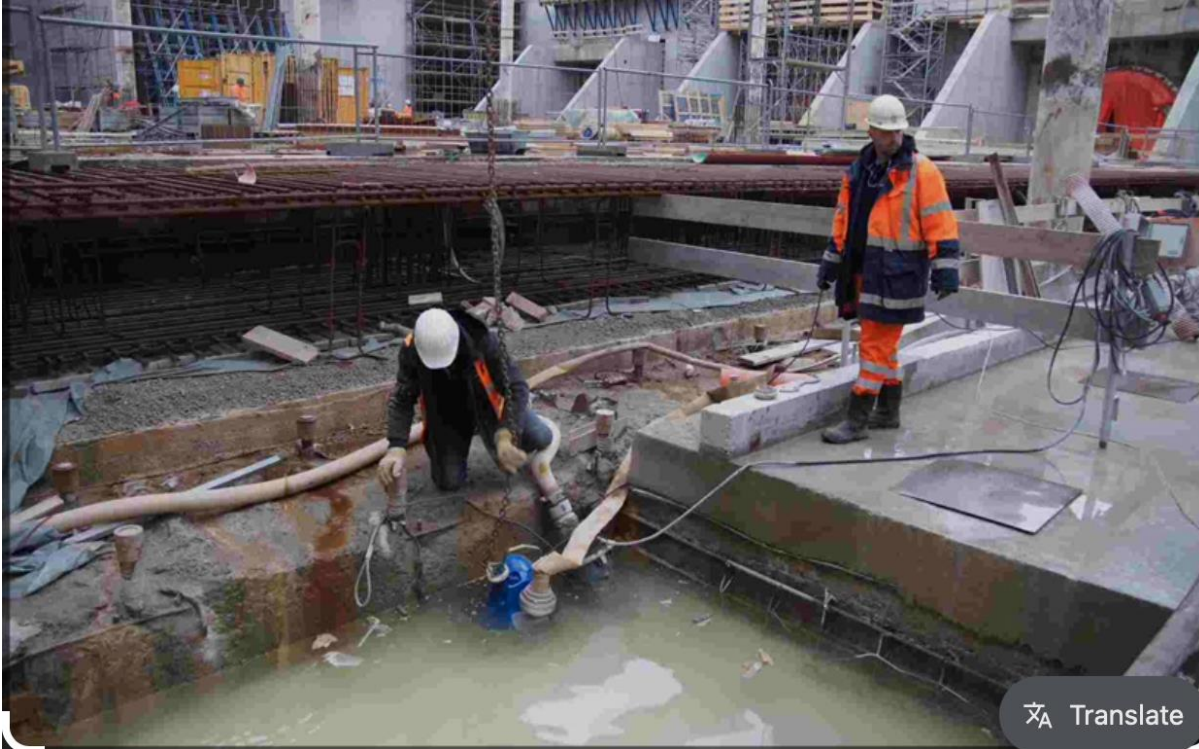


Photo 2:

Excavator partially submerged in waterlogged excavation pit.



Photo 3:

Continuous groundwater seepage from trench wall at 2.4m depth.



Photo 4:

Temporary pumping system installed to prevent collapse of excavation sides.



Certified by: Daniel Okumu
Project Director
Honest Contractors Ltd

SITE ENGINEER'S TECHNICAL MEMORANDUM

Date: 15 August 2023

To: Project Director

From: Eng. Robert Kaggwa, Site Engineer

Subject: Subsurface Water Intrusion – Technical Assessment

Findings:

1. Extensive groundwater intrusion across the entire foundation footprint.
2. Water table encountered at approximately 1.8m depth.
3. Soil shear strength is reduced due to saturation.
4. Original foundation design is structurally unsafe under saturated conditions.

Conclusion: The conditions materially differ from those described in the feasibility study dated 12 August 2023.

Recommendation:

- Immediate redesign of the foundation system.
- Installation of a continuous dewatering system.
- Structural modification to raft/piled hybrid foundation.

Signed,



Eng. Robert Kaggwa

REVISED FOUNDATION DESIGN DRAWINGS

Date: August 2023

Prepared by: Structural Consultants Ltd

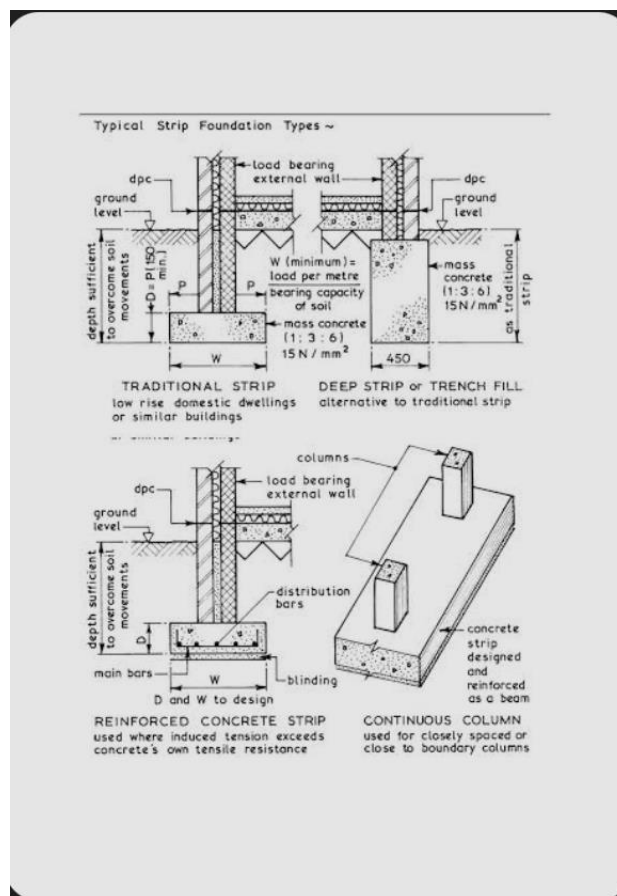
Design Modifications:

- Replacement of pad foundations with reinforced raft foundation.
- Introduction of micro-piling system.
- Installation of subsoil drainage network.
- Waterproof membrane system for basement structure.

Drawing References:

- Drawing No. STR-REV-01
- Drawing No. STR-REV-02
- Drawing No. STR-REV-03

Approved for construction pursuant to the Project Manager's instruction dated 6 March 2026.



DEWATERING SUBCONTRACT AGREEMENT

Date: 25 October 2023

Parties:

Honest Contractors Ltd
and
AquaDrain Engineering Services Ltd

Scope:

- Installation of high-capacity dewatering pumps.
- Continuous pumping system for 9 months.
- Subsurface drainage channel construction.

Contract Sum: UGX 8,750,000,000

Emergency Basis: Agreement entered into following the Project Manager's instruction to proceed.

Signed by both parties.



Honest Contractors Ltd



Aqua Drain Engineering Services Ltd

COST BREAKDOWN – VARIATION WORKS

Date: August 2023

Item Description	Amount (UGX)
1 Dewatering operations	8,750,000,000
2 Raft foundation concrete increase	6,900,000,000
3 Steel reinforcement increase	5,200,000,000
4 Micro-piling works	7,300,000,000
5 Additional labour & plant	4,600,000,000
6 Extended preliminaries	3,450,000,000
Total Variation Cost:	UGX 36,200,000,000

CRITICAL PATH DELAY ANALYSIS REPORT

Date: 12 January 2024

Prepared by: East Africa Construction Delay Experts Ltd

Executive Summary:

- Unforeseen groundwater conditions caused a redesign delay of 4 months.
- Dewatering operations extended substructure works by 6 months.
- Structural redesign procurement caused a further 2 months' delay.

Total Critical Delay: **12 calendar months.**

Conclusion: Delay attributable to unforeseen site condition, not contractor inefficiency.

INTERIM PAYMENT CERTIFICATES (EXTRACTS)

Period: 2026

IPC No. 7 – Certified Amount: UGX 4,800,000,000

IPC No. 8 – Certified Amount: UGX 5,100,000,000

IPC No. 9 – Certified Amount: UGX 5,450,000,000

Total Certified but Outstanding; **UGX 15,350,000,000**



Certified by Project Manager.

FINAL ACCOUNT STATEMENT

Date: 20 April 2026

Summary of Outstanding Sums:

Category	Amount (UGX)
Unpaid certified sums	15,350,000,000
Variation works	36,200,000,000
Prolongation costs	5,800,000,000
Financing charges	1,950,000,000

INTERNAL UEA MEMORANDUM

Date: 16th April 2026

To: Director Finance

From: Head of Projects

Subject: Variation Approval – UEA Headquarters

The variation relating to groundwater mitigation was not submitted for formal Attorney General clearance prior to execution. Payment processing for variation components is therefore withheld pending legal guidance.

PROOF OF COMPLETION & OCCUPANCY EVIDENCE

Date: 17 April 2026

Documents Attached:

- Completion Certificate signed by Project Manager (14 April 2026)
- Photographs of operational UEA Headquarters
- Staff occupancy records
- Official opening ceremony programme

These documents confirm that UEA has taken possession and beneficial use of the Works.

NOTICE OF REFERRAL TO ADJUDICATION

Date: 16 January 2026

From: Honest Contractors Ltd

To: Uganda Institute of Professional Engineers (UIPE)

Subject: Referral of Dispute Under Clause 6 of the SCC

The Contractor hereby refers the dispute concerning:

- extension of time;
 - variation works;
 - payment certification;
 - and prolongation costs
- to adjudication pursuant to Clause 6 of the Special Conditions of Contract.

The Contractor requests appointment of an adjudicator within 7 days.

Signed:



Daniel Okumu
Projects Director
Honest Contractors Ltd

UEA RESPONSE TO ADJUDICATION NOTICE

Date: 24 January 2026

UEA objects to the referral on grounds that:

- the adjudicator lacks jurisdiction over variation claims exceeding the original procurement scope;
- the alleged variations were never lawfully approved;
- and the dispute concerns matters requiring Attorney General determination.

UEA reserves all jurisdictional objections.

Signed:



Eng. Sarah Atwine

ADJUDICATOR'S PROVISIONAL DIRECTION

Date: 12 February 2026

The Adjudicator notes:

- serious jurisdictional objections have been raised;
- substantial questions concerning legality of procurement approvals arise;
- the dispute appears intertwined with issues potentially exceeding adjudicator authority.

The Adjudicator declines to issue a final determination pending clarification by the parties.

Signed:

A rectangular box containing a handwritten signature in black ink, which appears to be 'P. Nsubuga'.

Eng. Peter Nsubuga
Appointed Adjudicator

RESPONDENT CRITICAL PATH ANALYSIS

Prepared by: Quantum Africa Consulting Ltd

Key Findings

1. Only 4 months of delay attributable to groundwater conditions.
2. Contractor experienced:
 - labour shortages;
 - steel procurement delays;
 - subcontractor inefficiencies.
3. Contractor failed to mitigate delays despite repeated instructions.
4. Concurrent delay existed between:
 - foundation redesign;
 - contractor under-resourcing.
5. Contractor's revised works programme was submitted 74 days late.

Conclusion

The Contractor is not entitled to a full 12-month EOT.



For and on behalf of

Quantum Africa Consulting Ltd

INTERNAL LEGAL MEMORANDUM

Date: 18 March 2026

From: UEA Senior Legal Officer

Subject: Legal Concerns Regarding Variation Approval

The cumulative variation claims now exceed:

- 59% of the Original Contract Price.

Concerns arise whether:

- the variations fundamentally altered the original procurement;
- a fresh procurement process was legally required;
- continued payment may violate the PPDA Act;
- Attorney General clearance became mandatory.

Potential exposure exists regarding:

- unlawful expenditure of public funds;
- ultra vires commitments by project personnel.

Recommendation:

Immediate suspension of variation processing pending legal review.

RESPONDENT GEOTECHNICAL REVIEW

Date: 8 February 2026

Prepared by:

GeoConsult Africa Ltd

Consulting Geotechnical and Hydrogeological Engineers
Plot 22 Yusuf Lule Road
Kampala, Uganda

Lead Author:

Dr. Isaac Mugenyi, PhD (Geotechnical Engineering)
Registered Engineer No. UIPE/GE/4421

Commissioned by:

Uganda Electricity Authority (UEA)

Subject:Independent Review of Groundwater Conditions – UEA Headquarters Project

Findings

1. Evidence of seasonal groundwater fluctuations was observable from nearby developments.
2. Contractor failed to conduct:
 - supplemental borehole testing;
 - hydrogeological verification;
 - independent subsurface analysis.
3. A prudent contractor experienced in Kampala basement construction would reasonably anticipate groundwater intrusion risks.

Conclusion

Groundwater conditions were foreseeable and commercially manageable.

A rectangular box containing a handwritten signature in blue ink. The signature is cursive and appears to read 'Isaac Mugenyi'.

Dr. Isaac Mugenyi, PhD (Geotechnical Engineering)

**IN THE ARBITRATION
BETWEEN
Honest Contractors Ltd**

*Claimant
and*

Uganda Electricity Authority (UEA)

Respondent

PROCEDURAL ORDER NO. 1

Administered by the International Centre for Arbitration and Mediation in Kampala (ICAMEK)

1. Constitution of the Tribunal

1.1 This arbitration is conducted pursuant to the ICAMEK Arbitration Rules and the Arbitration and Conciliation Act (Cap. 5).

1.2 By confirmation of appointment dated 15 November 2026, the Tribunal was duly constituted as follows:

- President of the Tribunal Prof. Grace Ekechuku FCIArb
- Co-Arbitrator Eng. James Tutu FCIArb FICCP
- Co-Arbitrator Mr. Martin Owala SC FCIArb

1.3 The Tribunal confirms that it has been properly constituted and that no challenge to its composition is pending.

2. Seat, Venue, and Language

2.1 The seat (legal place) of arbitration is **Kampala, Uganda**.

2.2 Hearings shall be conducted in Kampala unless otherwise directed.

2.3 The language of the arbitration shall be **English**.

3. Applicable Law

3.1 The substantive law governing the Contract shall be the **laws of the Republic of Uganda**.

3.2 The procedural law governing the arbitration shall be the **Arbitration and Conciliation Act (Cap. 5)**.

3.3 The arbitration shall be administered in accordance with the **ICAMEK Arbitration Rules**.

4. Issues to Be Determined

Without prejudice to the Parties' right to refine or supplement their positions, the Tribunal directs that the following issues shall be addressed in the pleadings:

Jurisdictional Issues

1. Whether the Tribunal has jurisdiction under the arbitration agreement.
2. Whether the alleged absence of Attorney General approval affects the validity or enforceability of the Contract and/or arbitration clause.

Merits

3. Whether the water-logged site condition constituted a compensable event or variation.
4. Whether the Respondent is entitled to a 12-month Extension of Time.
5. Whether the Respondent is entitled to additional payment for variation works and prolongation costs.

Remedies

6. Interest, quantum, and allocation of costs.

5. Bifurcation

5.1 The Tribunal has considered the Parties' preliminary positions.

5.2 Jurisdictional objections shall be heard together with the merits, unless the Tribunal subsequently determines otherwise.

6. Procedural Timetable

The following timetable is adopted:

- Claimant's Memorial: 15 January 2027
- Respondent's Memorial: 28 February 2027
- Claimant's Reply: 31 March 2027
- Respondent's Rejoinder: 30 April 2027
- Document Production (if required): 15 May 2027
- Oral Hearing: 10–12 June 2027

7. Evidence

7.1 Each Party shall submit witness statements and expert reports together with its Memorial.

7.2 No new evidence shall be introduced without leave of the Tribunal.

8. Costs

The issue of costs is reserved for determination in the Final Award.

Signed electronically on 20 May 2026



President of the Tribunal

On behalf of the Arbitral Tribunal