

Arbitration Rules

Effective 1 January 2020



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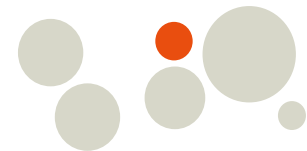
Madrid
International
Arbitration
Center

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I. General provisions

1. Scope of application

These Rules shall apply to arbitration proceedings administered by the Madrid International Arbitration Centre (*Centro Internacional de Arbitraje de Madrid*, CIAM).

2. Rules of interpretation

1. In these Rules:

- a) The “Centre” shall mean the Madrid International Arbitration Centre;
- b) Reference to the “arbitrators” shall be understood as being to the arbitral tribunal, composed of one or more arbitrators;
- c) References in the singular comprise the plural when there are multiple parties;
- d) Reference to the “arbitration” shall be equivalent to “arbitration proceedings;”
- e) Reference to the “Communication” shall mean all notifications, requests, documents, letters, notes or information addressed to any of the parties, to the arbitrators, or to the Centre;
- f) Reference to the “Contact details” shall mean the subject’s registered address, habitual residence, place of business, postal address, telephone, fax and email address.

2. The parties are deemed to submit any arbitration between them to the Centre where the arbitration clause submits the resolution of their differences to “the Centre,” to the “Rules of the Centre,” to the “arbitration rules of the Centre,” or where they use similar wording.



3. The parties shall be deemed to submit any arbitration between them to the Centre if, in compliance with the referral clause included in the Rules of the arbitration courts associated with the Centre, such courts have referred cases to the Centre in which the arbitration clause refers to any of these associated courts.
4. Submission to the Arbitration Rules shall be understood as being made to the Rules in force at the time the request for arbitration is filed, unless the parties have expressly agreed to submit to the Rules in force at the date of the arbitration agreement.
5. Reference to the “Arbitration Act” shall be understood as being made to the applicable arbitration legislation in force at the time the request for arbitration is filed.
6. It lies with the Centre, whether *ex officio* or at any of the parties’ or arbitrators’ request, to finally settle any doubt that may arise regarding the interpretation of these Rules.

3. Communications

1. Any communication between the parties, as well as any accompanying documents, shall be in digital format and sent electronically, except where this is not possible or where the Centre or the arbitrators order to deliver a hard copy.
2. In its first submission, each party shall designate an email address for communication purposes. Any communication to that party during the arbitration must be sent to that address. The parties shall also designate a physical address if necessary.
3. If a party fails to designate an address for communication purposes, and no such address has been established in the contract or arbitration agreement, communications to that party shall be addressed to its registered address, place of business or habitual residence.
4. If, following reasonable inquiry, it is not possible to determine any of the places mentioned in the previous paragraph, communications to the party concerned shall be addressed to the last registered address, habitual residence, place of business or known address of the recipient.



5. The party initiating the arbitration is responsible for providing the Centre with the respondent's details listed in items 2 and 3, until the respondent appears in the arbitration or designates an address for communications.

6. The parties must simultaneously provide each other and the Centre with copies of any communications, submissions and documents produced to the tribunal except as provided in Article 42(1). The same applies to any communications or decisions addressed by the arbitral tribunal to the parties or a party.

7. Communications shall be by email, but may also be via registered mail, certified mail, courier, fax or any other means that provides proof of sending and receipt.

8. Communications will be deemed received on the date of:

- a) Receipt at the email address;
- b) Receipt in person by the addressee;
- c) Receipt at the registered address, habitual residence, place of business or known address; or;
- d) Attempted delivery in accordance with the terms of paragraph 4 of this Article.

9. The parties may agree for communications to be made solely by electronic means via a communication platform specified or arranged for that purpose by the Centre.

4. Time limits

1. Unless otherwise specified, where time limits are stated in days from a particular date, that date shall be excluded from the calculation. The time period will run from the following day.

2. All communications will be deemed received on the date on which (i) they have been delivered or (ii) when delivery has been attempted in accordance with the previous Article.



3. Time limits will be calculated on the basis of calendar days. non-business days not being excluded unless the last day of the time limit is a non-business day in Madrid or at the place of arbitration. In that case, the time limit will be deemed extended and it shall run until the next business day.
4. The time limits established in these Rules are, in accordance with the circumstances of the case, subject to modification (including extension, reduction or suspension) by the Centre until the arbitral tribunal is constituted, and by the arbitrators thereafter, unless otherwise expressly agreed by the parties.
5. The Centre and the arbitrators will ensure compliance with the time limits at all times and will endeavour to avoid delays. Compliance with this aspect will be taken into account by the arbitrators when deciding on the costs of the arbitration, and by the Centre when setting the final fees of the arbitrators.
6. The parties may agree that certain days qualify as non-business days for the purposes of a specific arbitration.

II. Commencement of the arbitration

5. Request for arbitration

1. The arbitration proceedings shall commence with the filing of the request for arbitration before the Centre, which will record the date in the relevant register.
2. The request for arbitration shall contain, at least:
 - a) The full name, postal address, email address and other relevant details to identify and contact the claimant(s) and the respondent(s). In particular, the request must state the addresses to which communications to the aforesaid parties shall be sent under Article 3.
 - b) The full name, postal address, email address and other relevant details to identify and contact the claimant's legal counsel or legal representatives in the arbitration.



- c) A brief overview of the dispute.
- d) The relief sought and, if possible, its monetary amount.
- e) The deed, contract or legal transaction from which the dispute arises or to which it is related.
- f) The arbitration agreement being invoked.
- g) The proposed number of arbitrators and the language and place of the arbitration, assuming there was no prior agreement or that such agreement is sought to be amended.
- h) If the arbitration agreement specifies that a three-member tribunal be appointed, the submission shall designate the corresponding choice of party-appointed arbitrator, stating his or her full name and contact details, and attaching the statement of independence, impartiality and availability referred to in Article 10(2).
- i) Where a third party has provided financing or funds linked to the outcome of the arbitration, this fact and the identity of the financier/funder shall be disclosed.

3. The request for arbitration may also contain a reference to the law applicable to the merits of the dispute.

4. Enclosed with the request for arbitration, there must be, at least, the following documents:

- a) A copy of the arbitration agreement or of the communications providing proof thereof.
- b) A copy of the contracts or main instruments underlying the dispute.
- c) A document naming the party's legal counsel or legal representatives in the arbitration, signed by that party.
- d) Proof of payment of the Centre's filing and administrative fees and, where appropriate, of any applicable advances of funds on account of arbitrator fees.



5. If the request for arbitration is incomplete, or there are copies or annexes missing, or if the Centre's filing and administrative fees are not paid, or the advance of funds for the arbitrator fees, as these are fixed by the Centre, is not deposited, the Centre may set a time limit for the claimant to correct such defect or to pay said fee or advance. Once the defect has been corrected, or the fees or the advance have been timely paid, the request for arbitration will be deemed validly filed on the date on which it was originally submitted.

6. Upon receipt of the request for arbitration with all its attendant documents and copies, and after any defects have been rectified, and upon payment of the required fees and advance, the Centre will promptly deliver a copy of the request to the respondent.

6. Response to the request for arbitration

1. The respondent shall respond to the request for arbitration within twenty days from receipt thereof.

2. The response to the request for arbitration shall contain, at least:

a) The respondent's full name, postal address and email address, and other relevant contact and identification details; in particular, the respondent shall specify the person and address to which any communication that is intended for it during the arbitration shall be sent.

b) The full name, postal address, email address and other relevant details to identify and contact the respondent's legal counsel or legal representatives in the arbitration.

c) Brief remarks regarding the claimant's overview of the dispute.

d) The respondent's position on the relief sought by the claimant.

e) If the respondent objects to the arbitration, its position on the existence, validity or applicability of the arbitration clause.

f) The respondent's position on the claimant's proposal regarding the number of arbitrators, language and place of the arbitration, assuming there was no prior agreement or that such agreement is sought to be amended.



g) If the arbitration agreement specifies that a three-member tribunal be appointed, the submission shall designate the corresponding choice of party-appointed arbitrator, stating his or her full name and contact details, and attaching the statement of independence, impartiality and availability referred to in Article 10(2).

h) The respondent's position on the law applicable to the merits of the dispute if that matter has been raised by claimant, or otherwise if it sees fit.

3. Enclosed with the response to the request for arbitration, there must be, at least, the following documents:

a) A document naming the party's legal counsel or legal representatives in the arbitration, signed by that party.

b) Proof of payment of the Centre's filing and administrative fees and, where appropriate, of any applicable advances of funds on account of arbitrator fees.

4. Upon receipt of the response to the request for arbitration with all its attendant documents and copies and upon payment of the required fees and advance, the Centre will promptly deliver a copy of the response to the claimant. The correction of possible defects in the response shall be governed by Article 5.5.

5. Failure to submit a response to the request for arbitration within the time limit will not suspend either the proceedings or the appointment of arbitrators.

7. Counterclaim

1. If the respondent seeks to file a counterclaim, it must notify it in the same submission made in response to the request for arbitration. If the respondent fails to give notice of its counterclaim, it may only present a counterclaim in its answer to the statement of claim if the counterclaim arises from events that occurred after the response to the request for arbitration had been filed and provided that the arbitrators so authorise it. Prior to making a decision in this regard, the arbitrators will deliver the counterclaim to the claimant in order for it to submit comments or objections on admissibility within ten days. If the counterclaim is admitted, the claimant will be granted sufficient time to file a response.



2. The notice of counterclaim shall contain, at least:
 - a) A brief overview of the dispute.
 - b) The relief sought and, if possible, the amount in dispute.
3. Enclosed with the notice of counterclaim, there must be, at least, proof of payment of the Centre fees and the advances of funds for the arbitrator fees in the amount determined by the Centre.
4. Notwithstanding the remaining applicable requirements, in order for the counterclaim to be admissible, the legal relationship that constitutes the subject-matter of the counterclaim must fall within the arbitration agreement's scope of application and be directly connected with the subject-matter of the claim.
5. If a notice of counterclaim is served, the claimant shall prepare a preliminary response within ten days from receipt.
6. The preliminary response to the notice of counterclaim shall contain, at least:
 - a) Brief remarks regarding the counterclaimant's overview of the counterclaim.
 - b) The claimant's position on the relief sought by the respondent-counterclaimant.
 - c) The claimant's position on the applicability of the arbitration clause to the counterclaim, if it objects to the inclusion of the counterclaim in the arbitration proceedings.
 - d) The claimant's position on the law applicable to the merits of the counterclaim, if that matter has been raised by the respondent-counterclaimant, or if it sees fit.

8. *Prima facie* review of the existence of an arbitration agreement

If the respondent fails to respond to the request for arbitration, or otherwise refuses to submit to the arbitration, or raises one or more objections relating to the existence, validity or scope of the arbitration agreement:



- a) If the Centre finds, *prima facie*, the possible existence of an arbitration agreement in accordance with the Rules, it will continue with the arrangements for the arbitration proceedings (save for the advances of funds provided in these Rules), without prejudice to the admissibility or grounds of any objections that might be raised. In such case, any decision as to the jurisdiction of the arbitrators shall be made by the arbitrators themselves.
- b) If the Centre does not find, *prima facie*, the possible existence of an arbitration agreement in accordance with the Rules, it will notify the parties that the arbitration cannot continue.

9. Advance of funds for costs

1. The Centre shall determine, on a temporary basis, the quantum of the proceedings, having regard to the relief sought in each arbitration, its estimated monetary value and its complexity. The Centre will set the amount of the advance of funds for the costs of the arbitration, including any taxes that may apply. Having heard the arbitrators, the Centre will set the final quantum of the arbitration proceedings at any time prior to the closure of proceedings.
2. During the arbitration proceedings, the Centre, whether *ex officio* or upon request of the arbitrators, may require additional advances of funds from the parties. Arbitrator costs related to the proceedings will be on account of the costs of the arbitration, and they will be borne by the parties. The Centre may request additional advances of funds to cover these costs.
3. Where it may be necessary to request advances of funds from the parties on several occasions, due to the filing of counterclaims or for any other reason, it shall be the Centre's exclusive prerogative to determine the allocation of the payments made on account of the advances.
4. Unless otherwise agreed by the parties, the said advances shall be borne in equal parts by the claimant and the respondent.
5. If, at any time during the arbitration, the required advances are not paid in full, the Centre will urge the party in default to make the required payment within ten days. In case of non-payment within this time period, the Centre will notify



the counterparty so it can make a substitute payment within ten days if it sees fit. In case of non-payment within this time period, the Centre may, at its discretion, refuse to administer the arbitration or to conduct the proceedings for which the outstanding payment was requested. If the Centre refuses to administer the arbitration, having deducted the amount corresponding to administrative expenses, it will reimburse each party the remainder of the amounts they had deposited.

6. After the award is rendered, the Centre will send the parties a statement of the received advances. The unused balance will be returned to the parties, in the proportion which corresponds to each of them.

7. If a party pays the advance of funds unpaid by the counterparty, upon request of the paying party, the arbitrators may issue an award declaring that the paying party has a right to reimbursement.

III. Appointment of arbitrators

10. Independence and impartiality

1. All arbitrators must be and remain independent and impartial throughout the arbitration, and cannot maintain any personal, professional or commercial relationship with the parties.

2. Before being appointed, prospective arbitrators must confirm their availability. They must also sign a statement of independence and impartiality vis-à-vis the parties and, if applicable, with respect to any third party providing financing or funding. Prospective arbitrators must also disclose to the Centre, in writing, any circumstances that may be relevant for their appointment, and particularly any circumstances that may give rise to justifiable doubts by the parties as to the prospective arbitrator's impartiality or independence. Within ten days from receipt of the arbitrator's statement, the parties will be entitled to submit comments or objections.



3. Arbitrators must immediately notify in writing both the Centre and the parties any similar circumstances that may arise during the course of the arbitration proceedings.
4. Decisions concerning the appointment, confirmation, challenge, replacement or removal of arbitrators shall be final and not subject to appeal.
5. By accepting their appointment, arbitrators undertake to perform their role until its completion with diligence and in accordance with these Rules.

11. Number of arbitrators and appointment procedure

1. If the parties have not agreed upon the number of arbitrators, the Centre will decide, having regard to the circumstances, whether it is appropriate to appoint a sole arbitrator or a three-member arbitral tribunal.
2. As a general rule, the Centre will appoint a sole arbitrator, unless the complexity of the case or the quantum of the dispute justifies the appointment of three arbitrators.
3. Where the parties have agreed, or the Centre has decided, that a sole arbitrator shall be appointed, the parties will be given a twenty-day time period to agree upon the appointment, unless the parties have expressed in the request for arbitration or in the response to the request for arbitration that the Centre appoint the arbitrators. In this case, the Centre will appoint the arbitrators without any further procedural stages. If the parties fail to agree on the appointment within the said twenty-day time period, the Centre will appoint the arbitrator.
4. When the parties have agreed prior to the commencement of the arbitration to appoint three arbitrators, each party shall propose a candidate in its respective request for arbitration or response to the request. If any party fails to propose an arbitrator in the aforementioned submissions, the Centre will make the appointment directly. The third arbitrator, who will act as president of the arbitral tribunal, shall be selected by the other two arbitrators, who will be accorded a period of twenty days in which to make said nomination by mutual agreement. If the aforesaid period expires without notification of a mutually agreed appointment, the third arbitrator will be appointed by the Centre.



5. If, in the absence of agreement between the parties, the Centre decides to appoint a three-member tribunal, the parties will be accorded a fifteen-day time period so they can nominate their corresponding arbitrators. If the aforesaid limit expires without a party having disclosed its nomination, its party-arbitrator will be appointed directly by the Centre. The third arbitrator will be appointed in accordance with the previous paragraph.
6. The Centre will be subject to the provisions of Annex 1 regarding its appointment of any arbitrator under these Rules.
7. Arbitrators shall notify their acceptance, if appropriate, within fifteen days following receipt of the Centre's communication disclosing their appointment.

12. Confirmation or appointment by the Centre

1. When appointing or confirming arbitrators, the Centre will take into account the nature and circumstances of the dispute, the nationality, location and language of the parties, in addition to the arbitrator's availability and suitability for conducting the arbitration in accordance with the Rules.
2. The Centre will confirm the arbitrators who are appointed by the parties or by the other arbitrators, unless, at the Centre's sole discretion, the relationship between a prospective arbitrator and the dispute, the parties or their legal counsel can cast justifiable doubts regarding his or her suitability, availability, independence or impartiality.
3. If a prospective arbitrator proposed by the parties or the arbitrators does not obtain the confirmation of the Centre, the party or the arbitrators who proposed said arbitrator will be accorded a new ten-day period to propose another. If, ultimately, the proposed arbitrator is also not confirmed, the Centre will make the appointment.
4. Unless the parties have the same nationality or unless otherwise agreed, the sole arbitrator or the arbitrator President of the tribunal shall be of a different nationality than that of the parties, save where the circumstances suggest otherwise and none of the parties object to this within the time limit provided for this purpose by the Centre.



13. Challenges to arbitrators

1. Challenges to arbitrators on grounds of lack of independence, impartiality or any other reasons are to be filed with the Centre in a written submission that specifies and substantiates the facts on which the challenge is based.
2. The challenge of an arbitrator will not stay the proceedings unless the arbitrators or, in case of sole arbitrator proceedings, the Centre, deem appropriate such a stay. If all arbitrators are challenged, the Centre will decide on whether or not to stay the proceedings.
3. Challenges must be filed within a fifteen-day period from receipt of notice of acceptance by the arbitrator, which must enclose the statement of independence and impartiality referred to in Article 10(2), or, if later, from the date on which the party gained knowledge of the facts or circumstances on which the challenge is based.
4. The Centre will deliver the statement of challenge to the challenged arbitrator and the remaining parties. If, within ten days following delivery, the counterparty or the arbitrator accept the challenge, the challenged arbitrator shall step down. Subsequently, a replacement arbitrator will be appointed pursuant to the terms of Article 14 of these Rules regarding replacements.
5. If neither the arbitrator nor the counterparty accepts the challenge, they must state their rejection in a submission to the Centre within ten days. Subsequently, having evaluated any evidence that has been proposed and admitted, the Centre will issue a reasoned decision on the challenge.
6. When resolving the challenge, the Centre will determine how the costs of the challenge procedure are to be apportioned taking into account all the circumstances of the case.

14. Arbitrator replacement and removal and consequences thereof

1. Arbitrators shall be replaced in the event of death, disability, resignation, a successful challenge, or whenever all the parties so request.
2. Arbitrators may also be removed and, where appropriate, subsequently replaced, upon the Centre's or other arbitrators' initiative, having heard all the parties and the arbitrators within ten days, in cases where an arbitrator fails to perform his or



her duties in accordance with the Rules or within the established time periods, or where there are circumstances that seriously affect his or her performance.

3. Irrespective of the grounds for appointing a new arbitrator, the appointment shall be made according to the rules governing the appointment procedure for the vacating arbitrator. Where applicable, the Centre will set a time limit to allow the corresponding party to propose a prospective arbitrator. If the said party fails to timely propose a prospective arbitrator, the replacement arbitrator will be appointed directly by the Centre.

4. As a general rule, where an arbitrator is replaced, the arbitration proceedings will be resumed as of the moment the vacating arbitrator has ceased to perform his or her duties, save where the arbitral tribunal or the sole arbitrator decide otherwise.

5. Upon conclusion of the procedure, instead of replacing an arbitrator the Centre may, after hearing the parties and the other arbitrators within ten days, instruct the remaining arbitrators to resume the arbitration without appointing a replacement arbitrator.

15. Administrative Secretary

1. The arbitrators may appoint an administrative secretary (the “Administrative Secretary”) to assist the arbitral tribunal as long as they consider that such nomination will lead to more efficient arbitration proceedings.

The appointment is subject to approval by the parties.

2. The arbitral tribunal shall propose a prospective administrative secretary, and it will also provide the parties with his/her CV, stating his/her education and professional background, as well as his/her experience as administrative secretary. The arbitral tribunal will disclose the prospective secretary’s nationality.

The arbitral tribunal will confirm to the parties the prospective secretary’s independence, impartiality and availability, as well as that he/she is free from conflicts of interest. The arbitral tribunal must notify the parties if any of these circumstances change during the course of the arbitration proceedings. The Administrative Secretary shall be subject to the same impartiality and independence requirements and standards as the arbitrators.



3. The Administrative Secretary shall perform his/her duties following the arbitrators' instructions and under their supervision. The Administrative Secretary's duties shall be deemed performed on behalf of the arbitrators. Therefore, the arbitrators will be held liable for the Secretary's behaviour with regards to the arbitration.

4. The arbitrators may not delegate any decision-making authority to the Administrative Secretary. Unless otherwise agreed by the parties, the Administrative Secretary will perform administrative, organizational and assistance duties as instructed by the arbitrators. By way of example, the Administrative Secretary will (i) deliver communications on behalf of the arbitrators; (ii) organise and keep the arbitration file until conclusion of the proceedings; (iii) arrange hearings and tribunal meetings and he/she will also be responsible for the attendance to tribunal meetings and deliberations, and (iv) draft written communications or memoranda and correct clerical, typographical or other formal errors in procedural orders or awards. Regardless that the administrative secretary drafts communications or memoranda, arbitrators will still be individually responsible for reviewing the file as well as for drafting any decisions.

5. Arbitrators may remove the Administrative Secretary at their own discretion.

6. Arbitrators may appoint a new Administrative Secretary in accordance with this Article in the event of removal, death, disability, resignation or a successful challenge.

7. Appointment of the Administrative Secretary, who will not replace the Centre by any means in the performance of the Centre's duties, shall not entail any additional fees or expenses for the parties. Any fees or remuneration payable to the Administrative Secretary shall be borne by the arbitrators.



IV. Multiple parties, multiple contracts and consolidation

16. Multiple parties and third-party involvement

1. If there are several claimants or respondents and it is appropriate to appoint three arbitrators, then the claimants shall jointly propose one arbitrator, and the respondents shall jointly propose another.
2. If no such joint proposal is made, and absent any agreement on how to constitute the arbitral tribunal, the Centre will appoint the three arbitrators and designate one of them to act as President.

17. Third-party involvement

1. Before the arbitral tribunal is constituted, the Centre may, upon request by any of the parties or by a third party and having heard all of them, allow such third party to be joined in the arbitration if all parties, including the third party, so agree in writing, or if this is permitted by the arbitration agreement, subject to a reasoned assessment of the third-party's relationship to the proceedings. This third party shall participate in the appointment of arbitrators in accordance with the previous Articles.
2. After the arbitral tribunal has been constituted, the Centre may, upon request by any of the parties or by a third party, and having heard all of them, admit such third-party's involvement in the arbitration if all parties, including the third party, so agree in writing. Upon its acceptance, the involved third party shall be deemed to waive its rights to participate in the appointment of arbitrators.



18. Multiple contracts

In case of disputes relating to more than one contract, the claimant may either file a request for arbitration in respect of each of the invoked arbitration agreements, and simultaneously file a request to consolidate the arbitrations pursuant to Article 19 below, or it may file a single request for arbitration in respect of all of the invoked arbitration agreements, substantiating that the consolidation criteria set forth in the said Article are met.

19. Consolidation

1. If a party files a request for arbitration relating to a legal relationship or transaction regarding which there are already pending arbitration proceedings between the same parties governed by these Rules, the Centre may consolidate the request into the pending proceedings upon application by either party and after consultation with the parties and, if applicable, with the arbitrators. In this case, the Centre shall take into account, *inter alia*, the nature of the new claims, their connection with those of the pending arbitration, and the stage of the proceedings.
2. If the Centre decides to consolidate the new request into pending proceedings with an already constituted arbitral tribunal, the parties will be deemed to waive their respective rights to nominate an arbitrator in respect of the new request.
3. The Centre must duly give reasons to substantiate its decision on consolidation.
4. The Centre's decision shall be final and not subject to appeal.



V. General aspects of the arbitration proceedings

20. Seat of arbitration

1. Absent an agreement between the parties, the Centre shall decide the place of arbitration with regard to the circumstances of the case and after hearing the parties.
2. As a general rule, hearings and meetings will be conducted in the Centre headquarters or otherwise where the Centre considers more appropriate in agreement with the arbitrators. The foregoing decision will not constitute, by itself, a change of seat.
3. In all matters not regulated by these Rules, the law applying to the arbitration agreement and the arbitration proceedings shall be the law of the place of arbitration, save where the parties have stipulated otherwise and provided that such agreement between the parties does not infringe the law of the place of arbitration.
4. The award will be deemed rendered in the place or seat of arbitration.

21. Language of arbitration

1. In the absence of agreement, the language of arbitration shall be determined by the Centre with regard to the circumstances of the case and after hearing the parties. If the circumstances so justify it, the Centre may decide, duly giving reasons, that there be more than one language of arbitration.
2. The arbitral tribunal may order that any documents produced in their original language during the proceedings shall be accompanied by a translation into the language of the arbitration.



22. Legal counsel or legal representatives

The parties may appear with the legal counsel or legal representatives of their choice. To this end, it will suffice for the parties to state the names of their legal counsel or legal representatives, their contact details, and the capacity in which they appear, in the relevant submission. When in doubt, the arbitral tribunal may request reliable proof of the respective authority to act.

23. Arbitration funding

1. If any party obtains third-party funding, it must notify it, along with the third party's identity, to the arbitral tribunal, the counterparty and the Centre as soon as the funding is provided.
2. Subject to any applicable rules on non-disclosure, professional secrecy or attorney-client privilege, the tribunal may request the party funded by a third party to disclose any information it considers appropriate about the said funding and about the funding entity.

24. Arbitrator powers

1. Under these Rules, the arbitrators will conduct and direct the arbitration proceedings as they consider appropriate, avoiding delays or unnecessary expenses so as to ensure a rapid and efficient resolution of the dispute. Arbitrators shall, at all times, abide by the principle of equality of the parties, and they shall give the parties sufficient opportunity to argue their case.
2. The powers of the arbitrators include, but are not limited to:
 - a) Deciding on the admissibility, relevance or probative weight of evidence; in a reasoned decision, arbitrators may disregard any evidence that they consider irrelevant, immaterial, repetitive or otherwise inadmissible.
 - b) Deciding how and when the evidence must be presented or produced.
 - c) Deciding, even *ex officio*, on the taking of evidence.



- d) Assessing the evidence and allocating the burden of proof; this assessment shall include determining the consequences for failure to produce the evidence admitted by the arbitrators.
- e) Amending the procedural timetable, and abbreviating or extending any time limits provided in these Rules, agreed between the parties, or set by the arbitrators, including where such limit has expired.
- f) Deciding on the bifurcation of proceedings.
- g) Resolving, as a preliminary matter and through an award, objections to the jurisdiction of arbitrators under Article 39(4) of these Rules, as well as deciding on any claims or defences with manifest lack of legal merit, subsequently adopting any procedural measures they consider appropriate.
- h) Conducting hearings as they consider appropriate.
- i) Deciding on the admissibility of any additional written submissions, supplementation, or amendment of the parties' pleadings on the merits, taking into account, *inter alia*, the time when they are filed.
- j) Determining the law applicable to the case, even if the parties have failed to plead it, as long as arbitrators have the opportunity to rule on the applicability of such legal provisions.
- k) Ordering the parties to produce to the arbitrators and to the counterparty any documents or copies of documents held thereby.
- l) Ordering the parties to make available to the arbitrators, the counterparty and the experts appointed by the parties, any real estate or movable property held thereby, including documents, goods and samples.
- m) Adopting measures to protect trade secrets or any other confidential information.
- n) Requesting additional relevant information from any of the parties concerning financing or funds linked to the outcome of the arbitration.
- o) Adopting measures to preserve the fairness and integrity of the proceedings, including written or verbal cautions or warnings to the lawyers.



p) Taking into account the parties' and their legal counsel's and representatives' conduct when awarding costs.

25. Procedural rules

1. As soon as the arbitral tribunal has been formally constituted, and provided that the parties have paid the required advances and provisions on costs, the Centre will deliver the case file to the arbitrators.
2. The parties may amend the provisions of Title V of these Rules as they see fit by mutual written agreement, and the arbitrators must abide by such amendments and conduct the proceedings in accordance with the parties' agreement.
3. Notwithstanding the previous paragraph, the arbitrators will conduct and direct the arbitration proceedings by means of procedural orders, after consulting, where applicable, with the parties.
4. All persons participating in the arbitration proceedings shall act in accordance with the principles of confidentiality and good faith. The parties and their legal counsel or legal representatives must avoid unnecessary delays in the proceedings, and their actions may be taken into consideration by the tribunal when determining the costs of the proceedings.

26. Law applicable to the merits

1. The arbitrators shall resolve the dispute in accordance with the rules of law selected by the parties or, failing this, in accordance with the rules of law that they consider appropriate.
2. Arbitrators shall only decide *ex aequo et bono* or as an *amiabile compositeur*, if they have been expressly authorised to do so by the parties.
3. In any event, arbitrators shall resolve the dispute in accordance with the provisions of the disputed contract and they will take into account commercial practice and standards applicable to the case.



27. Tacit waiver of challenge

If a party gains knowledge of an infringement of these Rules, of the arbitration agreement, or of the rules agreed upon for the proceedings, and still proceeds with the arbitration without promptly filing a complaint regarding such infringement, the party's right to object to such infringement shall be deemed waived.

VI. Procedural stage

28. Terms of reference

1. Having consulted with the parties, the arbitrators will issue the terms of reference, which shall contain, at least:

- a) The full name, postal address, email address and other relevant details to identify and contact the parties and their legal counsel or legal representatives in the arbitration.
- b) The address where communications can be validly sent during the arbitration, and the means of communication to be employed.
- c) A brief overview of the parties' claims and the relief sought, together with the estimated quantum of any claims and, to the extent possible, the estimated monetary amount of all claims.
- d) A list of the disputed matters, unless the tribunal considers this inappropriate.
- e) The full name, address and other contact details for each of the arbitrators.
- f) The language and seat of arbitration.
- g) The law applicable to the merits of the dispute or, where appropriate, whether it shall be decided in *ex aequo et bono*.



2. Both the parties and the arbitral tribunal shall sign the terms of reference as soon as reasonably possible and, in any event, within thirty days following delivery of the case file to the tribunal. Provided that the parties have no objections, the Centre may extend this time limit upon request by the tribunal, who must give reasons.
3. If a party refuses to participate in the drafting of the terms of reference or to sign them, the terms of reference shall be submitted to the Centre for approval. Upon the signing of the terms of reference by the parties and the tribunal or, failing this, upon the approval thereof by the Centre, the arbitration proceedings will be resumed.
4. Upon the signing of the terms of reference, or upon approval thereof by the Centre, the parties shall not bring any claims falling outside of the scope of the terms of reference, unless the arbitral tribunal allows them to do so. When deciding on this matter, the tribunal will take into account the nature of the new claims, whether they arise from new events, the stage of the proceedings and any other relevant circumstances.
5. Together with the terms of reference, or immediately thereafter, having heard the parties, the tribunal shall issue a first procedural order including, *inter alia*, the procedural timetable as agreed with the Centre. Prior to establishing the procedural timetable, the parties will be heard, either via telephone conference, video conference, face-to-face meeting, exchange of communications, or through any other means that the arbitrators consider appropriate in this regard.
6. Arbitrators are empowered by the parties to amend the procedural timetable as many times and to such extent as they consider necessary, even to extend or suspend, if necessary, the initially set time limits within the scope of Article 44 of these Rules.



29. Statement of claim

1. The claimant shall file the statement of claim within the time period set by the timetable or otherwise within thirty days from the date immediately after the issuance of the terms of reference.
2. The statement of claim shall contain, at least:
 - a) The specific relief sought by the claimant.
 - b) The facts and legal grounds on which the claimant substantiates its claims and relief sought.
 - c) The evidence on which the claimant seeks to rely.
3. In addition, the statement of claim shall be accompanied by all documents, witness statements and expert reports on which it seeks to rely in support of its requests.

30. Response to the statement of claim

1. Within the time limit set in the timetable or, failing this, within thirty days from the date of receipt of the statement of claim, the other party may file a response to the statement of claim, which shall conform to the terms of the previous Article regarding the statement of claim.
2. Failure to respond to the statement of claim shall not prevent the normal continuance of the arbitration.

31. Counterclaim

1. In its response to the statement of claim, or in a separate submission if so specified, the respondent may file a counterclaim, which shall comply with the requirements provided for the statement of claim.
2. Within the time limit set in the timetable or, failing this, within thirty days from the date of receipt of the counterclaim, the other party may file a response to the counterclaim.



3. Unless otherwise specified by the tribunal, the parties shall neither make pleadings on the merits nor produce any evidence after filing the main or substantive submissions (i.e., the statement of claim and answer or counterclaim and response to the counterclaim) without the prior authorisation of the arbitral tribunal.

32. New claims

The bringing of additional claims other than those set forth in the terms of reference, or subsequent to the statement of claim, the answer, or in the counterclaim, shall require authorisation of the arbitrators. When making a decision in this regard, arbitrators will take into account the nature of the new claims, whether they arise from new events, the stage of the proceedings and any other relevant circumstances.

33. Other submissions

The arbitrators will decide if the parties shall be required to make other submissions in addition to the statement of claim and the answer, such as reply and rejoinder, and they will set the time limits for the filing thereof.

34. Evidence

1. Following the answer to the statement of claim or, where appropriate, the answer to the counterclaim, within ten days the parties may solely propose:

- a) Additional evidence required as a result of claims or evidence produced after the evidence production stage under Articles 29, 30 and 31.
- b) Evidence (i) whose production has been notified during the evidence production stage under Articles 29, 30 and 31, and (ii) unable to be produced until this stage of the proceedings.
- c) Additional evidence related to relevant events for the arbitration that occurred after the evidence production stage under Articles 29, 30 and 31.



d) Additional evidence of which the party has gained knowledge or had access after the evidence production stage under Articles 29, 30 and 31, as long as the party producing the evidence duly justifies the reasons why it was unable to gain knowledge or access such evidence before.

2. Each party bears the burden of proving the facts upon which it relies for its claims or defences.
3. The arbitrators shall rule, by means of procedural order, on the admissibility, relevance or probative weight of the evidence produced or determined *ex officio*.
4. The taking of evidence will be conducted in accordance with the principle that each party is entitled to know reasonably in advance the evidence on which the other party bases its pleadings.
5. At any time during the proceedings, the arbitrators may request the parties to produce documents or other evidence to be presented within the time limit determined for that purpose.
6. If a party has control of a source of evidence and unjustifiably withholds it or refuses to produce it or make it available, the arbitrators may draw from that conduct such conclusions as they see fit with regard to the facts sought to be proven.
7. The arbitrators will assess the evidence independently, in accordance with the rules of sound judgment.

35. Hearings

1. The arbitrators may resolve the dispute solely on the basis of the documents and other evidence produced by the parties, save where one of them requests that a hearing be held.
2. In order to hold a hearing, after consulting with the parties, the arbitral tribunal will call them with reasonable notice in advance for them to attend on the set date.
3. The hearing may be held even if one of the parties, having been called with reasonable notice in advance, fails to attend without good cause.



4. Hearings shall be conducted and directed exclusively by the arbitral tribunal.
5. With due notice and after consultation with the parties, by means of a procedural order, the arbitrators will establish the rules governing the hearing and providing for the manner in which the witnesses or experts will be examined and the order in which they will be called.
6. Hearings shall be held in camera, unless otherwise agreed by the parties.
7. Hearings will be recorded and copies will be made available to the arbitrators and the parties. The original recording will be kept by the Centre.

36. Witnesses

1. For the purposes of these Rules, any person, whether a party in the arbitration or not, who gives evidence regarding his or her knowledge or expertise of any issues of fact qualifies as a witness. The parties or their legal counsel or legal representatives may interview potential witnesses for the purpose of preparing their testimony (written or oral) as long as no applicable legal provisions preclude it.
2. The arbitrators may allow the witnesses to give their testimony in writing, without prejudice to also allowing them to be examined before the arbitrators and in the presence of the parties, either orally or via any means of communication that renders their presence unnecessary. A witness shall give oral testimony if requested by one of the parties and allowed by the arbitrators.
3. If a witness is called to testify at a hearing and does not appear failing to show good cause, the arbitrators may take this into account when assessing the evidence and, where applicable, deem a submission not to have been filed as they see fit in light of the circumstances.
4. The parties may ask the witnesses any questions that they see fit. The arbitrators will ensure that the questions remain relevant and with probative weight. The arbitrators may also address questions to the witness at any time.



37. Expert witnesses

1. The arbitral tribunal, after consultation with the parties, may appoint one or more experts to report on specific matters. Any such expert shall be and remain impartial and independent of the parties during the course of the arbitration proceedings.
2. The arbitrators may require the parties at any time to give to the arbitrator-appointed experts any relevant information or to provide access to any relevant documents, goods or evidence for examination.
3. The arbitrators shall send to the parties a copy of the report from an arbitrator-appointed expert, so the parties are able to submit written comments on the report. The parties will have the right to examine any documents referred to in the expert report.
4. After producing their report, at the request of any party and as long as the arbitrators see fit, all experts, whether party or arbitrator-appointed, shall appear at a hearing in order for the parties and the arbitrators to examine them on the content of their expert reports. If the expert has been appointed by the arbitrators, the parties may also call other experts to give their opinions on the matters at issue.
5. The examination of experts may be performed successively or simultaneously, by way of confrontation, as determined by the arbitrators.
6. The fees and expenses of any expert appointed by the arbitral tribunal will qualify as arbitration costs.

38. Closing submissions

1. Unless otherwise agreed by the parties, after the hearing or, if solely a documentary proceeding, after receipt of the final party submission, the arbitral tribunal, within the time limit set in in the timetable or, failing this, within fifteen days, will request the parties to simultaneously file their closing submissions.



2. The arbitral tribunal may replace the production of closing submissions in writing with oral closing statements at a hearing, which shall be held in any event if all the parties so request it.

3. After the closing submissions, the arbitrators will request the parties to produce a list of expenses and the relevant proof of payment. Upon receipt of the lists of expenses, the arbitrators may request the parties to submit comments on the list of expenses produced by the counterparty.

39. Challenge to jurisdiction

1. The arbitrators shall be empowered to rule on their own jurisdiction, including claims regarding the existence or validity of the arbitration agreement or any others. If the arbitrators uphold such claims, the proceedings would be concluded without getting into the merits of the dispute.

2. To this effect, an arbitration agreement which is part of a contract is deemed to be an agreement independent of the other contract provisions. A decision by the arbitrators that the contract is void shall not by itself result in the invalidity of the arbitration agreement.

3. As a general rule, objections to the jurisdiction of the arbitrators must be stated in the answer to the request for arbitration or, at the latest, in the answer to the statement of claim or, at the latest, in the answer to the counterclaim, and they will not stay the proceedings.

4. As a general rule, objections to the jurisdiction of the arbitrators shall be resolved, having heard the parties, as a preliminary issue in an award, although they may also be ruled on in the final award after conclusion of the proceedings.



40. Default

1. If the claimant fails to file its statement of claim within the required time limit without showing good cause, the proceedings will be deemed concluded.
2. If the respondent or the counterclaim respondent (claimant) fail to file their answer within the required time limit without good cause, the proceedings will continue.
3. If one of the parties, after having been duly called, fails to appear at the hearing without good cause, the arbitrator shall be empowered to continue with the arbitration.
4. If one of the parties, after having been duly requested to produce documents, fails to do so within the established time limits without good cause, the arbitrators may render the award on the basis of the evidence at their disposal.

41. Interim measures

1. Unless otherwise agreed by the parties, the arbitrators may, upon application by any of the parties, adopt any interim measures they consider necessary, having regard to the circumstances of the case and, in particular, to the appearance of legal merit, the risks of delay, and the consequences that may result from adopting or denying these measures. The measures shall be proportionate to the intended purpose and they must be the least burdensome means to achieve the aims pursued.
2. The arbitrators may require the applicant to post sufficient security, including a counter-guarantee secured in a way that the tribunal deems sufficient.
3. The arbitrators shall rule on the interim measures after all the parties concerned have been heard, without prejudice to the provisions of Article 45.
4. Interim measures may be adopted by means of a procedural order or, if so requested by any of the parties, an interlocutory award.



42. Ex parte preliminary orders

1. Unless otherwise agreed by the parties, any party seeking an interim measure may, at the same time and without notifying the counterparty, apply for an *ex parte* preliminary order, whereby the arbitrators order some party to refrain *pro tempore* from any action that might ultimately frustrate the requested interim measure.
2. The arbitrators may issue such preliminary order if they consider that prior notice of the application for interim measures entails the risk that the measure sought may be frustrated.
3. The arbitrators shall weigh the circumstances provided in Article 41(1), assessing the likelihood that the risk of delay will materialise if such preliminary order is not issued.
4. Immediately after having granted or dismissed the application for a preliminary order, the arbitrators will deliver to the parties the application seeking the interim measures and preliminary order. This notification shall include the preliminary order itself, if it is issued, along with all the relevant communications, also including a transcript of any verbal communications.
5. The arbitrators will grant the party against whom the preliminary order has been made, the opportunity to object as soon as reasonably possible.
6. The arbitrators shall rule promptly on any objection filed against the preliminary order.
7. The arbitrators may grant an interim measure ratifying or amending the preliminary order, once the party against whom the preliminary order was made has been notified and has had the opportunity to object. If no such interim measure is ordered, any preliminary order shall expire within twenty days from the issuance thereof.
8. Preliminary orders shall be binding on the parties, but they will not be subject to judicial enforcement. A preliminary order shall not qualify as an award.



43. Closure of the procedural stage

The arbitrators will declare the proceedings closed when they consider that the parties have had sufficient opportunity to argue their cases. After that date, no submission, claim or evidence may be produced unless authorised by the arbitrators on grounds of exceptional circumstances.

VII. Termination of the proceedings and rendering of awards

44. Time limit to render awards

1. Unless otherwise agreed by the parties, the arbitrators shall rule on the claims and relief sought within three months from the filing of the closing submissions or, if applicable, from the final substantive submission.
2. By submitting to these Rules, the parties accord the arbitrators the prerogative of extending the time limit for rendering the award by a period not exceeding two months, in order to appropriately fulfil their duties. Arbitrators shall endeavour to avoid delays. In any event, the time limit for rendering the award may be extended by agreement between the parties.
3. Notwithstanding the above, in case of exceptional circumstances, the Centre may, upon a reasoned request by the arbitrators or the parties, or *ex officio*, extend the time limit for rendering the award.
4. If an arbitrator is replaced during the final month of the time limit for rendering the award, the said limit shall be automatically extended for an additional thirty days. If such replacement requires to repeat certain procedures, the time limit for rendering the award shall be automatically extended, in addition to the thirty-day extension, by as much time as was previously needed to conduct the procedures that require repeating.



45. Form, content and delivery of awards

1. The arbitrators shall resolve the dispute in a single award or in as many partial awards as they consider necessary or as requested by the parties. All awards will be deemed rendered at the seat of arbitration and on the date stated in the award.
2. In case of multi-member tribunals, the award shall be made by the majority of arbitrators. In the absence of a majority, the President will make a decision.
3. The award shall be made in writing and signed by the arbitrators, who will be able to issue a dissenting opinion. The dissenting arbitrator will deliver a copy of his/her dissenting opinion to the majority arbitrators at least seven days in advance of the scheduled date to submit the award to the Centre for review. Accordingly, the majority arbitrators will be able to reconsider their decision or give reasons for rejecting the dissenting opinion sufficiently in advance.
4. As for multi-member tribunals, the signatures of a majority of arbitrators shall suffice or, failing this, the signature of the President, as long as the reasons for the absence of these signatures are stated.
5. The award shall be duly reasoned unless otherwise agreed by the parties or in case of consent awards.
6. The award shall include the arbitrators' decision on the arbitration costs. Any decision ordering a party to pay the costs of the arbitration must be duly reasoned.
7. Unless otherwise agreed by the parties in writing, as a general rule, costs orders shall reflect the relative success and failure of the parties' respective claims. When deciding on costs, the arbitral tribunal may take into account the circumstances of the case, including the parties' cooperation, or lack thereof, to conduct the proceedings efficiently, avoiding delays and unnecessary expenses.
8. The award shall be issued in as many original copies as the number of parties to the arbitration, plus one additional original which will be filed in the Centre's official records established to that end.
9. The award may be notarised if so requested by any party, which shall bear the expenses attached.



10. The arbitrators will deliver the award to the parties through the Centre providing each of them with a signed copy as established in Article 3. The same rule applies to any correction, clarification or supplementation to the award.

11. If allowed by the law of the place of arbitration, the Centre shall deliver any dissenting opinions to the parties together with the final award.

46. Consent awards

If the parties totally or partially settle the dispute during the course of the arbitration, the arbitrators will deem the proceedings concluded regarding the settled matters. At the request of the parties, and provided that the arbitrators have no objections, the arbitrators will make a consent award recording the settlement. In this case, and unless otherwise agreed by the parties, the arbitrators will apply the rules and standards on costs provided in Articles 45(6), 45(7) and 52.

47. Prior scrutiny of the award by the Centre

1. Prior to signing the award, the arbitrators will submit it to the Centre. Within ten days from receipt of the award, the Centre may suggest formal amendments. The Centre may extend this ten-day period for organizational reasons.

2. Also, the Centre shall verify that any dissenting opinions comply with the principles of the secrecy of deliberations and respectful dissent from the majority.

3. Whilst respecting the arbitrators' freedom of decision, the Centre may call their attention to aspects relating to the reasoning of the award or the merits of the dispute, as well as to the determination and itemisation of the costs.

4. The rendering of a final award by the arbitral tribunal shall always require the Centre's prior approval regarding the award's formal aspects.

5. The Centre's prior scrutiny of the award by no means entails that the Centre assume any responsibility whatsoever for the content of the award.



48. Correction, clarification and supplementation of awards

1. Within one month from delivery of the award, unless the parties have agreed on another time limit and if allowed by the law of the place of arbitration, any of them may apply for:

- a) The correction of any clerical, typographical and computational errors or any mistake of a similar nature in the award.
- b) The clarification of a point or a specific part of the award.
- c) Supplementation of the award regarding claims that were made but not resolved therein.
- d) The correction of an award partially exceeding its scope (*ultra vires* award) where the award rules on matters not subject to the tribunal's decision or on non-arbitrable matters.

2. Having heard the other parties within one month, the arbitrators shall make the relevant decision in an award within two months.

3. Within one month from delivery of the award, the arbitrators may, *ex officio*, correct any errors of the nature referred to in paragraph 1(a) above.

49. Effect of awards

1. The award is binding upon the parties. The parties undertake to perform it without delay.

2. If, in the place of the arbitration, the parties are entitled to file an appeal on the merits or regarding certain aspects of the dispute, when submitting to these arbitration Rules the parties are deemed to waive such appeals, provided that this waiver is allowed by the applicable law.



50. Other forms of termination

The arbitration proceedings may also terminate or conclude:

- a) Upon withdrawal by the claimant, unless the respondent objects and the arbitrators acknowledge its right to obtain a final resolution of the dispute.
- b) When the parties so determine by mutual agreement.
- c) When, according to the arbitrators, continuing the proceedings is unnecessary or impossible.

51. Keeping and storage of the arbitration file

1. The Centre shall be responsible for keeping and storing the arbitration file.
2. Within three years from the issuance of the award, and with reasonable notice in advance to the parties or their legal representatives for them to request the detachment and return of the produced documents at their expense and within fifteen days, the obligation to keep the file and associated documents shall cease, save for the award, which shall be kept in any event. The decisions and communications issued by the Centre regarding the proceedings shall be kept during a three-year period in the electronic file established by the Centre to that end.
3. For as long as the Centre's obligation to keep and store the arbitration file remains in force, any of the parties may request the detachment and return, at its own expense, of any produced original documents.

52. Costs

1. The costs of the arbitration shall be determined in the final award and they will consist of:
 - a) The filing and administrative fees of the Centre under Annex 2 and, if applicable, the hiring expenses of facilities and equipment for the arbitration;



- b) The fees and expenses of the arbitrators, which shall be set or approved by the Centre in accordance with Annex 2;
- c) The fees and expenses of the arbitrator-appointed experts; and
- d) The reasonable expenses incurred by the parties in arguing their cases in the arbitration. These shall include, amongst others, fees and expenses of legal counsel, the fees and expenses of party-appointed experts, and the travel costs of legal counsel, witnesses and experts.

2. Arbitrators may exclude any fees and expenses that they consider inappropriate and reduce any fees and expenses that they deem excessive.

53. Fees of the arbitrators

1. The Centre shall set the fees of the arbitrators pursuant to Annex 2, taking into account the time devoted by the arbitrators and any other relevant circumstances, such as the early conclusion of the arbitration proceedings by consent of the parties or for any other reason and any delays in the rendering of the award.
2. Arbitrators may not receive any amount directly from the parties.
3. The correction, clarification or supplementation of an award under Article 48 shall not entail additional fees, unless the Centre finds specific circumstances that may justify these additional fees. In such cases, the additional fees shall be between 0.5% and 3% of each arbitrator's fees.

54. Confidentiality and publication of awards

1. Unless otherwise agreed by the parties, the Centre and the arbitrators are required to keep the arbitration and the award confidential.
2. The arbitrators may order such measures as they see fit to protect commercial or trade secrets or any other confidential information.



3. The deliberations of the arbitral tribunal, as well as the communications between the Centre and the arbitrators regarding the examination or review of the award, are confidential.

4. Awards may only be published if the following conditions are met:

- a) that a publication request be filed with the Centre or that the Centre should consider it appropriate for the sake of practitioners or because of the award's doctrinal value;
- b) that all references to the parties' names and any details that allow for easily identifying the parties be deleted; and
- c) that no party objects to the publication within the time limit set by the Centre.

55. Liability

Neither the Centre nor the arbitrators shall be liable for any acts or omissions regarding an arbitration administered by the Centre, unless it is evidenced that there was bad faith, recklessness or wrongful intent on their part.

VIII. Challenge of awards

56. Challenge of awards

1. If agreed between the parties in the arbitration agreement or at any time thereafter, any party is entitled to challenge the final award before the Centre.
2. Awards can only be challenged on grounds of a manifest infringement of the applicable substantive rules or of a gross error in the valuation of the facts, provided that such was decisive for the final decision.



3. By accepting that the award may be challenged, the parties will be bound not to seek enforcement of the award until the challenge is resolved. Challenging an award shall not preclude the parties from bringing an action for annulment before the competent courts or tribunals.
4. Any party seeking to challenge the final award rendered in the proceedings shall
 - a) notify the Centre of its intention to challenge the award within ten days from delivery of the award or, where appropriate, from delivery of the decision on the correction, clarification, supplementation or rectification of an award partially exceeding its scope. At that time, the challenging party must expressly acknowledge that it will not bring any action for annulment before the competent courts of justice until the challenge is settled; and
 - b) file the statement of challenge with the Centre within twenty days from delivery of the award or, where appropriate, from delivery of the decision on the correction, clarification, supplementation or rectification of an award partially exceeding its scope.
5. The statement of challenge will be delivered to the counterparty in order for it to object within twenty days. Both of the parties' submissions shall include the prospective arbitrator proposed by each party to make up the tribunal hearing the challenge (the "appeal tribunal"). Upon confirmation of the arbitrators by the Centre, they will both appoint a President within seven days or, failing this, the Centre will appoint a President as provided in Article 11.
6. Upon receipt of the case file by the Centre, the appeal tribunal shall decide within thirty days. The appeal tribunal will not conduct any further proceedings unless it deems necessary to exceptionally carry out an evidence-taking stage. In this case, the appeal tribunal will also assess the suitability of holding a hearing with the parties for them to submit comments. Following the hearing, the appeal tribunal will deem concluded the procedural stage and, unless the Centre extends the time limit, it will rule on the challenge within thirty days.
7. The appeal tribunal may uphold or amend the award, including its operative part, and it will rule on the costs of this procedure under Article 45(7).



IX. Expedited proceedings

57. Expedited proceedings

1. Expedited proceedings shall apply whenever:
 - a) The total quantum of the dispute is equal to or less than EUR 1,000,000, taking into account the claim, any eventual counterclaims, set-off claims, number of parties and whether other parties are joined in the arbitration.
 - b) The parties have not expressly agreed on its non-application in their arbitration agreement.
2. Any objections to conducting expedited proceedings shall be included in the request for arbitration and in the response thereto. The Centre will rule on these objections having heard the remaining parties.
3. Expedited proceedings will also be conducted if so agreed between the parties, regardless of the date of the arbitration agreement and the quantum of the dispute.
4. Irrespective of the foregoing provisions, expedited proceedings will not be conducted if so determined by the Centre having regard to the circumstances of the case.
5. Unless the Centre considers appropriate to appoint a multi-member tribunal in view of the circumstances of the case and after hearing the parties, the Centre will appoint a sole arbitrator irrespective of any arbitration agreement provisions in that regard.
6. The preparation of terms of reference will not be required.
7. A telephone conference shall be held within twenty days after the case file is sent to the arbitral tribunal in order to discuss the efficient organisation of the proceedings.
8. The arbitral tribunal may shorten any of the time limits provided in these Rules.
9. The arbitral tribunal may may limit the number, extent and scope of the written statements.



10. Having heard the parties, the arbitral tribunal may order that the case be conducted on an exclusively documentary basis.

11. The Centre may reduce the time limit for rendering the award, and any extensions shall only be made following a reasoned request by the arbitral tribunal.

X. Emergency arbitrator

58. Emergency arbitrator

1. Unless otherwise agreed by the parties, any party may request the appointment of an emergency arbitrator at any time prior to the delivery of the case file to the arbitral tribunal.

2. The emergency arbitrator may only adopt interim measures for the freezing or early taking of evidence which, due to their nature and circumstances cannot be delayed until delivery of the case file to the arbitral tribunal (“emergency measures”).

59. Application for an emergency arbitrator

1. A party seeking the intervention of an emergency arbitrator must make its application in writing to the Centre, preferably via the established means of electronic communication.

2. The application for appointment of an emergency arbitrator shall contain:

a) The full name or business name, address and other relevant details for identifying the parties, as well as the most immediate means to contact them.

b) The full name or business name, address and other relevant details to identify and contact the legal counsel or legal representatives of the party seeking an emergency arbitrator.



- c) Reference to the terms of the arbitration agreement or agreements being invoked.
- d) A brief overview of the dispute giving rise to the arbitration proceedings.
- e) A list of the emergency measures being sought.
- f) The grounds for the emergency measures requested, as well as the reasons why the applicant considers that commencement of the procedure for arranging and adopting the emergency measures cannot be delayed until delivery of the case file to the arbitral tribunal.
- g) Reference to the place and language of the proceedings, and the law applicable to the adoption of the requested emergency measures.

3. The application for the appointment of an emergency arbitrator shall include, at least, the following documents:

- a) A copy of the arbitration agreement, regardless of its format, or of the communications providing proof thereof.
- b) Proof of payment of the Centre's filing and administrative fees and, where appropriate, of any applicable advances of funds on account of the applicable emergency arbitrator fees under Annex 2.
- c) The party applying for the appointment of an emergency arbitrator may attach any supporting documents it considers relevant to its application.
- d) If the volume of documents to be submitted exceeds the capacity of the Centre's e-mailbox, the applicant may file its application by recorded delivery, providing copies on electronic media for the Centre, for the emergency arbitrator and for anyone who will potentially be a party in the arbitration, whether or not the emergency measures are addressed to them.
- e) If, due to their nature or to special circumstances, any of the documents cannot be submitted in electronic format, an equal number of copies shall be filed in any format allowing for effective delivery.



4. The application for an emergency arbitrator shall be in the language of the arbitration or, failing this, in the language of the arbitration agreement or, failing this, in the language of the communications providing proof of the arbitration agreement.

5. The place of the emergency arbitrator procedure shall be that agreed by the parties for the arbitration or, failing this, as determined by the Centre or, failing this, as determined by the emergency arbitrator.

60. Delivery of the application for an emergency arbitrator

1. The Secretariat of the Centre will review the formal aspects of the application for an emergency arbitrator and, if it finds that the provisions of this Title apply, it will immediately deliver the application for an emergency arbitrator, along with all supporting documents, to the counterparty.

2. Applications for an emergency arbitrator will not be heard if (i) the arbitral tribunal is already constituted and the case file has been delivered thereto; (ii) the Centre manifestly lacks jurisdiction to resolve the requested emergency measures, or (iii) the application for an emergency arbitrator has not been accompanied with proof of payment of the Centre's filing and administrative fees and, where relevant, of the advances of funds to cover the applicable emergency arbitrator fees.

61. Appointment of an emergency arbitrator

1. Where appropriate, the Centre will appoint the emergency arbitrator as soon as reasonably possible and, in any event, within five business days.

2. Prior to his or her appointment, the emergency arbitrator must submit to the Centre a statement of independence, impartiality, availability and acceptance. The emergency arbitrator shall remain independent and impartial to the parties for as long as he or she performs his or her duties as emergency arbitrator.

3. The appointment of the emergency arbitrator shall be notified to the parties.

4. The case file will be delivered to the appointed emergency arbitrator.



5. As from the appointment of the emergency arbitrator, all communications regarding the procedure to adopt emergency measures must be addressed to the emergency arbitrator. Copies of these communications shall always be sent to the Centre and to the parties and/or their legal counsel or legal representatives.

62. Challenges to an emergency arbitrator

1. The parties may challenge an emergency arbitrator within three business days from notification of his or her appointment, or from the date on which the challenging party gained knowledge of the facts or circumstances which, in the challenging party's opinion, could provide grounds for the challenge.
2. The Centre will decide whether to uphold the challenge after granting the emergency arbitrator and the other parties a reasonable time limit to submit written comments.
3. If the challenge is upheld, a new emergency arbitrator shall be appointed in accordance with the provisions of this Title.
4. The appointment procedure for a new emergency arbitrator shall not stay the proceedings, which will continue until a decision is made. If, in compliance with the procedural timetable, the parties are required to make a submission before the emergency arbitrator is appointed, this submission shall be sent to the other parties and to the Centre, and it will be incorporated into the case file to be subsequently delivered by the Centre to the new emergency arbitrator.

63. Emergency arbitrator proceedings

1. Emergency arbitrators shall conduct the proceedings as they see fit, taking into consideration the nature and circumstances of the emergency measures being sought, and ensuring that the parties have a reasonable opportunity to exercise their due process rights to be heard and to reply.
2. Notwithstanding the foregoing, unless otherwise agreed by the parties, in view of the nature of the emergency measures being sought, the emergency arbitrator may make a decision without hearing the party that may be required to fulfil the emergency measures.



3. As soon as reasonably possible, a reasonable time limit being two days from receipt of the case file, the emergency arbitrator shall prepare a procedural timetable to be subsequently delivered to the parties and the Centre.

4. If the emergency arbitrator sees fit, he or she may call the parties to a hearing, which may be held physically or via any means of communication. Otherwise, the emergency arbitrator shall make his or her decision based on the submissions and documents produced by the parties.

64. Emergency arbitrator's decision

1. The emergency arbitrator shall decide on the emergency measures within fifteen days from delivery of the case file. This time limit may be extended by the Centre, either *ex officio* or upon request by the emergency arbitrator, having regard to the specific circumstances of the case.

2. In the decision, the emergency arbitrator (i) will rule on his or her jurisdiction over the emergency measures being sought; (ii) will decide whether to grant the measures; (iii) will determine whether a guarantee is required to secure the emergency measures, and (iv) will rule on the costs of the proceedings, which shall include the administrative fees of the Centre, the fees and expenses of the emergency arbitrator, and the reasonable expenses incurred by the parties.

3. The emergency arbitrator shall issue a reasoned decision through a procedural order, which shall be dated and signed by the emergency arbitrator before being notified directly to the parties and the Centre.

4. The decision of the emergency arbitrator shall be effective even if it has been rendered after the arbitral tribunal was constituted and following delivery of the case file to the emergency arbitrator, provided that this decision is rendered within the established time limit under the provisions of this Title.

5. The emergency arbitrator's decision in no way entails prejudgment of the dispute between the parties, and no decision relating to the evidence in the emergency proceedings shall have any effect in the arbitration proceedings.



65. Binding effect of the emergency arbitrator's decision

1. The emergency arbitrator's decision shall be binding on the parties, who must perform it voluntarily and without delay following notification thereof.
2. The emergency arbitrator may, following a reasoned request by any of the parties, amend or revoke any decision regarding the application for emergency measures, until he or she ceases to be the emergency arbitrator.
3. The emergency arbitrator's decision will no longer be binding:
 - a) If so decided by the emergency arbitrator in the performance of his or her duties.
 - b) If the Centre orders the termination of the proceedings to hear the emergency measures application because the request for arbitration has not been filed within fifteen days from the filing of the application for an emergency arbitrator or, within a longer time period if so granted in a reasoned decision issued by the emergency arbitrator at the applicant's request.
 - c) If the Centre upholds a challenge against the emergency arbitrator, in accordance with the provisions of this Title.
 - d) If the arbitral tribunal, at a party's request, amends, suspends or revokes the emergency arbitrator's decision.
 - e) If a final award is rendered in the main proceedings, unless the award itself provides otherwise.
 - f) If the main proceedings conclude in any other way.



66. Costs

1. Without prejudice to the provisions of Annex 2, if in light of the work actually performed by the Centre and/or by the emergency arbitrator, or having regard to any other relevant circumstances, it is deemed necessary to increase the costs, the Centre will notify the applicant the increase in costs at any time.
2. The application for an emergency arbitrator will be deemed withdrawn if the applicant fails to pay the increase in costs within the time limit set by the Centre.
3. In case of early termination of the proceedings, the provisions of Article 53(1) will apply.

67. Other provisions

1. Unless otherwise agreed by the parties, the emergency arbitrator may not act as an arbitrator in any arbitration relating to the dispute.
2. The arbitral tribunal shall in no way be bound by any of the emergency arbitrator's decisions, including the decision on costs and on the claims arising from or related to the compliance or non-compliance with the decision.
3. As a general rule, and particularly if so determined by the applicable legislation in the place of the adoption of emergency measures, the parties are entitled to seek conservatory, interim or evidentiary seizure measures before the courts of justice. The parties undertake to notify the Centre, the emergency arbitrator and the other parties that they have sought these judicial remedies, as they must also notify the decision adopted by the relevant judicial authority.



XI. Corporate arbitration

68. Corporate arbitration

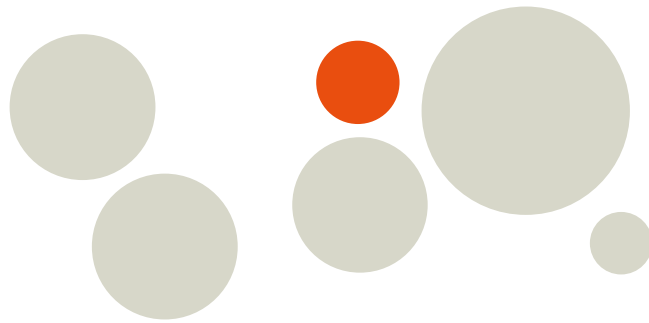
1. The special rules on corporate arbitration provided herein will apply where the subject-matter of the arbitration is a dispute within a company (whether or not a joint stock company) or a body corporate, foundation or association whose bylaws or governing rules contain an arbitration agreement that refers the settlement of disputes to the Centre.
2. The number of arbitrators shall be as specified in the bylaws or governing rules. Otherwise, the number shall be set by the Centre in accordance with Article 11 of these Rules.
3. The Centre will be responsible for appointing the sole arbitrator or, if applicable, the three arbitrators of the arbitral tribunal, unless once the dispute has arisen the parties freely agree to another appointment procedure, provided that the principle of equality is not violated.
4. The Centre may also postpone the appointment of arbitrators for a reasonable time period where it considers that a single dispute may possibly give rise to successive arbitration claims.
5. Prior to the appointment of arbitrators and after consulting with the parties, the Centre may allow the joinder of third parties as co-claimants or co-respondents. After being appointed, and having heard the parties, the arbitrators will decide on the joinder of third parties. The third party that filed the request for joinder will join the proceedings at stage at which they are.
6. If a party filed a request for arbitration regarding a corporate dispute for which there are pending arbitration proceedings, the Centre may, at any party's request, decide to consolidate the new request for arbitration with the pending arbitration, having heard all the parties and complying with the principle of equality in the appointment of arbitrators.
7. When deciding on the matters provided in paragraphs 5 and 6 above, the arbitrators or the Centre will have regard to the parties' will, to the status of pending proceedings, to the costs and benefits attached to the joinder of an additional party and to any other relevant aspects.



XII. Transitional provisions

69. Transitional provision

1. These Rules will enter into force on 1 January 2020.
2. Unless otherwise agreed by the parties, these Rules will apply to any arbitrations for which the request has been filed on or after the day of their entry into force.
3. The provisions relating to expedited proceedings and emergency arbitrators shall apply solely in arbitration proceedings commenced by virtue of arbitration agreements concluded after these Rules have entered into force.



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