

ICCA

INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION

ICCA
PROJECTS

Research Group on
Arbitrator Immunity

MOROCCO

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SURVEY RESPONSES ON ARBITRATOR IMMUNITY – MOROCCO

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MOROCCO			
I. Definitions		Yes/No/NA	Comments, if any.
I.1.	<p>“Arbitrator”</p> <p>For the purpose of this survey, an “arbitrator” is a person appointed by the parties, on behalf of the parties, or by an institution to adjudicate a dispute under an arbitration agreement, either alone or as one member of an arbitral tribunal. When answering the questions in this survey, please include all regulations, standards, or duties that apply to or include arbitrators but not those that apply solely to mediators.</p>		
I.2.	<p>“Legislation”</p> <p>For the purpose of this survey, “legislation” includes laws in force and any draft bills or legislative initiatives that are currently at an advanced stage, including for example if the proposal is before a legislative body for vote or approval. It is helpful to signal the content and status of any such legislative initiatives in this survey, so that readers can also be aware of changes that may be forthcoming.</p>		<p>Law No. 95-17 on Arbitration and Conventional Mediation Law No. 95-17 on Arbitration and Conventional Mediation (la Loi n° 95-17 relative à l’arbitrage et à la médiation conventionnelle), published in the Official Bulletin No. 7108 of June 13, 2022.</p>

II. General		Yes/No/NA	Comments, if any.
II.1.	<p>What standards or duties (including ethical standards or duties) apply to arbitrators in your jurisdiction? Please briefly describe these standards or duties and cite to their legislative, regulatory, jurisprudential, or other basis.</p> <p>[Examples of such standards or duties may include:</p> <ul style="list-style-type: none"> - Duty to disclose potential conflicts of interest. - Duty of impartiality. - Duty of care/competence. - Duty to respect and maintain the confidentiality of the arbitration. - Duty to conduct the proceeding in an appropriate/fair/judicious manner. 	Yes	<p><i>Duty to disclose potential conflicts of interest:</i></p> <p>Legal basis: Art. 30 (3rd para).</p> <p>An arbitrator who accepts the appointment must declare in writing at the outset all circumstances likely to raise doubts about impartiality or independence.</p> <p><i>Duty of impartiality:</i></p> <p>Legal basis: Art. 30 (3rd para) & acceptance formalities under Art. 30 generally:</p> <p>The declaration obligation attests that arbitrators must remain impartial, and must disclose any links or relationships that might compromise neutrality.</p> <p><i>Duty of care/competence:</i></p> <p>Not explicitly stated in Law 95-17 as “duty of care,” but can be inferred from the overall requirement that arbitrators conduct proceedings competently, diligently, and fairly.</p> <p>It includes obligations such as:</p> <ul style="list-style-type: none"> - mastering the applicable legal framework, - adequately preparing for hearings, - issuing a reasoned award, - managing the process efficiently and professionally. <p>This type of standard is also implied in the general rules on civil liability for misconduct, as referenced in:</p> <ul style="list-style-type: none"> - Article 30, regarding resignation, - Article 31, on confidentiality (which, if breached, may signal incompetence or negligence), - Article 33, on due process and party equality.

			<p><i>Duty to respect and maintain the confidentiality of the arbitration:</i></p> <p>Legal basis: Art. 31 95-17</p> <p>Arbitrators are bound by professional secrecy, and unauthorized disclosure may trigger penal consequences under criminal law.</p>
II.2.	<p>In cases of potential arbitrator misconduct of a civil (as opposed to criminal) nature, what remedies or disciplinary measures are available in your jurisdiction <i>vis-à-vis</i> the arbitrator?</p> <p>Please provide citations to any relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	No	<p>No explicit articles in Law 95-17 provide for disciplinary measures (such as removal, fines, or formal sanctions) specifically directed at arbitrators for civil misconduct.</p> <p>However, Article 30 (paragraph 4) provides for civil liability in case an arbitrator withdraws without legitimate reason, if it causes prejudice to the parties:</p> <p style="text-align: center;"><i>“Tout arbitre qui se désiste de sa mission sans motif légitime après son acceptation peut être tenu responsable du préjudice causé.”</i></p> <p>Other than that, there are no articles providing procedures for complaints against arbitrators, referral to a regulatory or professional body, formal sanctions or disciplinary proceedings in civil (non-criminal) cases.</p>
II.3.	<p>Is there anything in the <u>legislation</u> of your jurisdiction recognizing a general principle of arbitrator liability and/or a principle that could provide a basis for an arbitrator to be subject to suit or found liable personally for breaches of any of the duties/standards described above?</p>	Yes	<p>Moroccan Law No. 95-17 on Arbitration and Conventional Mediation recognizes a principle of arbitrator liability. Specifically, Article 30, paragraph 4 provides that any arbitrator who withdraws from their mission without a legitimate reason after accepting it may be held civilly liable for the resulting harm. While the law does not explicitly provide for liability in cases of breach of other duties such as impartiality or confidentiality, this article establishes a general basis for holding arbitrators personally accountable when their conduct causes prejudice.</p>
II.4.	<p>Is there anything in the <u>jurisprudence/ other secondary sources of law</u> of your jurisdiction recognizing a general principle of arbitrator liability and/or a principle that could provide a basis for an arbitrator to be subject to suit or found liable personally for breaches of any of the duties/standards described above?</p>	No	<p>To date, there is no established jurisprudence or widely recognized secondary sources in Moroccan law that articulate a general principle of arbitrator liability beyond what is provided in Article 30 of Law 95-17. Moroccan case law remains limited on this issue, and scholarly commentary has not developed a consistent framework for holding arbitrators personally liable for breaches of their duties. As such, the legal basis for arbitrator liability outside the express provision of Article 30 remains largely untested in Moroccan jurisprudence.</p>

II.5.	Is there anything in the <u>jurisprudence/other secondary sources of law</u> of your jurisdiction that could provide a basis for an arbitrator generally to be subject to suit or found liable personally for acts or omissions in relation to an arbitration?	No	There is currently no clear jurisprudence or secondary source in Moroccan law that establishes a general basis for arbitrators to be personally sued or held liable for acts or omissions committed in relation to an arbitration. The only express legal basis remains Article 30 of Law 95-17, which limits liability to cases of unjustified withdrawal. Beyond this, Moroccan legal doctrine and case law have not developed a broader framework for arbitrator civil liability.
II.6.	If your answer to question II.3, II.4 or II.5 is yes, is there a corresponding statute of limitations or similar time-limit in your jurisdiction for the initiation of a claim against an arbitrator?	No	Moroccan law does not provide a specific statute of limitations for initiating a civil claim against an arbitrator under Law No. 95-17. In the absence of a special provision, the general rules of the Moroccan Code of Obligations and Contracts (Dahir des Obligations et des Contrats – DOC) apply. Under Article 387 of the DOC, the standard limitation period for civil claims is 15 years, unless a shorter period is provided by a specific text, which is not the case for arbitrator liability.
II.7.	If your answer to question II.3, II.4 or II.5 is yes, is there anything in the <u>legislation or jurisprudence/other secondary sources of law</u> of your jurisdiction that addresses the possibility of joint liability among the members of the tribunal, either <i>vis-à-vis</i> the parties or among themselves?	No	Under Moroccan Law No. 95-17, there is no explicit legislative provision or established jurisprudence that specifically addresses the issue of joint liability among members of an arbitral tribunal, either towards the parties or among themselves. The law treats arbitrators individually, and while Article 30 allows for civil liability in certain circumstances (e.g., unjustified withdrawal), it does not clarify whether liability is joint or several. Similarly, secondary sources and case law have not developed a clear principle on joint liability within the tribunal.

III. Limitations of Liability		Yes/No/NA	Comments, if any.
III.1.	<p>Is there a general principle of arbitrator immunity (<i>i.e.</i>, whereby an arbitrator is immune from civil liability for his or her activities undertaken as arbitrator) in your jurisdiction? If yes, is this immunity less than, equivalent to, or greater than the immunity, if any, afforded to judges or members of the judiciary?</p> <p>Please provide citations to any relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	No	<p>Under Moroccan law, there is no general principle of civil immunity for arbitrators. Law No. 95-17 on arbitration and conventional mediation, enacted by Dahir No. 1-22-76 of June 30, 2022, does not contain any express provision granting arbitrators civil immunity for acts performed in the course of their duties.</p>
III.2.	<p>Is there anything in the <u>legislation</u> of your jurisdiction that otherwise limits an arbitrator’s personal civil liability?</p>	No	<p>Law No. 95-17 on Arbitration and Conventional Mediation does not provide any immunity or specific limitation of civil liability for arbitrators. Arbitrators remain fully liable, both civilly and criminally, for breaches of their duties, particularly regarding impartiality, independence, and professional secrecy.</p>
III.3.	<p>Is there anything in the <u>jurisprudence/ other secondary sources of law</u> of your jurisdiction that otherwise limits an arbitrator’s personal civil liability?</p>	Yes	<p>Law No. 95-17 on arbitration and mediation contains no provision expressly limiting the personal civil liability of arbitrators. Similarly, there is no established jurisprudence recognizing such a possibility. Moroccan courts adopt a cautious approach when it comes to holding arbitrators liable, due in particular to the contractual and consensual nature of their mission, as well as the obligation to uphold principles of impartiality, confidentiality, and diligence.</p> <p>However, no published judicial decision has, to date, clearly established any form of immunity or a specific legal framework limiting the liability of arbitrators.</p> <p>Doctrine, for its part, acknowledges the possibility for arbitrators to agree with the parties on a clause limiting or excluding their liability, based on the principle of party autonomy. For example, it may be stipulated that the arbitrator shall not be held liable for damages arising from errors committed in the performance of his duties, provided such errors do not constitute gross negligence or willful misconduct.</p>

			<p>Several provisions of the Dahir of Obligations and Contracts (DOC) confirm the validity of limitation or indemnity clauses. However, contractual freedom is constrained by rules of public policy, particularly regarding the exclusion of liability for serious misconduct.</p> <p>Thus, Article 232 of the DOC provides:</p> <p style="text-align: center;"><i>“A person may not stipulate in advance to be released from liability for his own fraud or gross negligence.”</i></p> <p>According to this doctrinal view, it follows that a contractual agreement between the arbitrator and the parties including a liability waiver clause for contractual breach is, in principle, valid, unless it aims to cover gross negligence or willful misconduct. This doctrinal solution allows for a degree of contractual flexibility in regulating the arbitrator’s liability, in the absence of a clear legislative or jurisprudential regime in this respect.</p>
<p>III.4.</p>	<p>If your answer to question III.1, III.2, or III.3 is yes, are there any exceptions to that immunity or limitation of liability?</p> <p>For example, is there any exception to an arbitrator’s immunity from suit or limitation of liability where the arbitrator’s alleged misconduct involves fraud, bad faith, negligence, or intentional wrongdoing (to the extent these concepts are recognized in your jurisdiction’s legal framework)?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>No</p>	<p>In Moroccan law, the contractual freedom of parties to limit or exclude liability is not absolute. It is subject to public policy rules that restrict such freedom, especially regarding limitation or exemption clauses of liability and guarantees.</p> <p>A fundamental rule is the prohibition of exemption from liability in cases of fraud (dol) or gross negligence (faute lourde), as established by Article 232 of the Dahir of Obligations and Contracts (DOC), which states:</p> <p style="text-align: center;"><i>“It is not permissible to stipulate in advance the exemption from liability of a person for their fraud or gross negligence.”</i></p> <p>Therefore, even if the arbitrator and the parties agree on a liability exemption clause for contractual breaches, such a clause will be null and void in cases of fraud or gross negligence committed by the arbitrator.</p> <p>However, it is possible to agree on an exemption of liability for fraud or gross negligence committed by third parties employed by the arbitrator in the execution of their duties.</p> <p>In conclusion, exceptions to arbitrator immunity or limitation of liability exist under Moroccan law when the arbitrator’s conduct amounts to fraud, gross negligence, or a serious breach of obligations.</p>

<p>III.5.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of limitation of liability clauses found in arbitral institution rules?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant limitation of liability language and its source (<i>i.e.</i>, UNCITRAL Arbitration Rules 2010, American Arbitration Association Commercial Arbitration Rules, etc.). – A summary of the court’s findings as to the effectiveness of the limitation of liability clause in limiting or excluding an arbitrator’s liability. 	<p>No</p>	<p>While there is no published Moroccan court decision to date that directly examines the effectiveness of limitation of liability clauses in arbitral institutional rules, Article 45 of the Casablanca International Mediation and Arbitration Centre (CIMAC) Arbitration Rules provides an important institutional source. It sets out a limitation of liability clause protecting the Centre, its staff, the Court (including its members and President), the Secretariat, arbitrators, and tribunal-appointed experts from any liability in connection with arbitrations conducted under the CIMAC Rules, except in two cases:</p> <ol style="list-style-type: none"> 1. Where it is proven that the act or mission in question constituted a wrongful act committed knowingly and deliberately; 2. Where such a limitation is expressly prohibited by the applicable law. <p>This clause reflects a common practice among international arbitral institutions to limit exposure to liability. However, in the absence of Moroccan jurisprudence interpreting or enforcing Article 45 specifically, its effectiveness under Moroccan law remains uncertain. According to Article 232 of the Dahir des Obligations et des Contrats, advance waivers of liability for fraud or gross negligence are invalid, which may restrict the enforceability of CIMAC’s exclusion clause to the extent it conflicts with these mandatory provisions.</p> <p>Thus, while CIMAC’s rules do contain a detailed limitation of liability provision, its full legal effect under Moroccan law would likely depend on the nature of the alleged misconduct and whether the conduct qualifies as intentional or grossly negligent under Moroccan civil law standards.</p>
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<p>III.6.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of limitation of liability clauses or indemnity clauses (<i>i.e.</i>, clauses by which the parties to the arbitration agree to cover any losses or damages suffered by the arbitrators in a potential suit, or to otherwise hold the arbitrators harmless) found in an arbitration’s procedural materials – <i>i.e.</i>, Terms of Reference, Terms of Appointment, Procedural Order No. 1, etc.?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The limitation of liability or indemnity language found in the relevant procedural material (if available). – A summary of the court’s findings as to the effectiveness of the limitation of liability or indemnity clause in limiting or excluding an arbitrator’s liability. 	<p>No</p>	<p>In Moroccan law, there is no known jurisprudence or secondary source that addresses the effectiveness of limitation of liability or indemnity clauses contained in an arbitration’s procedural documents such as Terms of Reference, Terms of Appointment, or Procedural Order No. 1. These types of clauses, while potentially included in practice, have not been tested before Moroccan courts, and no published decisions have examined their legal effect in the context of arbitrator liability.</p> <p>Given this absence, Moroccan courts would likely approach such clauses through the lens of general contract law principles found in the Dahir des Obligations et des Contrats (DOC). As previously mentioned, Article 232 of the DOC prohibits any prior contractual clause that seeks to exempt a party from liability in cases of fraud or gross negligence. Therefore, even if an indemnity or limitation clause were included in procedural materials, it would not be enforceable under Moroccan law if the arbitrator’s alleged misconduct involves intentional wrongdoing or gross fault.</p> <p>In conclusion, while parties may include such clauses in arbitral procedural documents, their enforceability remains legally uncertain in Morocco and would be subject to judicial scrutiny and public policy limitations.</p>
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<p>III.7.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of a clause limiting the arbitrators' liability found in the parties' arbitration agreement?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant limitation of liability language in the parties' arbitration agreement. – A summary of the court's findings as to the effectiveness of the limitation of liability clause in limiting or excluding an arbitrator's liability. 	<p>No</p>	<p>In Moroccan law, there is no existing jurisprudence or secondary legal source that addresses the effectiveness of a clause limiting arbitrators' liability contained in the parties' arbitration agreement.</p> <p>Although parties are generally free to determine the rules governing their arbitration, this contractual freedom is limited by mandatory provisions of Moroccan law, particularly those relating to civil liability.</p> <p>Specifically, Article 232 of the Dahir des Obligations et des Contrats (DOC) prohibits any advance agreement that would exempt a person from liability for fraud (dol) or gross negligence (faute lourde).</p> <p>As such, even if a limitation of liability clause is expressly included in the arbitration agreement, it would not be enforceable in cases where the arbitrator's misconduct involves intentional wrongdoing or serious fault.</p>
<p>III.8.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> comment on whether the <i>source</i> of the limitation of liability or indemnity language (<i>i.e.</i>, institutional rules v. procedural order v. terms of reference v. arbitration agreement) was relevant to the court's finding?</p> <p>If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.</p>	<p>No</p>	

<p>III.9.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> comment on whether the particular language used in the relevant limitation of liability or indemnity clause was relevant to the court's finding?</p> <p>If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.</p>	<p>No</p>	<p>In Moroccan law, since there is no known jurisprudence or secondary source addressing the effectiveness of limitation of liability or indemnity clauses related to arbitrators' liability – whether in institutional rules, procedural materials, or arbitration agreements – there is likewise no commentary or judicial reasoning on the impact of the specific language used in such clauses on their enforceability.</p>
<p>III.10.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> comment on whether the moment in the arbitration when the relevant limitation of liability or indemnity clause was agreed to was relevant to the court's finding, <i>i.e.</i>, whether it was agreed to <i>ex ante</i> (in advance of the relevant arbitration proceeding having been initiated) or after the arbitration was commenced?</p> <p>If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.</p>	<p>No</p>	<p>In Moroccan law, there is no jurisprudence or secondary source that addresses whether the timing of agreement to a limitation of liability or indemnity clause, whether <i>ex ante</i> (before the arbitration commenced) or after, affects its validity or enforceability.</p>

<p>III.11.</p>	<p>To the extent there is any principle of arbitrator immunity or limitation of liability recognized in your jurisdiction (<i>i.e.</i>, if your answer to question III.1, III.2, or III.3 is yes), does that immunity or limitation of liability apply in proceedings in which a party is requesting interim relief (interim injunction, conservatory or similar temporary measures), as distinct from final relief (including damages), from an arbitrator?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>No</p>	<p>The Law No. 95-17 on arbitration and mediation does not provide any provision granting arbitrators immunity or limiting their liability in any phase of the arbitration, including interim measures such as injunctions or conservatory orders.</p> <p>Similarly, Moroccan courts have not developed any doctrine distinguishing the scope of arbitrator liability based on the nature of the relief sought (interim vs. final). Therefore, arbitrators remain potentially liable for any misconduct, whether during interim relief proceedings or the final award phase, subject to general rules of civil liability under Moroccan law.</p>
<p>III.12.</p>	<p>To the extent there is any principle of arbitrator immunity or limitation of liability recognized in your jurisdiction, (<i>i.e.</i>, if your answer to question III.1, III.2, or III.3 is yes), does that immunity or limitation of liability permit an arbitrator to refuse to serve as a witness or provide documents when subpoenaed, or otherwise compelled, by a judicial authority (for example, in enforcement proceedings)?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>No</p>	<p>In Moroccan law, as there is no recognized principle of arbitrator immunity or limitation of liability, the question of whether such immunity permits an arbitrator to refuse to serve as a witness or to provide documents when subpoenaed or compelled by a judicial authority does not arise.</p> <p>The Law No. 95-17 on arbitration and mediation does not provide arbitrators with any privilege or immunity exempting them from judicial requests or subpoenas, including in enforcement or annulment proceedings.</p>

III.13.	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether a limitation of liability clause found in arbitral institution rules, procedural materials, or the parties' arbitration agreement operates to permit an arbitrator to refuse to serve as a witness or provide documents when subpoenaed, or otherwise compelled, by a judicial authority?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source.</p>	No	<p>There is no known Moroccan case law or major secondary legal source specifically addressing whether a limitation of liability clause, found in institutional arbitration rules, procedural documents, or the arbitration agreement, permits an arbitrator to refuse to testify or produce documents when subpoenaed or otherwise compelled by a judicial authority.</p>
III.14.	<p>To the extent an arbitrator is permitted to be called upon to act as a witness in your jurisdiction but is otherwise bound by confidentiality obligations related to the underlying arbitration, is there any guidance (found in jurisprudence or elsewhere) as to how the arbitrator should proceed?</p>	N/A	
IV. Effectiveness of Professional Indemnity Insurance		Yes/No/NA	Comments, if any.
IV.1.	<p>Does the legal framework in your jurisdiction mandate professional indemnity insurance coverage for arbitrators?</p>	No	<p>Under The Law No. 95-17 on arbitration and mediation, there is currently no legal obligation requiring arbitrators to carry professional indemnity insurance.</p>
IV.2.	<p>Is there any <u>legislation or jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether acting as an arbitrator counts as an act constituting the practice of law?</p>	No	<p>In the context of Moroccan law, particularly under The Law No. 95-17 on arbitration and mediation, there is no specific legislation or jurisprudence explicitly addressing whether acting as an arbitrator constitutes the practice of law.</p>

<p>IV.3.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether the professional indemnity insurance policy of a law firm or barrister’s chambers covers activities undertaken by a member of that firm/chambers as arbitrator where the arbitrator has been appointed in an individual capacity (<i>i.e.</i>, rather than as a representative of the firm/chambers)?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant language of the professional indemnity insurance policy of the arbitrator’s law firm or barrister’s chambers (if available). – A summary of the court’s finding as to the scope of that policy’s coverage <i>vis-à-vis</i> the arbitrator’s activities as an arbitrator. 	<p>No</p>	<p>To date, there appears to be no jurisprudence or secondary legal sources in Moroccan law that specifically address whether a professional indemnity insurance policy of a law firm or a barrister’s chambers covers activities undertaken by a member acting as an arbitrator in a personal capacity. Moroccan law does not provide for detailed regulation or judicial interpretation regarding the scope of professional indemnity coverage in such contexts. In practice, arbitrators appointed in an individual capacity are generally considered to act independently, and the issue of insurance coverage in such cases remains untested and unregulated.</p>
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<p>IV.4.</p>	<p>If your answer to question IV.3 is no, is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether the professional indemnity insurance policy of a law firm or barrister's chambers covers activities undertaken by an employee or partner of that firm/chambers as a board member of an external organization (<i>i.e.</i>, a corporation, charity, etc.)?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant language of the professional indemnity insurance policy of the member's law firm or barrister's chambers (if available). – A summary of the court's finding as to the scope of that policy's coverage <i>vis-à-vis</i> the member's activities as a board member. 	<p>No</p>	<p>There is currently no jurisprudence or secondary legal sources under Moroccan law that address whether the professional indemnity insurance policy of a law firm or barrister's chambers extends to cover activities performed by an employee or partner acting as a board member of an external organization (such as a company, charity, or other entity).</p>
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<p>IV.5.</p>	<p>Assuming that there is coverage of the types envisioned in questions IV.3 and IV.4, is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether that coverage extends to breaches of cybersecurity and data privacy laws?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The nature of the alleged cybersecurity/privacy breach. – The relevant language of the professional indemnity insurance policy (if available). – A summary of the court’s finding as to the scope of that policy’s coverage <i>vis-à-vis</i> the alleged cybersecurity/privacy breach. 	<p>No</p>	<p>There is currently no jurisprudence or secondary legal sources under Moroccan law that address whether professional indemnity insurance coverage – assuming it exists for the types of activities described in questions IV.3 and IV.4 – extends to breaches of cybersecurity or data privacy laws. The Moroccan legal system has not yet developed specific case law or regulatory guidance on the intersection between professional liability coverage and violations of data protection or cybersecurity obligations.</p>
<p>IV.6.</p>	<p>Assuming that there is coverage of the type envisioned in question IV.3, please provide sample language from commonly used insurance policies that were found by those courts or secondary sources to cover work undertaken independently as an arbitrator.</p>	<p>No</p>	<p>There are no commonly used professional indemnity insurance policies in Moroccan law that have been identified by courts or secondary sources as covering work undertaken independently as an arbitrator. Moroccan law does not provide specific guidance or case law regarding the inclusion of independent arbitration activities within the scope of a law firm’s or barrister’s professional indemnity insurance.</p>

IV.7.	Are there any other issues that, in your view, a prospective arbitrator should be aware of in ensuring that their work as an arbitrator in your jurisdiction is covered by their law firm's or chamber's professional indemnity insurance policy?	No	Under Moroccan law, there are no specific guidelines or case law addressing the coverage of professional indemnity insurance for arbitrators. Therefore, prospective arbitrators should be aware that their work as an arbitrator is generally not considered within the scope of their law firm's or chamber's professional indemnity insurance. They should carefully review their insurance policy and, if necessary, seek separate or supplemental coverage to ensure protection for any potential claims arising from their arbitration activities.
V. Involvement of Arbitral Institutions		Yes/No/NA	Comments, if any.
V.1.	Is there any <u>jurisprudence</u> in your jurisdiction where an arbitral institution has been sued alongside an arbitrator?	No	There is currently no known jurisprudence in Morocco where an arbitral institution has been sued alongside an arbitrator. Moroccan case law on arbitration remains limited, and no reported decisions indicate claims against arbitral institutions jointly with arbitrators.
V.2.	Is there any <u>jurisprudence</u> in your jurisdiction where an arbitrator has been sued and then an arbitral institution subsequently intervened in the proceeding?	No	There is no reported jurisprudence in Morocco where an arbitrator has been sued and an arbitral institution has subsequently intervened in the same proceeding. Moroccan courts have not yet dealt with such situations publicly or in published decisions.
V.3.	<p>If your answer to question V.1 or V.2 is yes, in your experience, or to the extent this information is publicly available, did the arbitrator and arbitral institution defend the suit jointly, or did the arbitrator defend the suit on his/her own behalf, separate from any defense mounted by the institution?</p> <p>If the suit(s) was/were defended jointly, in your experience or, to the extent this information is publicly available, did the institution pay for the arbitrator's counsel fees?</p>	No	As there is no reported jurisprudence in Morocco involving lawsuits against arbitrators alongside arbitral institutions, or cases where institutions intervened in suits against arbitrators, there is consequently no available information or experience regarding whether such defenses were conducted jointly or separately, nor about who bore the costs of legal defense.

V.4.	If your answer to question V.1 or V.2 is yes, in your experience, or to the extent this information is publicly available, did the suit result in a settlement?	No	Since there are no reported cases in Morocco where arbitrators and arbitral institutions have been sued together or where institutions intervened in suits against arbitrators, there is no publicly available information or experience regarding any settlements resulting from such suits.
VI. Procedural Issues			
VI.1.	<p>Is there any <u>jurisprudence</u> in your jurisdiction where an arbitrator and/or arbitral institution was sued by a party, and the arbitrator or arbitral institution objected on the grounds of improper forum or venue?</p> <p>If yes, please provide a brief description of case(s), limited to one paragraph per case, including:</p> <ul style="list-style-type: none"> – The parties. – The type of misconduct alleged. – The nature and basis of the arbitrator’s or arbitral institution’s objection to venue. – The outcome of the objection (<i>i.e.</i>, whether the case proceeded to be heard or was dismissed for improper forum or venue) and the court’s reasoning for the same. 	No	As of the current state of Moroccan law and available jurisprudence, there are no reported cases in which an arbitrator or arbitral institution has been sued by a party and has raised an objection based on improper forum or venue.

<p>VI.2.</p>	<p>Is there any <u>legislation</u> or <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the potential consequences if a suit against an arbitrator is unsuccessful?</p> <p>For example, if a suit against an arbitrator is unsuccessful, what remedies would be available to the arbitrator? Moreover, would any sanctions be applicable to the unsuccessful party who brought the suit if it is found that the suit was frivolous?</p>	<p>No</p>	<p>As of now, there is no specific provision in Moroccan legislation or jurisprudence that directly addresses the consequences of an unsuccessful suit against an arbitrator. However, general civil and procedural rules apply and may offer protection to the arbitrator in such cases.</p> <p>If a suit against an arbitrator is unsuccessful, the arbitrator may, under Moroccan general tort principles (Articles 77 and 78 of the Dahir formant Code des Obligations et des Contrats), seek:</p> <ul style="list-style-type: none"> – Compensation for moral or material damages, especially if the claim has harmed the arbitrator’s reputation, career, or caused financial harm; – Reimbursement of legal costs, including attorney’s fees and other expenses, as per general litigation rules.
<p>VI.3.</p>	<p>While this survey generally focuses on the civil liability of arbitrators, if there is any relevant information from your jurisdiction related to claims for criminal liability brought against arbitrators, please include such information.</p>	<p>No</p>	<p>In our jurisdiction, there are no known cases of criminal liability claims brought against arbitrators. The applicable law (Law No. 95.17) does not specifically define the contours of arbitrators’ criminal liability, except for the reference made in Article 31 to the criminal legislation in cases of violation of professional secrecy. Even in such instances, no special provisions are established, and the general rules of the Penal Code would apply.</p>
<p>VI.4.</p>	<p>Is there any other information about your jurisdiction not already provided in your responses to the questions in this survey that is relevant to understanding and explaining arbitrator liability in your jurisdiction?</p>	<p>No</p>	<p>At this stage, there is no additional information specific to our jurisdiction beyond what has already been provided in the previous answers.</p>

ICCA RESEARCH GROUP ON ARBITRATOR IMMUNITY

Goals

The primary goal of the Arbitrator Immunity Research Group is to study questions of arbitrator liability and immunity, and to raise practitioners' and arbitrators' awareness of the current legal landscape. The project's goals include investigating the limits of arbitrator immunity, evaluating the effectiveness of language limiting arbitrator liability in procedural orders and institutional rules, and examining the impact and limitations of professional indemnity insurance.

Methodology

To understand the current global landscape of arbitrator immunity, the Research Group designed a detailed survey and selected sample jurisdictions for inclusion. The Research Group compiled a list of survey respondents for each jurisdiction by seeking recommendations for responsive, high-quality contributors who had previously participated in ICCA research projects, as well as recommendations from arbitral institutions and colleagues in the international arbitration community. After receiving the completed surveys, the research team collaborated with the respondents in two rounds of edits to improve clarity, understanding, and formatting.

Citations to this Research

Researchers and authors using this data should use the following citations to refer to this research:

- General citation to the project website: 'ICCA Research Group on Arbitrator Immunity' (Kate Brown de Vejar, Victoria Shannon Sahani, and Damien Nyer, eds., 2026), <https://www.arbitration-icca.org/research-group-arbitrator-immunity>
- Citation to the individual survey response: 'Survey Responses on Arbitrator Immunity for Morocco', in ICCA Research Group on Arbitrator Immunity (Kate Brown de Vejar, Victoria Shannon Sahani, and Damien Nyer, eds., 2026), <https://www.arbitration-icca.org/research-group-arbitrator-immunity>

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Disclaimers

- **Viewpoints Disclaimer:** The survey responses do not represent the viewpoints, opinions, or research of ICCA, its Governing Board or members, or the Research Group in general, or its individual members. The Research Group's editing process focused solely on enhancing clarity, comprehension, and formatting.
- **General Legal Disclaimer:** The information on this website and within the survey responses is for informational purposes only, and this information does not constitute legal advice. Because legal landscapes in these jurisdictions constantly evolve, the website might contain incorrect or out-of-date information. Readers must not act or refrain from acting based on this raw data. Readers should always seek independent, local legal advice regarding these topics.