

Arbitration Rules

Effective January 1, 2024



CIAM - CIAR

Centro Internacional de Arbitraje de Madrid
Centro Iberoamericano de Arbitraje



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e) the reference to “contact details” shall include domicile, usual residence, place of business, postal address, telephone, fax and email address.

2. The parties shall be deemed to have entrusted the administration of the arbitration to the Center when the arbitration agreement submits the resolution of their disputes to the “Center”, “Court”, “International Court of Madrid”, the “Rules of the Center”, the “Arbitration Rules of the Center” or any other analogous expression from which the parties’ intention to submit to arbitration by the Center is implied in its context.

3. It shall also be understood that the parties entrust the administration of the arbitration to the Center when, in accordance with the Rules of the Madrid Court of Arbitration, the Spanish Court of Arbitration, the Civil and Commercial Court and the Court of Arbitration of the Madrid Bar Association, there is a direct referral of international arbitrations.

4. Submission to these Arbitration Rules shall be deemed to be made to the Rules in effect on the date of filing the request for arbitration unless the parties have expressly agreed to submit to the Rules in effect on the date of the arbitration agreement.

5. The reference to the “Arbitration Law” shall be construed as a reference to the applicable arbitration law in force at the time the request for arbitration is filed.

6. The Center shall be responsible for resolving, either *ex officio* or at the request of any of the parties or the arbitrators, in a definitive manner, any doubt that may arise as to the interpretation of these Rules.

3. Communications

1. All communications between the parties and the Center, as well as the accompanying documents, shall be in digital format and shall be sent electronically, unless otherwise authorized by the Center for exceptional and justified reasons.

2. In its first written submission, each party shall designate an email address for the purpose of communications. All communications from the Center to be addressed to that party during the arbitration shall be sent to that address. They may also designate a physical address if necessary.

3. During the arbitration proceedings, the parties shall notify the Center, the arbitrators and the other parties of any change in their names, designations, addresses, telephone numbers or email addresses. Such modifications shall take effect upon receipt by the Center.

4. Time limits

1. Unless otherwise stipulated, in the periods indicated by days, counted from a given day, such day shall be excluded from the computation, which shall begin on the following day.
2. Time limits shall be calculated by calendar days, not excluding non-working days; however, if the last day of the deadline is a non-business day at the seat of arbitration, it shall be deemed to be extended to the first following working day. For the purposes of these Rules, Saturdays, Sundays and public holidays at the seat of arbitration shall be considered non-working days.
3. The time limits established in these Rules may be modified (including their extension, reduction or suspension) by the Center, depending on the circumstances of the case.
4. Unless otherwise expressly agreed by the parties, the arbitrators may also modify the time limits.
5. The Center, the arbitrators and the parties shall at all times ensure that the time limits are effectively complied with and shall endeavor to avoid delays. This may be taken into account by the arbitrators when deciding on the costs of the arbitration.
6. The parties may agree that certain days shall be non-working days for the purposes of each arbitration proceeding.

II. Commencement of the arbitration

5. Request for arbitration

1. The arbitration proceedings shall commence with the filing of the request for arbitration with the Center or the institutions referred to in article 2.3 of these Rules, which shall record its date of entry.
2. The request for arbitration shall contain, at least, the following:
 - a) The full name, postal and email address and other relevant data for the identification and contact of the claimant party or parties and of the respondent party or parties. In particular, it shall indicate the addresses to which communications should be addressed for all such parties pursuant to article 3.
 - b) The full name, postal and email address and other relevant data for the identification and contact of the persons who will represent the claimant in the arbitration.
 - c) A brief description of the dispute.

the person and address to whom any communications made during the arbitration should be addressed.

- b) The full name, postal and email address and other relevant information for the identification and contact of the persons who will represent the respondent in the arbitration.
- c) Brief allegations on the description of the dispute made by the claimant.
- d) Its position on the claimant's claims.
- e) If it objects to the arbitration, its position on the existence, validity or enforceability of the arbitration agreement.
- f) Its position on the claimant's proposal regarding the number and method of appointment of arbitrators, the language and the seat of arbitration, if there is no prior agreement on this or it intends to modify it.
- g) If the arbitration agreement provides for the appointment of a three-member tribunal, the designation of the selected arbitrator, indicating their full name and contact details.
- h) Its position on the rules applicable to the merits of the dispute, if the matter has been raised by the claimant or, if not, if it deems it to be relevant.
- i) Whether or not a third party has provided financing or funds linked to the outcome of the arbitration. If so, the identity of the funder must be disclosed.
- j) The international nature of the arbitration.
- k) If applicable, the notice of counterclaim under the terms set forth in article 7.
- l) Proof of payment of the corresponding arbitration costs.

3. Once the answer to the request for arbitration has been received with all its documents and copies, a copy shall be sent to the claimant. The correction of any defects in the answer shall be governed by the provisions contained in article 5.5.

4. Failure to submit the answer to the request for arbitration within the time limit shall not stay the proceedings or the appointment of the arbitrators.

7. Notice of Counterclaim

1. If the respondent intends to file a counterclaim, it shall announce this in the answer to the request for arbitration.

9. Advance on costs

1. The Center shall be responsible for the provisional determination of the amount of the proceedings. Prior to the appointment or confirmation of the arbitrators, the Center shall re-quest the amount of the advance on costs of the arbitration, including any applica-ble indirect taxes, to be paid by the parties within a period of time to be fixed by the Center. The Center shall be responsible for adjusting the amount of the arbitration at any time prior to the closure of the arbitration proceedings.
2. During the arbitral proceedings, the Center, on its own initiative or at the request of the arbitrators, may request additional advances on costs from the parties. The expenses related to the proceedings shall be considered part of the costs of the proceedings and shall be covered by the parties, and the Center may request additional advances for such expenses.
3. In cases where, due to counterclaims or for any other reason, it is necessary to request the payment of advances on costs from the parties on several occasions, it shall be the sole responsibility of the Center to determine the allocation of the payments made to the advance on costs.
4. Unless otherwise agreed by the parties, the payment of these advances shall correspond to the claimant and the respondent in equal parts, without prejudice to the final distribution of the costs contained in the award.
5. If, at any time during the arbitration, the required advances are not paid in full, the Center shall require the debtor party to make the outstanding payment within ten days. If payment is not made within this period, the Center may inform the other party so that, if it considers it appropriate, it may make the required payment within ten days. In the event of non-payment, the Center may, at its discretion, refuse to administer the arbitration or to carry out the action for which the outstanding advance on costs was requested. In the event that the Center refuses to administer the arbitration, and after deducting the amount due for administration costs and, if applicable, arbitrators' fees, the Center shall reimburse each party for the balance of the deposited amount.
6. Once the award is rendered, the Center shall send to the parties a statement of the advances received. The unused balance shall be returned to the parties, in the proportion corresponding to each of them.

5. If, failing agreement by the parties, the Center decides that a three-member tribunal should be appointed, the parties shall be given a common time limit within which each party must designate its co-arbitrator. After the expiration of this time limit without a party having communicated its designation, the co-arbitrator for that party shall be appointed by the Center. In this case, the Center may, at its discretion, appoint an arbitrator having the same nationality as the defaulting party. The third arbitrator shall be appointed as provided in the preceding paragraph.

6. When the Center is required to appoint an arbitrator, it may use one of its two systems provided for in Annex 1 to these Rules, the direct appointment system or the list system. Before appointing an arbitrator, the Center shall inform the parties of any disclosures made by the arbitrators.

12. Confirmation of arbitrators

1. The nomination or designation of any arbitrator shall be subject to confirmation by the Center in accordance with the procedure set forth in Annex 1 to these Rules. The Center shall decide on confirmations without obligation to provide reasons.

2. The Center shall confirm the arbitrators designated by the parties or by the co-arbitrators, unless, in its sole discretion, doubts may arise as to, among other matters, their suitability, availability, independence or impartiality.

3. In the event of non-confirmation of any arbitrator designated by a party, by the parties, or by the arbitrators, the parties shall be given a further appropriate time limit within which to make another designation. If the new arbitrator is also not confirmed, the Center shall make the appointment.

13. Independence and impartiality

1. Every arbitrator must be and remain independent of and impartial with respect to the parties, their representatives and advisors and any third party having an interest in the outcome of the proceedings, during the arbitration.

2. Prior to their appointment or confirmation, the person proposed as arbitrator shall confirm their availability and sign a declaration of independence and impartiality with respect to the parties, their representatives and advisors and, if applicable, third parties that may have provided financing or funds related to the outcome of the arbitration, which shall conform to the form provided by the Center, as well

after any evidence that may have been proposed and admitted has been taken, the Center shall make a reasoned decision on the challenge.

6. The Center shall, at the request of either party, made prior to the decision, provide reasons for its decision on the challenge.

15. Removal of arbitrators

1. An arbitrator may be removed if they fail to perform their duties in accordance with the Rules or within the time limits established, when there are factual or legal circumstances that seriously hinder their performance, or when there are unjustified delays in the conduct of the proceedings. The removal of an arbitrator may be decided ex officio by the Center or at the initiative of one of the parties. In the latter case, the party must submit a request to the Center in writing, specifying and substantiating the facts on which the request is based.

2. The request for removal shall not stay the course of the proceedings unless the arbitrators or the Center deem it appropriate to agree to such stay. In the event that the removal affects a sole arbitrator or, in the case of the tribunal, all the arbitrators, it shall be for the Center to decide on the stay of the proceedings.

3. The request for removal shall be presented within fifteen days from the date on which the party knew or should have known the facts on which the removal is based.

4. The Center shall communicate the notice of removal to the arbitrator concerned and to the other parties. If, within ten days after such communication, the other party or the arbitrator accept the removal, the arbitrator shall cease to perform their functions and another arbitrator shall be appointed in accordance with the provisions of article 16 for replacements.

5. If neither the arbitrator nor the other party accepts the removal, they shall so state in writing to the Center within the same ten-day period and, after any evidence that may have been proposed and admitted has been heard, the Center shall make a reasoned decision on the request for removal.

6. In the event of removal ex officio by the Center, the parties shall be notified of the initiative so that they may present their arguments within ten days. The Center shall make a reasoned decision within fifteen days following receipt of the parties' arguments.

7. Article 14.6 shall apply to the Center's decisions on removals.

5. The arbitrators may not delegate to the arbitral secretary any decision making or any of their arbitration functions. The arbitral secretary shall exclusively perform the administrative, organizational and support tasks entrusted to them by the arbitrators. An arbitral secretary may be dismissed at the arbitrators' discretion.

6. In the event of the termination of an arbitral secretary, the Arbitral Tribunal may appoint a substitute arbitral secretary in accordance with the provisions of article 17.3 of these Rules.

7. An arbitral secretary shall in no case replace the work of the Center. The fees of the arbitral secretary shall be borne by the arbitrators. Likewise, the expenses of the arbitral secretary shall also be borne by the arbitrators, unless the parties agree to bear such expenses.

IV. Plurality of parties, plurality of contracts, intervention of additional parties, joinder of proceedings and procedural succession.

18. Designation and appointment of arbitrators with plurality of parties

1. If there are several claimants or respondents and three arbitrators are to be appointed, the claimants shall jointly designate one arbitrator and the respondents shall jointly designate another. In the event of the appointment of a sole arbitrator, the claimants shall act jointly on the one hand, and the respondents, jointly, on the other.

2. In the absence of such a joint proposal and in the absence of agreement on the method of constituting the arbitral tribunal, the Center may appoint the arbitrator whose designation could not be made jointly, or alternatively, at its discretion, appoint all the arbitrators.

19. Joinder of additional parties in the proceeding

1. The Center -before the constitution of the arbitral tribunal- or the arbitral tribunal -once constituted-, may decide to include any additional party in the arbitral proceedings, provided that: (i) all parties and the additional party consent to the intervention; or (ii) the additional party is *prima facie* party to the arbitration agreement on the basis of which the jurisdiction of the arbitral tribunal is established or is intended to be established.

20. Multiplicity of contracts

Claims arising out of or in connection with more than one contract may be brought in a single arbitration, provided that they are brought on the basis of one or more arbitration agreements under the Rules that are compatible with each other.

21. Consolidation of proceedings

1. Without prejudice to any mandatory provision of the law(s) applicable to the arbitration, any party may request that the pending arbitration proceeding be consolidated with one or more other arbitration proceedings if one or more of the following conditions are met:

- a) the parties to all proceedings have agreed to the consolidation; or
- b) all claims in the arbitrations are made under the same arbitration agreement(s); or
- c) the claims in the arbitrations are not made under the same arbitration agreement(s), but the arbitration agreements are compatible and: (i) the disputes in the arbitrations arise in connection with the same legal relationship, or (ii) the arbitrations involve common questions of law or fact, where resolution in separate proceedings would risk resulting in incompatible decisions.

2. Requests for consolidation shall be filed with the Center. Unless otherwise decided by the Center, a request for consolidation shall not have the effect of staying pending arbitrations.

3. The request for consolidation shall be decided by the Center. Prior to deciding on the request, the Center shall grant the parties and the arbitrators of the pending arbitrations a hearing on the request for consolidation. The Center shall issue a reasoned decision on the request for consolidation within fifteen days once the parties and the arbitrators of the pending arbitrations have been heard.

4. In deciding whether consolidation is appropriate, the Center shall assess whether the conditions set forth in paragraph 1 above are met. The Center may also take into account any circumstances it considers relevant, including, as appropriate: (i) the stage of the pre-existing proceedings; (ii) whether consolidation would create conflicts of interest; (iii) whether consolidation would result in more efficient proceedings; (iv) whether there is a sufficiently close nexus between the arbitrations to be consolidated; (v) any relevant considerations of procedural fairness; and/or (vi) whether consolidation may jeopardize the validity of the award(s).

2. The arbitrators, unless otherwise agreed by the parties, shall not have the power to change the seat of arbitration.
3. The Center, when it has fixed the seat of arbitration, may, if exceptional circumstances have arisen that jeopardize the integrity of the arbitration, decide to change the seat, after hearing the parties and the arbitrators.
4. The hearings and meetings shall be held virtually or in the place that the arbitrators, after hearing the parties, deem most appropriate, without this circumstance implying a change in the seat of arbitration.
5. The law of the seat of arbitration shall be the law applicable to the arbitration agreement and to the arbitration proceedings in all matters not governed by these Rules, unless the parties have expressly agreed otherwise and provided that such agreement of the parties does not violate the law of the seat of arbitration.
6. The award shall be deemed to have been made at the seat of arbitration even if signed elsewhere.

24. Language of arbitration

In the absence of agreement between the parties, the language of the arbitration shall be determined by the Center having regard to the circumstances of the case, after consultation with the parties. If the circumstances so warrant and by reasoned decision, once appointed, the arbitrators may order that the arbitration be conducted in more than one language, or that a party may submit submissions communications or evidence in a language other than the language of the arbitration.

25. Representation of the parties

1. The parties may appear represented or advised by persons of their choice. To this end, the party shall state in the corresponding written statement the name of the representatives or advisors, their contact details and the capacity in which they act. In case of doubt, the arbitrators may require reliable proof of the conferred representation.
2. Each party shall promptly inform the Center, the arbitrators and the other parties of any change in its representation.
3. The arbitrators may, once the tribunal has been constituted, and after consulting the parties, take any measures necessary to avoid a conflict of interest arising from a change in the representation of the parties, including the exclusion of the new party's representatives from participating in whole or in part in the arbitration proceedings.

- h) To decide on the admissibility of the supplementation, extension or modification of the parties' arguments on the merits, taking into account, among other circumstances, the procedural moment in which they are intended to be made.
- i) To determine the rules applicable to the proceedings, even if they have not been invoked by the parties, provided that they are given the opportunity to express their views on the applicability of such rules.
- j) To order any of the parties to produce documents or copies of documents in their possession that have a bearing on the case.
- k) To take any appropriate measure to enable the performance of expert investigations or on-site inspections, including ordering that a movable or immovable property or access to facilities or sites be made available to a party, an expert or a third party.
- l) To adopt measures to protect industrial secrets or any other type of confidential information.
- m) To adopt measures to preserve the integrity of the proceedings, including oral or written admonishment of counsel.

28. Rules of procedure

1. As soon as the arbitral tribunal is formally constituted, and provided that the required advances have been paid by the parties, the Center shall deliver the case file to the arbitrators.
2. The arbitrators shall direct and order the arbitration proceedings as they deem appropriate, if necessary, by means of procedural orders, after consulting with the parties.
3. All those participating in the arbitration proceedings shall act in accordance with the principles of confidentiality and good faith in the conduct of the proceedings. The parties and their representatives shall avoid unnecessary delays in the proceedings and their actions may be taken into consideration by the arbitrators in the decision on costs.

- e) The full names, addresses and other contact information of each of the arbitrators.
- f) The language and seat of arbitration.
- g) The legal rules applicable to the merits of the dispute or, where appropriate, whether it should be resolved in equity.
- h) The procedural calendar.

2. The parties empower the arbitrators, after consultation with them, to modify the procedural calendar, as often and to the extent they deem necessary, including extending or staying, if necessary, the time limits initially established within the limits set forth in article 40 of these Rules. Should the parties fail to agree on the structure and procedural calendar, the arbitrators may take into account the proposal contained in Annex 3.

32. Decision on the arbitral tribunal's jurisdiction

1. The arbitrators shall have the power to decide on their own jurisdiction, including in relation to any objections relating to the existence or validity of the arbitration agreement or any other objections whose consideration would prevent them from entering into the merits of the dispute.
2. For this purpose, an arbitration agreement forming part of a contract shall be deemed to be an agreement independent of the other provisions of the contract. A decision by the arbitrators that the contract is null and void shall not by itself render the arbitration agreement invalid.
3. As a general rule, objections to the arbitrators' jurisdiction must be raised in the answer to the request for arbitration or, at the latest, in the statement of defense or, where applicable, in the response to the counterclaim, and shall not stay the course of the proceedings.
4. As a general rule, objections to the arbitrators' jurisdiction shall be resolved as a preliminary question and by means of an award, or by procedural order, after hearing all the parties, although they may also be resolved exceptionally and in a reasoned manner in the final award, once the proceedings have been concluded.

35. Default

1. A party to which a request for arbitration has been made and who, having been served or attempted to be served in accordance with article 3, fails to appear within the time limit to respond to the request, shall be deemed to be in default.
2. In such case, the Center shall issue a decision declaring the default of the party and the proceedings shall continue. Once the default has been declared, the Center and the arbitrators shall, if applicable, notify the defaulting party, in accordance with article 3, the following decisions: (i) the decision declaring the default; (ii) the First procedural order; (iii) the statement of claim; and, (iv) the award. In any case, the file shall remain at the disposal of the party in default at all times during the proceedings.
3. The party in default may appear at any time during the course of the proceeding, at which time the proceedings will be continued with it but shall not be reverted in time.
4. In the event of the extinction of a party and its procedural succession in accordance with article 22, the arbitrators, taking into account the provisions of article 3 for the purpose of notifications, may, at their discretion, declare the successor of the extinct party to be the party in default and continue with the proceedings in the usual manner.

36. Continuation of the arbitration

1. If the respondent or counterclaimant fails to file the answer to the request for arbitration, the statement of defense or the counterclaim within the prescribed time limit without giving sufficient cause, the arbitrators may, after having ascertained such circumstance, order the continuation of the proceedings. Should the party appear during the course of the arbitration, the arbitrators shall not be obliged to revert the proceedings.
2. Likewise, if one of the parties, duly summoned, fails to appear at the hearing without sufficient cause, the arbitrators shall be empowered to continue the hearing without its presence.
3. The arbitrators shall also decide, at their discretion, any other procedural issues raised by the parties, either by procedural order, partial award or, exceptionally and upon reasoned decision, in the final award.

7. The arbitrators may grant an interim measure ratifying or modifying the preliminary injunction, once the party against whom the preliminary injunction was directed has been notified and has had the opportunity to object. In the absence of such an interim measure, any preliminary injunction shall expire twenty days after its issuance.

8. A preliminary injunction shall be binding on the parties but shall not in itself be subject of judicial enforcement. Such preliminary injunction shall not constitute an award.

39. Closing of the proceedings

The arbitrators shall declare the proceedings closed when they consider that the parties have had sufficient opportunity to assert their rights. After that date, no pleading, argument or evidence may be submitted, unless the arbitrators, due to exceptional circumstances, authorize it.

VII. Termination of the proceeding and issuance of the award

40. Time limit for rendering the award

1. If the parties have not agreed otherwise, the arbitrators shall decide on the requests made within three months of the hearing or of the last substantive pleading.

2. By submitting to these Rules, the parties delegate to the arbitrators the power to extend the time limit for rendering the award for a period not exceeding two months in order to properly complete their task. The arbitrators shall ensure that there are no delays. In any case, the time limit for rendering the award may be extended by agreement of all the parties.

3. Notwithstanding the foregoing, in exceptional circumstances, the Center may, at the reasoned request of the arbitrators, of the parties or on its own motion, extend the time limit for rendering the award.

41. Form, content and communication of the award

1. The arbitrators shall decide the dispute in a single award or in as many partial awards as they deem necessary or as requested by the parties. All awards shall be deemed to have been rendered at the seat of arbitration and on the date specified therein.

43. Scrutiny of the award by the Center

1. At least twenty days before the expiration of the time limit for rendering the award, the arbitrators shall submit a draft award for scrutiny by the Center. If an arbitrator has submitted a separate opinion, the presiding arbitrator shall attach it to the draft award.
2. The Center may propose formal modifications to the award and shall verify that, if there is a dissenting vote, it complies with the principles of secrecy of deliberation and respectful disagreement with the majority.
3. The Center may, while respecting the arbitrators' freedom of decision, draw their attention to aspects related to the merits of the dispute, as well as to the determination and apportionment of costs.
4. The arbitrators shall not issue any final award without the approval of the Center as to its form.
5. The scrutiny of the award by the Center shall in no way imply that the Center assumes any responsibility for the contents of the award.

44. Correction, clarification, rectification and supplementation of the award

1. Within fifteen days of the notification of the award, unless the parties have agreed otherwise, and provided that this is not contrary to the law of the seat of arbitration, either party may apply to the arbitrators for:
 - a) The correction of any calculation, copying, typographical or similar error.
 - b) Clarification of a specific point or part of the award.
 - c) The supplement of the award with respect to claims formulated and not resolved therein.
 - d) The rectification of the partial overreach of the award, when it has decided on matters not submitted to its decision or on matters not subject to arbitration.
2. A decision to correct, clarify or rectify the award for overreach will take the form of an addendum, which will form part of the final award. A decision granting or rejecting on the merits a request for supplement shall take the form of an "additional award".

3. While the Center's obligation of custody and preservation of the record of the arbitration remains in force, either party may request the return and delivery, at its own expense, of the original documents it has submitted.

48. Costs

1. The arbitrators shall rule on the costs of the arbitration in the award, unless otherwise agreed by the parties.

2. Reasons shall be given for any award of costs. As a general rule, the award of costs shall reflect the success and failure of the respective claims of the parties, unless the parties have established a different criterion of allocation, or if, in view of the circumstances of the case, the arbitrators consider the application of this general principle is inappropriate. When fixing the costs, the arbitrators may take into account all the circumstances of the case, including the cooperation or lack thereof of the parties, in facilitating the efficient conduct of the proceedings, avoiding unnecessary delays and costs.

3. The costs of the arbitration shall be fixed in the award and shall include:

- a) Admission and administration fees of the Center, in accordance with Annex 2;
- b) The fees and expenses of the arbitrators, which shall be fixed or approved by the Center in accordance with Annex 2;
- c) The fees and expenses of the experts appointed, if any, by the arbitrators; and
- d) Expenses and fees incurred by the parties for their defense in the arbitration.

4. Arbitrators' fees

1. The Center shall fix the fees of the arbitrators in accordance with Annex 2, taking into account the time spent by the arbitrators and any other relevant circumstances, in particular the early termination of the arbitral proceedings by agreement of the parties or for any other reason and any delays in issuing the award.

2. The arbitrators may not collect any amount directly from the parties.

3. The correction, clarification or supplementation of the award provided for in article 44 shall not give rise to additional fees unless the Center finds that their particular circumstances justify them.

IX. Abbreviated and highly expedited procedures

53. Abbreviated procedure

1. The abbreviated procedure will be applicable whenever:
 - a) The total amount in dispute is equal to or less than 1,000,000 euros, taking into account the claim and any counterclaim, and the parties have not expressly agreed not to apply it.
 - b) the Center does not decide that its application is inappropriate, based on the opposition of a party.
2. Any opposition to the application of the abbreviated procedure shall be set out in the request for arbitration and the answer thereto, and the decision shall be made by the Center, after hearing the other parties.
3. In the event that the amount of the proceedings is modified beyond the amount established in paragraph 1.a) of this article, the proceedings shall continue to be managed as abbreviated, unless the Center determines otherwise.
4. Regardless of the terms of the arbitration agreement, a sole arbitrator shall be appointed, unless the circumstances of the case make it appropriate, at the discretion of the Center and after hearing the parties, to appoint an arbitral tribunal composed of three arbitrators. The parties may designate the sole arbitrator within a time limit to be determined by the Center. Failing such designation, the Center shall appoint the sole arbitrator within ten days.
5. Once the arbitral tribunal has been constituted, no party may make additional claims, unless the arbitral tribunal so authorizes, having considered the nature of these claims, the stage of the arbitration and any other relevant circumstances.
6. The arbitral tribunal and the parties shall act expeditiously during the proceedings. For this purpose, the arbitral tribunal may shorten any of the time limits provided for in these Rules. The arbitral tribunal may also adopt any measure it deems appropriate to comply with the expeditious nature of the proceedings, after consultation with the parties, such as in particular: (i) limiting the number, length and scope of written submissions; (ii) deciding that the case shall be decided on the basis of documents, without a hearing; or, (iii) deciding not to authorize requests for production of documents. In any event, the arbitral tribunal must ensure that each party has a reasonable opportunity to present its case and respect the principle of equality of parties.

Appointment and designation of arbitrators

6. Regardless of the terms of the arbitration agreement, a sole arbitrator shall be appointed. The parties may designate, by mutual agreement, the sole arbitrator within seven days of the answer to the request for arbitration. Failing such appointment, the Center shall appoint a sole arbitrator directly within seven days of the expiration of the above time limit.

Statement of claim, defense and eventual replies and rejoinders

7. The claimant shall file its statement of claim within fifteen days of the decision of the Center referred to in article 54.3.

8. The statement of claim shall include all arguments and all factual and legal evidence (including any written statements of witnesses and expert reports) on which the claimant relies in support of its claims. The statement of claim shall include all the claims of the claimant, and no new claims shall be admissible at a later stage, unless decided by the sole arbitrator.

9. The respondent shall file its statement of defence and counterclaim, if any, within fifteen days of the statement of claim. The provisions of article 54.8 shall apply to the statement of defence and counterclaim.

10. The claimant shall file its statement of defence to the counterclaim, if any, within fifteen days of the statement of defence and counterclaim. The provisions of article 54.8 shall apply to the statement of defence to the counterclaim.

11. The sole arbitrator may authorize, within a short period of time, written replies and rejoinders to the statement of claim and the statement of defence, as well as a reply to the counterclaim and the statement of defence to the counterclaim. Such briefs may not include additional evidence which does not strictly answer a previous argument or evidence of the other party. Evidence produced, if any, pursuant to article 54.13 may also be submitted.

Rules of procedure

12. A first procedural order shall not be prepared.

13. The sole arbitrator shall have the power to decide that there shall be no requests for the production of documents. The sole arbitrator may decide that such requests shall be limited to a certain number of precisely identified documents and that requests for the production of categories of documents shall not be admissible. The sole arbitrator's decision on such requests does not need to be reasoned.

X. Emergency arbitrator

55. Emergency arbitrator

1. Unless otherwise agreed by the parties, at any time prior to the delivery of the file to the arbitral tribunal, any party to the proceedings may request the appointment of an emergency arbitrator.
2. The emergency arbitrator may take such interim measures as they deem necessary, which by their nature or circumstances cannot wait until the time of delivery of the file to the arbitral tribunal (“Emergency Measures”).

56. Request for an emergency arbitrator

1. The party requesting the intervention of the emergency arbitrator shall address the request in writing to the Center, preferably using the provided electronic means of contact.
2. The request for appointment of the emergency arbitrator shall contain:
 - a) The full name or company name, address and other relevant data for the identification of the parties, as well as the most immediate way to contact them.
 - b) The full name or company name, address and other relevant data for the identification and contact of the persons who will represent the party requesting the emergency arbitrator.
 - c) The content of the arbitration agreement or agreements being invoked.
 - d) A brief description of the dispute between the parties that gave rise to the initiation of the arbitration proceedings.
 - e) The list of the requested Emergency Measures.
 - f) The grounds for the request for Emergency Measures, as well as the reasons why the party considers that the initiation of the processing and adoption of Emergency Measures cannot wait until the delivery of the file to the arbitral tribunal.
 - g) Mention of the seat and language of the proceedings, and the law applicable to the adoption of the requested Emergency Measures.
3. The request for the appointment of the emergency arbitrator shall be accompanied by at least the following documentation:

2. The request for an emergency arbitrator will not be processed:
 - a) when the arbitral tribunal has already been constituted and the arbitration file has been transmitted to it;
 - b) when the Center manifestly has no jurisdiction; or,
 - c) when the request for an emergency arbitrator has not been accompanied by proof of payment of the Center's administration fees and the applicable provisions for the emergency arbitrator's fees, in accordance with Annex 2.

58. Appointment of the emergency arbitrator

1. When appropriate, the Center shall appoint the emergency arbitrator within the shortest possible time, which shall not exceed two working days.
2. Prior to appointment, the emergency arbitrator shall submit to the Center a statement of independence, impartiality, availability and acceptance. The emergency arbitrator shall remain independent and impartial with respect to the parties for the duration of their functions as emergency arbitrator.
3. The appointment of the emergency arbitrator shall be notified to the parties.
4. The appointed emergency arbitrator shall be provided with the case file.
5. From the time of the appointment of the emergency arbitrator, all communications relating to the Emergency Measures procedure shall be addressed to the emergency arbitrator and shall always be copied to the Center and the parties and/or their representatives. They must also be uploaded to the digital platform that the Center has for this purpose.

59. Challenge to the emergency arbitrator

1. The parties may challenge of the emergency arbitrator within three working days from the notification of their appointment, or from the time the facts and circumstances which, in their opinion, may support the request for challenge come to their knowledge.
2. The Center shall, after allowing a reasonable period of time for the emergency arbitrator and the other parties to make written submissions on the challenge, decide whether to admit the challenge.
3. If the challenge is upheld, a new appointment of an emergency arbitrator shall be made in accordance with the provisions of this Title.

4. The decision of the emergency arbitrator shall be reasoned, dated and signed by the emergency arbitrator prior to the direct notification to the parties and the Center.

62. Binding effect of the emergency arbitrator's decision and duration of their term of office

1. The decision of the emergency arbitrator shall be binding on the parties, who shall execute it voluntarily and without delay as soon as it is notified.

2. The emergency arbitrator's decision shall cease to be binding if:

a) The Center agrees to terminate the proceedings for the request for Emergency Measures for failure to file the request for arbitration within fifteen days from the filing of the request for an emergency arbitrator, or within a longer period, if so agreed by the emergency arbitrator at the request of the requesting party.

(b) The Center accepts a challenge to the emergency arbitrator, in accordance with the provisions of this Title.

c) The arbitrators, at the request of a party, stay, modify, in whole or in part, or revoke the decision of the emergency arbitrator.

d) The final award is rendered in the main proceeding unless the award itself provides otherwise.

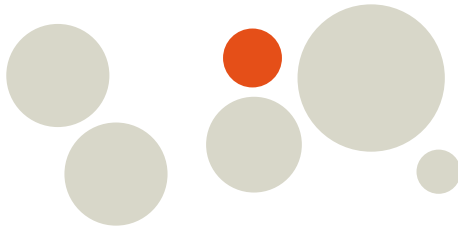
e) The main proceedings are otherwise terminated.

63. Costs

1. Notwithstanding the provisions of Annex 2, if, in relation to the work actually performed by the Center and/or the emergency arbitrator, or due to other relevant circumstances, it is deemed necessary to increase the costs, the Center may at any time notify the requesting party of the increase in costs.

2. If the party requesting the emergency arbitrator fails to pay the increased costs within the time limit determined by the Center, the request shall be deemed to have been withdrawn.

3. If the proceeding is terminated early, the provisions of article 49.1 shall apply.



CIAM - CIAR

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