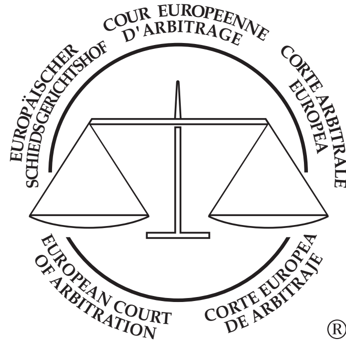
Cour Européenne d'Arbitrage
European Court of Arbitration
Corte Arbitrale Europea
Corte Europea de Arbitraje
Eurpäischer Schiedsgerichtshof

The Rules of the European Court of Arbitration

2022



ARBITRATION RULES OF THE EUROPEAN COURT OF ARBITRATION

Cour Européenne d'Arbitrage, Corte Arbitrale Europea, Corte Europea de Arbitraje, Europäischer Schiedsgerichthof.

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PREAMBLE

1. The European Centre of Arbitration and Mediation Centre (the Centre or CEAM) is a legal entity under the laws of Alsace Moselle and has its registered offices in Strasbourg (France) at 3, rue du Général Frère.

2. It operates through various divisions, amongst which the European Court of Arbitration as to arbitration.

3. The European Court of Arbitration (in other languages *Cour Européenne d'Arbitrage, Corte Arbitrale Europea, Corte Europea de Arbitraje, Europaïscher Schiedsgerichtshof*), as well as through its acronym CEA (hereinafter called the «Court of Arbitration» or «Court») is the branch of the Centre which administers, without deciding them itself, domestic and international arbitrations

4. The Court is managed by an Executive Committee (the Executive Committee of the Court) composed of 5 members of the Council of the European Centre of Arbitration (the Council); these are the President of the Council and four other members appointed by the Council.

5. The Court has two International Registrars (*Greffes-Geschäftstellen-Segretariati della Corte*) at the following addresses:
   - 3, Viale Cassiodoro, Milan (20145 Italie) competent for disputes in which one or more parties belong to a country of the Mediterranean or the Middle East 3, rue du Général Frère, Strasbourg (67081 France) competent for all the other disputes.

6. The Registrar is run by the Chairman of the competent Executive Committee and acts through its Chairman or through any person to whom this task in general or for a single proceeding is entrusted by the Committee or by its Chairman.
   They shall act under the title of Registrar or Secretariat.

7. National Chapters exist in various countries, each one run by a National Executive Committee. Each National Chapter may have, if previously approved in writing by the Executive Committee of the European Court of Arbitration, its own Rules for domestic arbitration which may be only an Appendix to these Rules.

Arbitration Rules

8. The Court shall administer the organisation of domestic and international arbitral proceedings in conformity with its Arbitration Rules, its Internal Rules, its Pre Arbitral Referee Rules and other rules set out by the European Centre of Arbitration (all together "the Rules). The parties, by entering into an arbitration agreement which submits disputes to the Court accept that the proceedings will be governed by such rules.

Executive Committee of the Court

9. The Executive Committee of the Court is the only one which is competent to administer disputes of an international character (see articles 1.5, 2 and 3 of the Internal Rules of the Court) or which the parties have expressly stated to refer to the Executive Committee of the Court.
   The Executive Committee of the Court has, as to such proceedings, the power to
   - appoint arbitrators, remove and replace them through its Nominating Committee
   - organise and supervise the arbitral proceedings
   - fix the amount of the advance payments and subsequently tax the arbitration costs according to the Arbitration Rules and to the attached Schedule (Appendix 4)
   - control the activity of its Registrars.

Domestic Arbitration

10. A National Chapter of the Court shall administer the organisation of domestic arbitral proceedings, as defined at para 2 of the Internal Rules, which are within its jurisdiction or which the parties have expressly referred to it, including the appointment of arbitrators, their removal and replacement.

Set up of the Court and of its National Chapters and Definitions

11. All references to "the European Court of Arbitration", or to "the Court", refer to the Executive Committee of the Court, the body of the Centre which is responsible for administering arbitral proceedings and for exercising the other functions provided for by the Rules, except for the arbitral proceedings which fall within the jurisdiction of a National Chapter of the Court. The National Chapter will administer, through its Chairman or any other member delegated for that specific arbitral proceedings, which are within its jurisdiction and exercise the other functions provided for by the above referred to Rules.

12. The adoption by the parties of the Court's Arbitration Rules shall constitute acceptance by the parties also of the Internal Rules which govern the functioning of the Court, of the Executive Committee, and of its National

Chapters, within their respective areas of jurisdiction.

13. For each dispute referred to it, the Nominating Committee of the Court will form an Arbitral Tribunal which shall conduct the arbitral proceedings.

14. The Rules – as well as any other related Rules of the Court – apply to the arbitral proceedings which come within the jurisdiction of the European Court of Arbitration.
Subject to the prior approval by the Council of the European Centre of Arbitration and Mediation which will be granted when it is necessary or opportune, each National Chapter may amend the arbitration rules of the Court, to administer its local domestic arbitral proceedings .

15. Any applicable mandatory statutory procedural provisions shall automatically replace any specific conflicting provisions of these Rules.

16. The terms «European Court of Arbitration,» «Court of Arbitration», «Court» and "CEA" will refer to the body of the Centre which is responsible for administering in a specific arbitral proceedings (the Executive Committee of the Court or – when competent – the Executive Committee of a National Chapter) and for exercising the other functions provided for by these Rules as well as by the Internal Rules of the Court.
The term «Arbitral Tribunal» refers to a sole arbitrator or to more than one arbitrator, confirmed or appointed by the Court to determine a particular dispute.

17. The term "Competent Registrar" refers to the Registrar which depending on the circumstances shall be one of the two International Registrars of the Court or the Registrar/Secretariat of a National Chapter which has jurisdiction over that dispute.

FIRST PART: ARBITRATION RULES

Art. 1. GENERAL RULES

1.1. Any disputes referred to the Arbitral Tribunal will be determined in accordance with the following Rules. Any possible amendment by the parties to the arbitration agreement or to these Rules will be subject to the prior written agreement by the Court and by the Arbitral Tribunal.

1.2. By agreeing to refer a dispute under these Rules, the parties undertake to contribute to a quick and proper determination of their dispute and to refrain from doing anything which might cause unreasonable delays or raise unnecessary obstacles to the conduct of the proceedings. Non compliance by the party which such a duty will be reflected by the allocation of the costs of the proceedings.

1.3. The acceptance of these Rules by the parties involves their undertaking not to disclose and to avoid that its counsel, consultant, executives, employees and in general any agent or associate of it, disclose any document or information concerning such arbitral proceedings before the commencement of the arbitral proceedings as well as during and after them.
This commitment includes inter alia all what is said, written, produced or argued during the proceedings, as well as any award and procedural order.
A statement as to the existence of the arbitral proceedings, or as to a specific aspect of them, may be made by a party only if it becomes necessary for court proceedings, or in the relationships with the State or in the relationship with one's own shareholders, stockholders or statutory auditors.

1.4. The Court has made available a number of standard clauses which include its standard arbitration agreement (which provide for a right to appeal - by way of rehearing - to an appellate arbitral tribunal and for the appointment of a sole arbitrator or for the appointment by the Court of three arbitrators), as well as one providing for mediation and arbitration.
Unless the parties have excluded it by adopting by mutual agreement the standard clause which does not provide for arbitral appellate proceedings or by expressly excluding it before the final hearing, the award will then be open to arbitral appellate proceedings, subject to any applicable mandatory statutory provisions to the contrary.

1.5. If one of the parties refuses to take part in the arbitral proceedings, such proceedings will nevertheless continue, subject to the possible application of Article 8 of the Rules.

1.6. Appendix 2 of the Rules provides a recommended timetable for the proceedings.
The Court requests that the timing provided by these Rules be complied with by all participants.
The Tribunal shall use its best efforts to ensure that the proceedings adhere, as much as possible, to the timetable established by these Rules and as provided by said Appendix.
Save for mandatory statutory time provisions of the applicable procedural law, the Arbitral Tribunal may, after receiving a request from one or more of the parties or of its own volition, extend or vary time limits prior to their expiry within the framework of respecting the deadline for the filing of the award.

Art. 2. ARBITRATION AGREEMENT

2.1. Following the filing of the request for arbitration as per art. 3, the Court shall decide by a merely administrative decision whether or not an arbitration agreement exists «prima facie».
If the Court takes the view that such an agreement does not exist prima facie, or is manifestly void or does not refer the dispute to the Court, the Court will file it away and inform the parties of its findings.
In that event, if all parties intend to refer the dispute to the Court, then they have to agree on that in writing.

2.2. If one party submits that the contract containing the arbitration agreement is null and void or has not come into existence or that the arbitration agreement itself is null and void or non existent, while the Court had found the agreement to be prima facie in existence and valid, the Arbitral Tribunal shall remain seized and have power to determine itself at any time during the proceedings on such issues.
The Arbitral Tribunal may make such a determination even in its final award.

PART TWO: THE INITIAL PART OF THE ARBITRAL PROCEEDINGS

Art. 3. REQUEST FOR ARBITRATION OR SUBMISSION

3.1. The Court is empowered to act upon the filing with it of a request for arbitration in writing based on an arbitration agreement, or a submission to arbitration, subject to the provisions of the applicable law.
The request or the submission shall be filed in hardcopy and in electronic format with the competent International Registrar of the Court according to Art. 5 of the Internal Rules or, in the event of domestic arbitrations with the Secretariat of the relevant National Chapter, if in existence at the time of its filing (hereinafter the "Registrar").

3.2. The arbitral proceedings shall be deemed to commence on the day of receipt of the request by the Competent Registrar a hand copy of the Request for Arbitration and of its file. The request for arbitration, which will state the full particulars of the parties, the facts, the subject matter of the dispute, the arguments, the claim, and a list of the questions to be decided, and the reliefs sought, is to be filed in hardcopy and also in electronic format, together with the following:
- the original arbitration agreement or a copy thereof to be certified according to the law of the State where the agreement was made;
- two complete files containing the request the documents - to be numbered - tendered to support it (evidencing in each of them the parts upon which it relies) and a list of them, mentioning the date and the coordinates of each of them, and as many copies as there are parties and arbitrators. A copy will be submitted for each arbitrator (photocopies may be produced in lieu of the original unless another party objects);
- the standard form containing the administrative particulars related to the arbitral proceedings (Appendix 2);
- an up to date certificate of the Companies Registry or an equivalent document for legal entities and a certified copy of a document proving the identity of physical persons;
- where the Claimant has elected to be represented by an attorney at law, an original power of attorney issued in favour of the attorney at law instructed to represent the Claimant, certified in the manner required by the law of the State where the power of attorney is issued;
- evidence of payment of a sum equivalent to

25% of the maximum fees of the arbitrator (or of the three arbitrators, if so provided for in the arbitration agreement), as well as of the administrative dues, under the Scale of Fees and Administrative Dues (Appendix 3)(the amount of the fees is to be calculated in accordance with that scale, which may have to be adjusted in the event of the number of arbitrators being changed)
- evidence of the dispatch of the full File to the Defendant/s;
- a list of the questions to be decided.

3.3. The Competent Registrar shall invite the Defendant within 7 working days after receipt of the request, in accordance with article 6, to file his/its Statement of Defence.

3.4. Upon recording the request, the Competent Registrar will examine the Request, will allocate an administrative reference number to it and will acknowledge receipt within 7 days after its receipt, together with any possible comments as to form requirements as well as with a possible request to complete the file.

3.5. Payment in respect of balance of costs and fees is to be made pursuant to article 8.4.

3.6. The Competent Registrar shall keep its Executive Committee informed as to the proceedings.

Art. 4. STATEMENT OF DEFENCE

4.1. Defendant has a time-limit of 4 weeks from its receipt of the Request for Arbitration and of its File to file its Statement of Defence. The Defendant is advised that if it fails to do so the arbitral proceedings will continue nevertheless.
The Court may extend the time-limit if it considers it necessary and justified to do so.

4.2. The file – to be delivered in hardcopy as well as in an electronic format – shall include:
- the Answer which will deal with the full details of the parties involved, the subject matter of the dispute, the facts, the claim, the arguments, the reliefs sought and a list of the questions to be decided.
- the documents to be numbered tendered to support its objections and possible counter claims (evidencing in each of them the parts on which it relies), with a List of them, mentioning the nature and the date of the document,
- an updated certificate of the Companies' Registry or an equivalent document for legal entities and a certified copy of a document proving the identity of physical persons (such as a certificate of residence);
- where the Claimant has elected to be represented by an attorney at law, an original power of attorney issued in favour of the attorney-at-law instructed to represent the Claimant, at the office of which to elect its domicile, certified in the manner required by the law of the State where the power of attorney is issued;
- evidence of the payment of a the sum due pursuant to Art. 4.4;
evidence of the dispatch of the full File to the Claimant It shall be filed in the following number of copies: one for the Registrar, one for each other party and one for each arbitrator.

4.3. In accordance with article 3.2, the Defendant is required to pay 25% of the costs and fees stated by the schedule in force at that time and applicable to proceedings in which no counterclaim is made. In the event of a counterclaim being made, the Claimant shall pay the balance to reach 25% of the costs and fees based on its claim and on the counterclaim and the Counterclaimant will pay 25% of the costs and fees based on the claim and on its counterclaim, unless one party requests that the other party pays all the fees and dues on its respective claims, in which case the Registrar will so request to the parties.
Any party joining the proceedings and making – if so allowed – an additional claim, will pay an advance of half of the costs and fees based on its claim as provided in the Schedule marked Appendix 4.

4.4. The Claimant shall inform the Competent Registrar within 10 days after receipt of the Statement of Defence of its intention to file a Reply to the Statement of Defence in the absence of that, the Court will construe this silence as meaning the absence of an intention to file a Reply.
The Reply shall be forwarded to the Competent Registrar within 21 days after receipt by Claimant of the electronic format of the Statement of Defence. If a reply is filed, the Defendant will be entitled to file a Rebuttal within 21 weeks after its receipt of the Reply in electronic format.
The proceedings shall continue whether or not that notice and a Reply is filed within the time limit stated above.

Further Rebuttals

4.5. Further Rebuttals shall be submitted in compliance with the Rules as directed by the Arbitral Tribunal.

4.6. The party desiring to submit new documents, or claims, or defences, must give a summary of their contents to the other parties in writing as to their

contents and as to the time limit for producing them.

4.7. If a party makes such a submission on new elements, a reply by the other parties shall always be allowed. Such reply shall be delivered to each other party and to the arbitrators at least five days before the hearing.

4.8. The Registrar keep its Executive Committee informed of the proceedings.

4.9. All the pleading and documents will be forwarded in hard copy as well as in an electronic format.

Art. 5. ADDITIONAL CLAIMS AND CLAIMS BY PARTIES JOINING THE PROCEEDINGS

5.1. Claims made by the parties may be amended in the course of the proceedings provided such amended claims remain within the ambit of the arbitration agreement and provided that the facts and acts upon which such claims are founded remain sufficiently proximate to the original claims.

5.2. The Defendant may make a counter/claim, which must be submitted at the same time as the submission of Statement of Defence. Its form and contents must comply with the same requirements set out in articles 3 and 4 for all other claims.

5.3. The joinder of a third party to arbitral proceedings may only take place if the parties to the arbitration and the third party concerned agree in writing and the joinder is accepted by the Arbitral Tribunal.

5.4. The rules as provided in article 4 shall apply to all additional claims, counterclaims and claims by parties joining the proceedings.
The Defendant to the counterclaim will have the right to reply to the counterclaim within the time limit provided for in article 4 (1). The counterclaimant will be entitled to reply according to article 4 (4) and (5).

Art. 6. NOTIFICATIONS

6.1. The Competent Registrar will confirm any application, pleading or document and give any notice to the parties by e-mail. The emailed documents will be sent also by registered mail with return receipt. The date of the e-mail will be relevant as to compliance with deadlines, provided it is followed by the registered mail.

6.2. All pleadings of the parties must be sent to the Competent Registrar by e-mail.
They will be sent also by registered mail (with return receipt) to the parties entitled to receive them; a further copy being sent to each arbitrator and two copies to the Secretariat of the Court.

6.3. All other communications the parties may wish to make directly to the arbitral tribunal will be made as provided for under sub-par 2 above, with a copy to the other parties and to the Competent Registrar.

6.4. The Arbitral Tribunal shall forward to the Competent Registrar one copy of all correspondence exchanged between itself and the parties or their Counsel.

6.5. Any notice to the Arbitral Tribunal must be sent also to the other parties.

6.6. Counsel may contact other parties exclusively through their counsel.

Art. 7. TIME-LIMITS

7.1. The Arbitral Tribunal and the Competent Registrar will ensure that the proceedings take place within the time limits provided for by art. 1 (6) And 23 of the General Rules.

7.2. When an act or a formality, required under the present Arbitration Rules or by the Arbitral Tribunal, must be made before a nominated deadline, time for it runs from the date of the act (or of the event or of the decision or of the service) which gives rise to it.
If the time-limit is expressed in days, that of the event, decision and service is not taken into account. If the time-limit is set in months then the deadline expires in the last month on the day with the same date as the event, decision, act or service which gave rise to it. If there is not such a day, the time-limit expires on the last day of the month. If the time limit is in months and days, the months are counted then the days.
A time-limit is complied with by delivering the requested document or the information by hand, by mail or by courier (or by e-mail) prior to midnight of the last day of that time limit.
If the time limit expires on a Saturday or Sunday or on an official holiday in the State where service must take place, then it will be deemed to expire at the end of the next working day.

7.3. The time limits shall be applied by the Arbitral Tribunal without restricting the rights of the defence or violating the imperative to expedite the proceedings. They will not be mandatory, unless so

expressly provided.

7.4. Any pleadings and documents are to be produced within the time limit fixed by the Arbitral Tribunal having regard to the time schedule of the proceedings, save for documents relating to facts occurring after the said date, such as death, supervening disability, changes in the standing, insolvency procedure against one party or like impediments. The Arbitral Tribunal may extend such time limit only in exceptional circumstances.

7.5. As a general rule, any party causing an unjustified delay of the proceedings arising from late production of documents and/or late amendments to its claim may be charged with all costs and fees resulting from such a

Art. 8. ADMINISTRATIVE DECISIONS OF THE COURT OF ARBITRATION

8.1. If the dispute is manifestly not arbitrable, the Court will not follow it up. In all other cases, the Court will continue the proceedings by appointing arbitrators, in accordance with article 9.

8.2. The number of the arbitrators shall be determined by the arbitration agreement.
The Arbitral Tribunal shall be formed according to article 9, including, where and if appropriate, in the situations provided for by article. 5.
Even if the date determined for the filing of the Statement of Defence has been postponed, the Arbitral Tribunal will in any event be appointed within ten days following the preliminary meeting according to article 9.1.

8.3. If the parties have not agreed otherwise, the Court shall fix the place of arbitration having regard to all the circumstances of the dispute, including the parties's places of residence, the place where the interests involved in the dispute are located, the requirements for taking evidence, and more generally all the aspects of the dispute, avoiding, in so far as possible, putting any party at a disadvantage due to the Court's choice.
If the Court limits itself to choosing the State in which the arbitral proceedings will take place, it will be for the Arbitral Tribunal to select the venue of arbitration within that State.
The Arbitral Tribunal may hear even by videoconference witnesses and take evidence other than at the venue of the proceedings, subject to a contrary agreement by the parties and to any applicable mandatory provisions.
Apart from that, some hearings for oral debate will have to take place at the venue of the proceedings; likewise the award shall be decided and signed at the situs of the proceedings.

8.4. After taking into account previous payments against fees and costs made by the parties, and subject to para 6 of this article, the Court shall fix the balance of the fees and costs due by the parties (and the time-limit for their payment) in accordance with the scale of the Court as set forth in Appendix 3 based upon the claims and counterclaims, and any subsequent claim.
Such sums shall be paid to the Competent Registrar as follows:
- in the absence of a counterclaim, the balance consisting of 50% of the sum taxed shall be paid in equal parts by Claimant and Defendant within two weeks of the request for payment made by the Secretariat;
- in the event of a counterclaim, the claimant will pay the outstanding 25% of the sum taxed based on the amount of its own claim and of the counterclaimant will pay the outstanding 25% of the sum taxed based on the claim and on the counterclaim.
  The proceedings will not continue until the sums as provided above are paid. Until that time, the proceedings are automatically stayed.
  Any additional claim by the parties or by a party joining the proceedings will be subject to further taxation of costs, fees, and administrative dues.
  If one party refuses to pay the sum owed by it, the other parties may pay the sum required within 15 days after the expiry of the time limit set out above, to enable the claim in issue to be dealt with.
  Upon application by one party, the Competent Registrar may charge each party the fees and dues related to its own claim or counterclaim.

8.5. Following the appointment or confirmation of the Arbitral Tribunal in accordance with articles 8 and 9, the Competent Registrar shall transmit to the Arbitral Tribunal the en tire file.
The Tribunal shall confirm receipt of the file.
The Competent Registrar shall inform the Arbitral Tribunal, at the appropriate time, of its receipt of the sums due under articles 3.2, 4.3 and 8.4.
The carrying forward of the proceedings will be conditional upon the full payment of the costs, administrative dues and fees as provided under article 8.4
If payment of the fees is not made within the two time-limits provided for in article 8.4 the Arbitral Tribunal shall assume that the parties have agreed to end the arbitral process.
In the event of partial payment and in the absence of a counterclaim, the proceedings may be stayed pending payment in full.
In the event of a counterclaim or of other claims,

the proceedings may continue only as to those claims as to which full payment as required has been made.

8.6. The Competent Registrar may during the proceedings require the parties to make payments, in addition to the fees, administrative dues and costs already advanced, not only in the event of additional claims or of admissible amendments to the previous claims, but also in the event of a new or special complexity of the dispute which justifies an increase in the arbitrators' fees and administrative costs.
The scale in Appendix 4 may only be exceeded by order of the Court made with reasons, which will not require consultation with the parties.

8.7. The Competent Registrar shall issue invoices for costs and fees in the name of the European Centre of Arbitration and Mediation of a decision of the Court. The remuneration of the arbitrators shall be in accordance with article 9 of the Court's Internal Rules.

8.8. If failure to pay costs and/or fees has resulted in a stay of proceedings by the Court for a period longer than 6 months, the arbitrators may be discharged of their duty to make the award and the proceedings will be dismissed by the Court.
The Court will inform the arbitrators and the parties of such discharge and action.
In this event, the Court, in addition to the fees due to the arbitrators, shall retain as payment for its dealing with the file a lump sum between 20% and a maximum of 80% of the administrative costs as otherwise provided by the relevant scale.
The parties shall pay besides this lump sum the fees due to the arbitrators. The Court shall return to the parties any balance remaining to the parties, leaving to them to apportion such amount finally as between themselves.

Art. 9. THE ARBITRAL TRIBUNAL

9.1. The Arbitral Tribunal consists of a sole arbitrator unless the parties have agreed to appoint three arbitrators who also in this event are to be appointed by the Court.
The parties shall be summoned by the Secretariat to a preliminary meeting, which may be held also by video or teleconference, even prior to the expiry of the deadline to file the statement of defence, which will be chaired by the member of the Court designated for this purpose, unless the Court deems such a meeting clearly unnecessary.
At this meeting, the parties will be invited by the Court to make proposals to form the Arbitral Tribunal.
The Court will appoint the sole arbitrator or the three arbitrators as well as the Chairperson of any possible Arbitral Tribunal.
The function of the preliminary meeting will be to receive the views of the parties as to the constitution of the Arbitral Tribunal, before the Court's decision as to their appointment.

9.2. The member of the Court who chairs the preliminary meeting shall send to the Competent Registrar a written record in view of the appointment of the Arbitral Tribunal.

9.3. The arbitrator or arbitrators are appointed by the Court, even when it accepts a joint nomination by the Parties.

9.4. Disputes will be settled by an Arbitral Tribunal comprising a sole arbitrator or three arbitrators as provided for by the arbitration agreement.
All references in these Rules to the Chairperson of the Tribunal shall also be read as applying to a sole arbitrator and viceversa.

9.5. If there are more than two parties, and they have agreed on the appointment of three arbitrators, two or more of the parties may propose the appointment of a common arbitrator.
The Court shall ensure that such an agreement will not affect the rights of any of the parties, including those which have proposed the appointment of a common arbitrator.
If it appears possible that one or more of the parties will not be treated equally as to the appointment of arbitrators or if it appears impossible to constitute a Tribunal consisting of several arbitrators, the Court shall appoint a sole arbitrator.

9.6. As soon as the Court has appointed or confirmed the nomination of the arbitrators made by the parties, the Court shall notify them of the constitution of the Arbitral Tribunal.

9.7. The arbitrators shall be completely independent of the parties prior to and during the arbitration proceedings and shall not have acted, during the two years prior to their appointment as counsel, expert, consultant executive or employee or agent or associate of one of the parties nor have had any other close link with it, and will not act in that capacity during the two years subsequent to the end of such arbitration proceedings. They will undertake to act impartially in their role as arbitrators and will enclose at the time of their acceptance, a signed statement of full independence, impartiality and neutrality vis a vis the parties, their officers and their counsel, covering the above points.

Within the ambit of the arbitral proceedings, the arbitrators shall have contacts with the parties and their counsel only as provided by the arbitral proceedings.
In the event of exchange of correspondence between a party and the Arbitral Tribunal the Tribunal shall ensure that each party's rights to have full knowledge of the statements made by the other party or parties are observed in all circumstances.

9.8. The Court shall notify the arbitrators of their appointment and shall invite them to advise, within five working days of receipt of notice of appointment, whether they accept the appointment as arbitrator and to undertake to abide by the applicable Arbitration Rules.
Such notice by the arbitrators shall be forwarded by facsimile transfer or by e-mail or by recorded mail delivery with return receipt.
Upon acceptance, the arbitrators shall provide the Court with a statement confirming their complete impartiality and independence from the parties, from their management and shareholders and from anyone directly or indirectly connected with them including their counsels and legal advisors, or setting forth any connections they may have had with any of them, and definitely confirming their acceptance to act under the Arbitration Rules of the Court and the Court's Internal Rules.
Absent acceptance by the arbitrator within five working days of receipt of notice of appointment and in the absence of any communication by the arbitrator to the Court within three working days following the subsequent reminder which if necessary will be sent to the arbitrator by the Court, such absence shall be taken as an indication that the appointed arbitrator is not prepared to act and shall automatically effect revocation of his appointment as arbitrator.

9.9. If, at any stage of the proceedings, new matters raising questions as to the impartiality or independence of one or more arbitrators become known, the Arbitral Tribunal shall inform the Court and the parties.
The Competent Registrar shall send to the parties a copy of the arbitrator's acceptance and of his declaration of impartiality and independence, as well as of any subsequent information received in this respect.
The Court shall immediately invite the parties to make their comments in that respect within seven working days of receipt of the Court's notice; the Court will then decide on the challenge.
If an arbitrator is subsequently unable to discharge such task for any reason as provided in subparagraphs (9) and (10) of this article, another arbitrator will be appointed in his/her place by the Court.

9.10.The Arbitral Tribunal may appoint its Secretary who may have only an administrative role and who will issue a statement of independence and impartiality. His remuneration will be to the charge of the Arbitral Tribunal, unless the Court has authorised the tribunal to seek the parties' consent to bear such cost

Art. 10. CHALLENGE AND REPLACEMENT OF ARBITRATORS

10.1. Any party may challenge an arbitrator whom it has not appointed if there are grounds to cast serious doubts on the arbitrator's impartiality or independence or any other reason exists which would prevent the arbitrator from effectively participating in the activity of the Arbitral Tribunal.

10.2. An arbitrator appointed upon nomination by a party may be challenged by it on grounds which have become known or which have arisen after his/her appointment.

10.3. The challenge shall be filed with the Competent Registrar in duplicate copy.
The challenge must contain the grounds for the challenge.
To be admissible the challenge must be filed within the mandatory time-limit of 15 days following communication to the parties of the composition of the Arbitral Tribunal or the discovery of grounds for the challenge.
The Competent Registrar shall send the challenge to the Court.

10.4. The Court shall rule on the admissibility and merits of the challenge after having given to the arbitrator and to the parties a short deadline for their comments.

10.5. The Court may also replace an arbitrator if he does not fulfil his obligations under these Rules, is in serious breach of them and has failed to promptly cure the breach notwithstanding being requested to do so.

10.6. Upon removal of an arbitrator the Court shall appoint a new arbitrator without consultation of the parties.

10.7. Following replacement of an arbitrator, the new Arbitral Tribunal shall decide, after hearing the views of the parties, if and to what extent parts of the proceedings already conducted are to be repeated.

10.8. If the Chairperson of the Tribunal is replaced, the Court shall appoint his successor.

10.9. The decision to replace an arbitrator will be communicated to the parties who shall treat it in confidence.

10.10. The Court need not disclose the reasons of its decision to the arbitrator, who will receive only an excerpt of the decision to remove him or her.

10.11. All decisions by the Court as to the constitution of the arbitral tribunal have an administrative nature and shall be final.

PART THREE: THE PROCEEDINGS

Art. 11. GENERAL RULES

11.1. By adopting these Rules, the parties commit themselves not to raise useless or totally ungrounded oppositions and motions, not to behave in a delaying or obstructive manner and accept the related sanctions in the costs award.

11.2. Where these rules are silent and the parties have not agreed otherwise, the Arbitral Tribunal shall not have to apply the provisions of the procedural law and/or of the lex fori concerning the carrying on of the proceedings and the taking of evidence and shall be free to decide which additional procedural rules to apply always complying with the mandatory rules of the applicable procedural law.

11.3. Where deemed necessary by the Arbitral Tribunal, the Tribunal shall issue procedural orders.
Such orders cannot be appealed, unless an appeal is available under the mandatory provisions of the applicable procedural law.

11.4. If the parties have not agreed on the substantive law applicable to their dispute, the Arbitral Tribunal shall apply the substantive law determined by applying the law of the State with which the contract is most closely connected; in the absence of that, it shall apply another criterion which be not in conflict with the legitimate expectations of the parties.
If any provisions of the substantive law chosen by the parties or by the arbitrators are in conflict with mandatory provisions or the public policy of the lex fori, such mandatory provisions take precedence over the relevant substantive law chosen by the parties or by the arbitrator.

11.5. If the parties cannot agree on the procedural language, it will be determined by the Arbitral Tribunal; to this effect the language predominantly used by the parties in their contractual relationships shall be taken into account, but is not necessarily decisive.
The Arbitral Tribunal shall avoid a language which would cause a manifest disadvantage to one of the parties.
The Arbitral Tribunal may, in exceptional circumstances, allow the use of two languages, but it shall ordinarily favour the choice of only one procedural language; the use of a second language for the pleadings and for the oral evidence may be allowed conditional upon the previous payment of the translation costs by the party who has requested it.

Art. 12. TASKS OF THE ARBITRAL TRIBUNAL

12.1. After consideration of the written submissions and following the first preliminary hearing, the Arbitral Tribunal shall forward to the Court and to the parties a «List of the Questions to Be Resolved» (which will not repete the claims and defences of the parties, but will be limited to the very list of the issues which the Arbitral Tribunal deems to have to decide) in order to determine the dispute, and a timetable in accordance with art. 1 (6) and Appendix 3.

12.2. This List will be drawn up by the Arbitral Tribunal within 10 days after its receipt of the file, which will include the Request for Arbitration, the Statement of Defence and the documents produced by the parties.
If necessary, the Court may extend this time-limit.

12.3. The List required by sub-paragraph (1) does not require the consent of the parties.

12.4. The Tribunal shall resolve the dispute in accordance with the arbitration agreement, these Rules and any other rules agreed upon by the parties and any mandatory provisions of the applicable procedural law (which, unless the parties have otherwise agreed, will be the lex fori), shall have a constructive dialogue with the parties and shall act with humanity and humility.

12.5. If the parties so agree, the Tribunal may conduct and determine the dispute as amiable compositeur, i.e., decide ex aequo et bono, therefore according to natural justice.

12.6.The Tribunal shall invite the parties to reach a settlement, at the commencement of the arbitral proceedings and again during the proceedings at any time which the Arbitral Tribunal deems appropriate.

Art. 13. JURISDICTION

13.1. The Arbitral Tribunal shall rule on the existence, validity and construction of the arbitration agreement and on its own jurisdiction and its ambit in respect of the dispute referred.

Art. 14. THE ARBITRAL PROCEEDINGS

14.1. The Arbitral Tribunal shall put the proceedings in motion within two weeks after the filing of the Rebuttal or within any extended time limit as it deems necessary in order that the initial phase of the proceedings be completed.

14.2. The Arbitral Tribunal shall ensure that the conduct of the proceedings complies with these Rules, and shall apply all necessary measures to ensure this, including if deemed necessary by way of orders made under the provisions of article 11.2.

14.3. During the proceedings, the Arbitral Tribunal will:
- convene a first hearing or video or teleconference to organize proceedings and to draw up the timetable in accordance with Appendix 3.
- issue an order on any available evidentiary measures in accordance with subparagraph 1 above, bearing in mind the right of the parties to prove their case
- hold, if necessary, a second hearing for the evidentiary stage, as close to the first meeting as is practicable,
- fix the time for the production of documents and the time for the final written pleadings before the hearing for final oral arguments in accordance with article 15.5,
- establish the date of the hearing for the final oral argument, to be communicated with reasonable notice to the parties, unless the hearing is replaced by a simultaneous exchange of post-evidentiary briefs and possibly of a Reply.

The Arbitral Tribunal will concentrate all the hearings within the shortest possible time period.

14.4. The Arbitral Tribunal shall invite the parties to attend the various hearings by advising them as to the precise date, time and place of each hearing.

14.5. It is recommended that the parties be represented at the hearings by a qualified legal counsel.
They may also be accompanied and assisted by consultants.

14.6. If a hearing has been duly convened, but Claimant fails to appear in person or through Counsel without any reasonable grounds for his absence, then the matter may be struck off the hearing roll until the proceedings are either resumed or abandoned, unless the Defendant requests the Arbitral Tribunal to decide on the respective claims of the parties.

14.7. The Arbitral Tribunal may at any time require the parties to answer any queries and/or to produce documents and additional information needed for its decision which does not fall under the duty of a party to prove her case.

Art. 15. THE HEARINGS

15.1. Hearings may be held in person or by a

videoconference or teleconference.

15.2. Before and during any hearing, and in particular during the final hearing, the Arbitral Tribunal will take such measures as to enable a fast and disciplined debate in adherence to these Rules and their Appendices, particularly the timetable as set forth at Appendix 3.

15.3. Subject to any contrary agreement by the parties, only the members of the Tribunal, the Secretary of the Arbitral Tribunal, if appointed, the parties, their duly authorized officers as well as their Counsel and consultants may attend the hearings.

15.4. A written record of proceedings will be taken at the hearings.
In the absence of a Secretary to the Tribunal, the Chairperson of the Arbitral Tribunal shall designate, at the commencement of the hearing, the person responsible for this function for the remaining proceedings.
The written record of the hearing will be signed by the Chairperson and the person responsible for taking the written record, if appointed.
If the Arbitral Tribunal so deems, the hearings may be recorded, and later transcribed, or stenotyped if the cost for this service is proportionate to the amount in dispute. It shall have to be advanced by the parties in an equal share.

15.5. The Arbitral Tribunal shall ensure that the parties have been duly convened.

15.6. At the hearing for oral argument, the parties shall argue in the order previously decided upon by the Arbitral Tribunal.
As a rule, the Claimant will be the first one to address the tribunal. Short replies not to deal with already argued points will be allowed.
The parties shall then answer any questions the arbitrators may put to them.

15.7. Each party shall submit fifteen days before the final hearing a detailed list of all the documents that it has produced during the proceedings, on which the only passages on which that party relies will highlighted by track changes.

15.8. A pleading containing the final written argument may be filed by the parties fifteen days after the final hearing, to be followed fifteen days afterwards by a rebuttal.

15.9. Where the applicable procedural and the general practice so allow, the Arbitral Tribunal may allow, upon request of all of the parties, the filing , instead of the final written argument, of «cotes de plaidoirie,» i.e. special files prepared for oral argument, each one dealing with an issue and containing comments, reference to the previous procedural steps as well as photocopies of precedents and of legal writings and the documents produced during the proceedings.
Copies of the «cotes» must be delivered to the Court, to the arbitrators and to each of the parties within the time-limit set out for lodging the final written argument.
The «cotes» shall be a résumé and restatement of the pleadings divided into subfiles (one for each issue). Such issues must have already been raised by such party during the proceedings.

15.10. The pleading containing the final written argument (or the «cotes de plaidoirie») and the rebuttal must not contain new claims, nor defences, nor repete what has already been argued in previous pleadings during the proceedings.

15.11. Unless a mandatory provision of the applicable procedural law allows the parties to present new elements, any new element contained in the final written argument (or in the «cotes de plaidoirie»), shall be strictly excluded as being in breach of due process and the arbitrators shall not take such new elements into consideration in their award.

15.12. In the event that new elements raised by the other party are admitted or must be admitted due to a mandatory provision of the applicable procedural law, the Arbitral Tribunal will grant a time-limit to the other party within which to respond.

15.13. The Arbitral Tribunal may, where considered necessary, reopen the proceedings and order a new hearing to continue the gathering of evidence for its future decision or for discussion.

15.14. The arbitrators shall keep their decisions confidential.

Art. 16. THE EVIDENCE STAGE

16.1. The Tribunal will hold one or more hearings, close to each other, in order to take evidence.

16.2. To establish the relevant facts, the Arbitral Tribunal may take steps which have been applied for by a party as it may deem appropriate and necessary, and issue such orders in respect of the taking of any evidence which it may deem to be useful.
The Arbitral Tribunal may with its order apply fines which may be based upon each day of non-compliance and as quantified by the Arbitral Tribunal, where the applicable procedural law does

not exclude it.
If the Arbitral Tribunal is not empowered to apply or quantify fines, the amount of any allowable fine may be fixed by the competent state court.

16.3. If not empowered in its own right the Arbitral Tribunal shall request state courts to assist it to take evidence and to obtain from a third party such information as may be needed.

16.4. The Arbitral Tribunal is free to assess the weight to be given to the evidence submitted to it.
Subject to any contrary mandatory provision, all forms or classes of evidence shall carry equal weight and evidence will not be given priority solely by reason of its form or class.

16.5. The purpose of the evidence taking phase of the proceedings is, as far as possible, to establish the facts in the most efficient and fair manner, respecting the right of the parties to prove their case.

Art. 17. APPEARANCE IN PERSON - WITNESS EVIDENCE –INSPECTION

17.1. Counsel for the parties - or the parties themselves if they are not represented - may call any party to testify, provided no mandatory provision of the lex fori forbids the giving of such evidence.

17.2. The parties may examine witnesses and the parties directly before the Arbitral Tribunal. The Arbitral Tribunal shall ensure the proper order of such examination at the hearing. As a rule, first the witnesses of Claimant will be heard.

17.3. A cross-examination of the witnesses (parties included) shall be permitted.

17.4. The Arbitral Tribunal may then put questions to the witnesses and to the parties as it deems appropriate.

17.5. The Arbitral Tribunal may disallow any certainly unnecessary evidence by witnesses and parties or any questions – during their examination – which are not admissible, not pertinent or insulting or superfluous.

17.6. The written record of the hearing will be made and signed by the arbitrators, the parties who have testified, the witnesses and the secretary, if appointed.

17.7. If the parties have consented to written statements.
No party, its agent, its counsel, assistant or any associated person or any one else acting for it or in its interest, may help him/her to draft his/her witness statement or draft it for her/him.
A party against whom a witness statement has been produced may apply for that witness to be cross examined at the expense of the party which has produced that statement. The Arbitral Tribunal may so order ex officio. If the witness does not appear and/or does not answer the questions, its witness statement will not be taken into account.

17.8. If permitted by the lex fori, the witnesses shall be sworn by the Arbitral Tribunal; if not so permitted and one of the parties requests it, they will be sworn by the competent state court of the place where the evidence has to be taken.
If the witness has valid reasons for refusing to be sworn in the form provided for, the witness shall make an affirmation on his honour to be truthful.

17.9. If the witness does not appear or he refuses to testify as required, the Arbitral Tribunal may request the competent state court to order that he appears before the Arbitral Tribunal.
If the witness does not comply with such an order, the Arbitral Tribunal may require the party who has called the witness in question to request the competent state court to take evidence from the witness, if that is allowed by the lex fori of said state court.
Where the mandatory rules of the lex fori permit, the Arbitral Tribunal itself may apply to the competent state court to take evidence from a witness.
The record of the court hearing shall be delivered to the Arbitral Tribunal. If no record is filed, such evidence will be deemed as not having been provided.

Art. 18. PRODUCTION OF DOCUMENTS AND OF OTHER EVIDENCE

18.1. The parties shall voluntarily produce the documents and related evidentiary material which support their claims, together with a list of such documents.
The documents, material and list shall be filed with the Secretariat of the Court together with copies for each of the arbitrators and for each party. Their relevant parts will have to be flagged and marked. Only the documents needed for the decision of the case are to be produced. In awarding the costs of the proceedings the Arbitral Tribunal may sanction with its decisions the production of unnecessary documents and/or in general non-compliance with the requirement to highlight the part of the

documents, which are produced and which are relied upon by that party.

18.2. The Arbitral Tribunal may, upon a discovery request from a party, order a party to produce documents, or classes of documents or other relevant evidence, which have been exactly identified and which be proportional to the complexity of the dispute, and to the amount in controversy which are necessary in order that the requesting party proves her claims or defences, provided they are material for the decision of the dispute, subject to the penalties for non-compliance as provided in article 16 above.

18.3. The Arbitral Tribunal may empower an expert to examine such documents or other evidence.

18.4. If permitted by the law of the State where such evidence is to be taken, the Arbitral Tribunal may require third parties to produce documents, classes of documents or other evidence, applying, as appropriate, penalties for non-compliance in accordance with article16.

18.5. The Arbitral Tribunal may order that it, or one of its members and the parties be given access to a designated place.

Art. 19. EXPERTS

19.1. The Arbitral Tribunal may, if requested by a party or of its own, order that an expert file a report.
The Arbitral Tribunal shall appoint the expert, define his terms of reference after having heard the parties and fix a time-limit for the lodging of his report.
The expert will be sworn by the Arbitral Tribunal or by the state court of competent jurisdiction or will make an affirmation on his honour to be truthful.
The Arbitral Tribunal shall direct the party which sought the appointment of the expert to make an advance payment.
The amount of such payment shall be fixed after hearing the expert so chosen.
The advance payment must be deposited with the Competent Registrar within the time limit set by the Arbitral Tribunal, and will be paid to the expert at the appropriate time.
Where the deposit of the advance payment is not made within the time limit set, the party being in default shall be considered as having abandoned its request that such an expert be appointed.

19.2. The Arbitral Tribunal may appoint an expert of its own volition, in the manner provided in sub-clause 1 above.
In this event, the amount of fees for the expert shall be equally divided among the parties.

19.3. Where payment of his share of the advance on the expert's costs and fees is not made by one of the parties, the other party may pay in lieu.

19.4. If such payment in lieu is not made the appointment of the expert may be postponed or stayed. The Arbitral Tribunal may order by way of an interim award the party in default to pay the necessary sum required.

19.5. The expert's report shall be filed with the Competent Registrar, which will send a copy of it to each arbitrator and to each party.

19.6. The Arbitral Tribunal, or the parties, may request the examination of the expert, who may be questioned by the Arbitral Tribunal or the parties or by the experts of the parties as to his report in accordance with the general provisions for witness evidence of article 17.

Art. 20. ADJOURNMENT OF THE HEARING

20.1. In exceptional situations, the Arbitral Tribunal may order the adjournment of a hearing to a future date, to be fixed by the Arbitral Tribunal, where circumstances are determined by the Arbitral Tribunal as being a serious and legitimate reason for that.
The Tribunal is not bound to give reasons for such as a decision.

Art. 21. CONSERVATORY MEASURES AND INTERLOCUTORY INJUNCTIONS

21.1. The Arbitral Tribunal may upon a party's application, unless this is excluded by the applicable procedural law, grant conservatory measures and interlocutory injunctions including the requiring of the posting of a security when an urgent application for such measures is made, and the applicable procedural law and/or the lex fori so allow.

21.2. Before the arbitral proceedings have commenced, a party may apply for pre-arbitral interlocutory injunctions, subject to any contrary mandatory procedural provisions.

21.3. If the arbitrators have such authority, the parties shall not apply to state courts for conservative measures or for interim injunctions.

21.4. If one of the parties applies to a state court for a conservatory measure or interlocutory injunction aiming to protect its present or future rights, or has

just obtained such a measure from a state court, the Arbitral Tribunal and the Court must be immediately informed of that occurrence.

21.5. If a state court issues a conservatory measure or an interlocutory injunction, the Arbitral Tribunal shall maintain its jurisdiction over the merits of the dispute and may, at the request of one or the other of the parties or on its own motion, within the ambit of its own decision on the merits of the dispute, confirm or amend or set aside such conservatory measure or interlocutory injunction of a state court.

PART FOUR: THE ARBITRAL AWARD

Art. 22. TYPES OF AWARD

22.1. Prior to making its final award, the Arbitral Tribunal may make partial or interim awards and issue interlocutory injunctions in accordance with art. 21 (4).

22.2. Where the Arbitral Tribunal considers that a severable part of the dispute may be determined, the Arbitral Tribunal may so determine subject to any contrary mandatory procedural provision.
The Arbitral Tribunal may issue an interim award dealing with one issue without deciding the entire proceedings.
The Arbitral Tribunal may also by interim award order payment of amounts which are not disputed or are manifestly due or order payment of provisional amounts.
A party which has paid the share of the costs and fees of the arbitral proceedings, which the other party has not paid, may apply for an interim award or to a state court for an ex parte summary judgment, in order to quickly recover such amount.

22.3. Upon request from the parties, the Arbitral Tribunal may also draw up a record by consent, recording the settlement of the whole or part of the dispute arrived at by the parties and providing that the parties are bound to perform under such settlement. This record of consent signed by the parties will commit them.

Art. 23. SUMMARY DISPOSAL OF A CLAIM OR DEFENCE

23.1. The Arbitral Tribunal may issue a summary award as to a claim or defence in the exceptional situations in which they are openly without merits and a decision on it is decisive or would considerably narrow the dispute.

23.2. Such lack of foundation, beyond any reasonable doubts, may derive from the absence of any grounds of such a claim or defence such that, even if the facts on which it is based be proven, such claims or defence could not succeed.

23.3. The same is to apply to any claim which is absolutely outside the jurisdiction of the arbitral tribunal, what would make it inadmissible.

23.4. When the Arbitral Tribunal intends to render a

summary award declaring a claim or defence to be not admissible or rejecting it, it grants 15 days to the parties to make any submissions in this respect. Upon the expiry of such deadline, the Tribunal will decide without any further argument.

Art. 24. THE AWARD

23.1. The award shall be filed with the Competent Registrar (in a number of originals equal to the number of parties plus one original for the Court) within the mandatory time-limit of 9 months after the acceptance by the arbitrator, save for express extensions of time given by the Court.
In special circumstances, the Court may, pursuant to a fully reasoned and justified request, grant one or two extensions each one up to a maximum of 6 months each.
Any request(s) by the Arbitral Tribunal for a further extension of the time limit for submission of the arbitral award may be made only in exceptional circumstances, must be filed by the Arbitral Tribunal with the Court and be fully reasoned.
The Court shall rule on the admissibility and merits of any request for extension, after the parties have been duly notified and heard.

23.2. Awards will be made by majority vote of the Arbitral Tribunal.

23.3. Awards will be issued in the language used in the proceedings.

23.4. The award shall contain:
- the forename and surnames of the arbitrators and of any secretary appointed under article 15 (3),
- the forename, surnames and addresses of the parties, of their possible representatives, attorneys at law and consultants as well as a description of their respective roles in the proceedings,
- a reference to the terms of the arbitration clause or agreement,
- the venue of the arbitral proceedings,
- a brief summary of the claims and applications submitted by the parties,
- the outcome of the taking of evidence,
- an analysis of the facts upon which the decision is based,
- the grounds in law, or in equity when the arbitrator had to act and determine as an amiable compositeur,
- the findings of the award,
- the ruling on costs, under art. 27,
- the place and time of issue of the award,
- the signatures of the arbitrators.

The findings of the decision must also comply with the rules and practice of the governing procedural law.

23.5. The award must be signed by all the arbitrators.
If an arbitrator does not sign, the reasons for this must be mentioned in the award.
The signatures will, upon request by any of the parties and at her expense, be notarized and legalised.
If requested, the Court shall issue certified copies of the award, which may bear also the Apostille.

23.6. The Competent Registrar shall make a record of the filing of the award, informing the parties of such filing and will ensure that the parties have made all due payments and, in default, will require all due payments to be made.

23.7. The parties accept that actual delivery of the award by the Competent Registrar will only be made after full payment of the fees, administrative costs and other payments requested by the Court.

23.8. If one of the parties fails to pay the sum owed, the other party or parties must pay such amounts in its place.
All parties to the proceedings are jointly and severally liable and responsible to the Court for payment of the administrative costs, arbitrators' fees and of any other expenses of the proceedings.

23.9. Upon full payment, the Competent Registrar shall send an original of the award to each party at the same time by registered delivery with return receipt.

23.10. If an arbitrator directly delivers the award to one party or to the parties, he will forfeit the right to payment of his fees from the Court and will be liable to the Court and to the other arbitrators respectively for payment of the administrative costs and of their fees not already fully paid by one or the other of the parties.

23.11. The arbitral award shall have the characteristics and force conferred on it by the applicable procedural law.

23.12. By accepting these Rules, the parties recognize - unless it is expressly excluded by them or by the applicable procedural law - the right of appeal against the award - by a full de novo rehearing - by an Appellate Arbitral Tribunal. The challenges before state courts which are provided for by a mandatory provision of the applicable procedural law against
(i) the first award before or after the expiry of the time to institute such appellate arbitral proceedings and then even in case of an appeal to an appellate arbitral tribunal and/or
(ii) against the appellate awardare available. The

Appellate Arbitral Tribunal is instituted, by application to the Court, when it finds that the requirements for its admissibility provided for by article 28 below are satisfied.

23.13. A party disputing the first instance award assumes the risks and consequences of a possible inadmissibility and/or dismissal, for any reason whatsoever, of its appeal to the Appellate Arbitral Tribunal, including any mandatory or public policy provisions which might be raised by the other party or which may be raised by the Appellate Arbitral Tribunal on its own motion.

23.14. It is in the interest of the parties to provide that any other possible attacks, available at the time of the issue of the first instance award or after it, be preserved.

Art. 24. FILING OF AWARD

24.1. If and as required by a mandatory provision of the applicable procedural law and/or by the lex fori, the award shall be filed with the state court having jurisdiction over the place of arbitration or with such institution as is required by such provisions.

Art. 25. FAILURE TO DECIDE, REQUEST FOR CORRECTION OF A CLERICAL ERROR OR INTERPRETATION AND SUPPLEMENTARY AWARD

25.1. Mistakes and clerical error may be remedied by the Arbitral Tribunal which made the award, provided the matter has not been referred to an Appellate Arbitral Tribunal. Ambiguities may be removed or clarified by interpretation or correction. The Arbitral Tribunal, which made the award, may act upon simple application of any party or parties, or of its own volition.
The Arbitral Tribunal will decide upon the correction or interpretation after hearing the parties or after having summoned them.
An application for correction or interpretation must be filed within one month of the award having been delivered.
The decision on an application for correction or interpretation shall be written on the original award and on the authenticated copies of the award and will become an integral part of it.
An application for correction or interpretation shall only be examined where such application does not conflict with the requirements of applicable mandatory procedural provisions.
Even if an application for correction or interpretation is made, in all circumstances the parties are permitted to challenge an award under the provisions of these Rules.

25.2. An Arbitral Tribunal which has not ruled on one of the claims may still complete its award within one month from the issue of the award, provided that the appellate arbitral tribunal or a state court have not yet been seized of such award. In such circumstances the Arbitral Tribunal may be seized as provided by paragraph 1 above.

Art. 26. ARCHIVING OF THE RECORD

26.1. The available originals of the documents tendered in the arbitration will be collected by the parties or may be sent to the parties subject to reimbursement of the costs which are to their charge.
The file of the arbitral proceedings will be kept by the Competent Registrar having jurisdiction where it will be maintained for a period of 5 years from the day the award was made.

Art. 27. PROCEDURAL COSTS

27.1. The procedural costs are made up of the administrative dues and costs of the Court and of the arbitrators' fees and disbursements, of the remuneration and costs of the Secretary to the Arbitral Tribunal, of the experts, translators, interpreters and stenotypists fees and costs and of any other expenses related to the arbitral proceedings.

27.2. The administrative dues of the Court and the arbitrators' fee shall be fixed by applying the schedule of such fees in effect on the day of filing of the request for arbitration and in accordance with the relevant scale (Appendix No 4) which forms an integral part of these Rules and the costs of the proceedings shall be fixed based on the related documents.

27.3. The disbursements are taxed based on evidence of disbursements actually made.

27.4. The Arbitral Tribunal shall determine in its findings the party which has to bear the costs of the proceedings.
The Arbitral Tribunal in apportioning the costs among the parties shall take into account the success or failure of the parties on each disputed issue, as well as claims or defences which are without merit, as well as whether a party has breached art. 1.2 or 11.1.

27.5. If the Arbitral Tribunal fails to rule on the costs, the parties may request the Arbitral Tribunal to issue a supplementary award under the provisions of article 25 above.

27.6. The parties are jointly responsible to the Court for the payment of all the procedural costs of the arbitral proceedings.

27.7. Irrespective of the substantive determination of the dispute on the merits; the Arbitral Tribunal may order against one of the parties the costs, disbursements and the part of the fees caused or arising from any unjustified and dilatory procedural conduct of that party.

27.8. The unsuccessful party shall reimburse to the successful party that party's costs and attorney's reasonable fees, as it be determined by the Arbitral Tribunal.
In appropriate circumstances, the Arbitral Tribunal may order the unsuccessful party to pay only a proportion of the successful party's fees and costs. The Arbitral Tribunal may also order that each party pay its own costs and attorneys' fees.

Art. 28. APPELLATE ARBITRAL PROCEEDINGS

28.1. Subject to any contrary provision of applicable mandatory law, and unless expressly excluded by agreement of the parties, the Award is subject to the right of appeal to an Appellate Arbitral Tribunal by way of rehearing. If a party challenges the award before a state court to avoid time limitation, the challenge will be promptly followed by an application to that court to stay it until the appellate arbitral proceedings are decided.

28.2. A party intending to apply for appellate arbitral proceedings against an award rendered according to the present Rules shall file a request with the Competent International Registrar, even if it is a domestic dispute, within the mandatory time-limit of 40 days from service of the first instance award in conformity to the procedural requirements of the Defendant's country of residence. The Competent International Registrar has sole jurisdiction in arbitral appellate proceedings, even as to domestic arbitrations.
If such an appeal is filed, the victorious party, by accepting these Rules, undertakes not to enforce the first instance award - except for taking just the possible essential steps needed not to incur into time limitation - and to replace the appellate award to the first award.

28.3. The appeal will be admissible only if it is accompanied, unless otherwise directed by the Court by order made with reasons and based on exceptional circumstances, by the deposit by the appellant with the Competent International Registrar of the principal sum, and such interest and costs as may have been awarded against it by the award under appeal, as well as of the fees, administrative dues and costs of the first and of the appellate arbitral proceedings.
The appellant may lodge with the Competent International Registrar in lieu of such a deposit a guarantee payable unconditionally upon demand issued by a primary bank, with operating offices at the Competent International Registrar's seat as per standard form approved by the Court, payable in accordance with the instructions which shall be given to that bank approved by that Registrar by the Appellate Arbitral Tribunal or by that Competent International Registrar.
Where it is not possible to establish an express money sum as required above and/or where the appellant was partially successful in the first instance award, the appellant shall lodge the amount, or a guarantee on demand as provided above, as may be determined by the Court for the purposes of ensuring appropriate enforcement of the contemplated appellate award and of the fees, administrative dues and costs of the two arbitral instances.

28.4. The appellate arbitral proceedings allow a full review of the dispute by way of rehearing, including dealing in particular with admissibility, the facts and the merits.

28.5. The Court will appoint all the members of the Appellate Arbitral Tribunal consisting of three arbitrators, without the parties being involved in the least in such appointments and will fix the place of arbitration.

28.6. The procedural rules to be applied, in addition to what is expressly provided for the second instance proceedings, will be those governing the first instance arbitral proceedings under these Rules.

28.7. The Appellate Arbitral Tribunal shall make its award within six months, if there is no evidentiary stage, and otherwise within nine months of its receipt of the file by rehearing the case and deciding it on its merits.
This time-limit may be extended as provided for in article 23.

28.8. In those jurisdictions in which appellate arbitral proceedings are not allowed by the applicable procedural law, the award may be the object

of a motion to set it aside even for errors in the substantive law as this is allowed by the applicable law.

28.9. The Appellate Arbitral Tribunal has the power to deal with the funds which have been deposited for such proceedings, and as appropriate with the guarantees which have been lodged, to the benefit of the party that it finds entitled thereto.
At the time it makes its award, the Tribunal will give, the same day, instructions to the Competent International Registrar, and where appropriate to the guaranteeing bank, to return the funds deposited or to cancel the guarantee to it, or to cause the funds or guarantees to be returned, or to pay them immediately in part or in full to the party entitled to them under the appellate award, and shall deliver the appellate award to the guaranteeing bank.

28.10. This shall commit the bank referred in sub-paragraph (3) above to immediately deal with the monies under the guarantee issued by it, in accordance with the instructions which shall be given to it by the Arbitral Tribunal or by the Competent International Registrar.

28.11. The appellate award will then be sent by the Competent International Registrar to the parties and shall be served to the loser by the victorious party in the way provided for by the procedural law of the place of domicile or registered office of the loser.

Art. 29. EMERGENCY ARBITRATION

29.1. An application for the appointment of an emergency arbitrator under the Emergency Arbitration Rules may be made except in the jurisdictions in which it is held that it amounts to a degree of arbitration and that this is in conflict with a prohibition that there be two degrees of arbitration. The application may not be accepted by the Court if the above risk is clearly identified. In such event, an application may be made to appoint a Pre-Arbitral Referee under such specific Rules of this institution.

29.2. A party which is looking for an urgent or conservatory measure to be adopted before the constitution of the arbitral tribunal, may apply to the Court - only before the arbitral tribunal is constituted - for such measure by an Emergency Arbitrator, to be appointed and who will act under these Emergency Arbitration Rules.

29.3. The application shall be submitted, using the language of the arbitration agreement, to the competent organ of the Court (the Court), by filing one copy of it for each other party, plus one for the Court and another one for the Emergency Arbitrator.

29.4. The application shall contain
- the full particulars of each party and of their authorized officers and counsels, if any
- the grounds of the alleged urgency of the measure which is applied for
- a concise description of the background and of the dispute
- the measure which is applied for
- the arbitration agreement as well as any possible stipulation of the parties related to the application
- evidence of payment of the amount stated in the Schedule of Fees as to Emergency Arbitration proceedings attached to the Arbitration Rules
- any documents to be considered by the Emergency Arbitration
- any other relevant information.

29.5. The application shall be transmitted by the Court, unless it is not accepted by it, to the other party/ies, together with the name of the Emergency Arbitrator who has been appointed.

29.6. The application will not be entertained by the Court, if no Request for Arbitration has been filed by the applicant, unless a reserve has been made in the application to file such Request within seven working days after the filing of application and this is complied with.

29.7. The Emergency Arbitrator will decide by issuing an Order. The Order shall bind the parties until the Arbitral Tribunal confirms, or modifies, or sets it aside. The Arbitral Tribunal will have full power to decide on such measure or issue, and its decision will replace the Emergency Arbitrator's Order and decide also on any claim deriving from such an Order, and be entitled to reallocate the costs of the proceedings taxed by the Emergency Arbitrator.

29.8. If under the applicable procedural rules such application may be made also to the competent state court, that application may be made either to the Emergency Arbitrator or to that Court. The parties are prevented for making, even at different time, the same or a very similar application, both to the Emergency Arbitrator and to the competent Court.

29.9. The Court shall appoint the Emergency Arbitrator within four working days from the application.

29.10. The Emergency Arbitrator shall have to issue a statement as to impartiality, independence and availability and shall be under the duty to remain

independent and impartial and not to act as an arbitrator in that as well as in any other arbitration related to such dispute and furthermore not to act, during these proceedings, in any arbitration in which one of the parties or any close contact of it be a party to these proceedings.

29.11. The Court shall promptly inform the Emergency Arbitrator as to the appointment and shall transmit the file to him/her. All communications shall be between the parties and the Emergency Arbitrator, with copy to the Court.

29.12. The Emergency Arbitrator may be challenged by a party within five working days from receipt of the notice of that appointment or from discovery, if subsequent, of facts which may affect the Emergency Arbitrator's independence or impartiality. The emergency arbitrator and the other parties shall be invited to comment the challenge, within the following five working days, after which the Court shall decide.

29.13. The place of such proceedings shall be the same of the arbitration. In the absence of that, the Court will fix it. The proceedings will be conducted through meetings in person or by remote, by videoconference or teleconference. The proceedings shall be conducted by the arbitrator in accordance with the Arbitration Rules of the Court, amending them only if required by urgency, but always respecting the right of the parties to adequately present their case.

29.14. The Emergency Arbitrator's Order will deal with the admissibility of the application, the Emergency Arbitrator's jurisdiction and – if so – on the merits of the application. The Order shall be in writing and be reasoned and may be subject to conditions. The Order shall be made within 20 working days from receipt by the Emergency Arbitrator of the file. This time limit may be extended by the Court only if necessary.

29.15. It will be within the Court's discretion to decide any other matter concerning the proceedings which be not expressly provided for in the above Rules

Art. 30. PROVISIONAL PROVISION

30.1. Any arbitral proceedings in existence at the time when these Rules take effect will be regulated by the Rules in effect at the time the request for arbitration was filed.

COUR EUROPEENNE D'ARBITRAGE
CORTE ARBITRALE EUROPEA
CORTE EUROPEA DE ARBITRAJE
EUROPEAN COURT OF ARBITRATION

Appendix 1

ADMINISTRATIVE DATA AND ARBITRAL PROCEEDINGS FORM

I - name of claimant:
- type of corporate entity:
- registered offices:
- represented by:
- name of attorney and/or consultant:

II - name of defendant
- type of corporate entity:
- registered offices:
- represented by:
- name of attorney and/or consultant:

III - Subject matter of the dispute

IV - Amount in dispute

Appendix 2

RECOMMENDED TIMETABLE FOR THE PROCEEDINGS

	Specific time-limit	Total time elapsed
1. Filing of the Request for arbitration with the Registrar	0 day	0
2. Communication of the Request to the other parties	7 days	7
3. Reminder from the Secretariat to the Claimant for additional payment (starting from 1)	7 days	7
4. Invitation to the parties to attend the Preliminary Meeting to choose the Arbitral Tribunal (art.9) (starting from 4)	14 days	14
5. Filing with the Secretariat (except in case of extension of this time-limit) of the Statement of Defence and of possible counter-claims (starting from 2) Deadline for Respondent's payment of his advance	28 days	35
6. Preliminary Meeting	25 days	39
7. Final appointment of the Tribunal (starting from 6)	5 days	44
8. Transfer of the files to the Arbitral Tribunal and communication to the parties of the formation of the Arbitral Tribunal	3 days	47
9. Notice by the Claimant (and possible Counter-Claimant) of its intention to file a Reply (starting from 4)	7 days	54
10. Drafting of the List of Questions to be decided and of the Timetable (starting from 8)	10 days	57
11. Filing of the Reply (start of time for the Rebuttal) (starting from 10)	26 days	83
12. Notice of intention to file a Rebuttal (starting from 11)	10 days	93
13. Filing of the Rebuttal (starting from 11)	21 days	104
14. Hearing to establish the Timetable, the evidence to be heard and in general for directions	21 days	125
15. Possible evidentiary hearing	30 days	155
16. Post Evidentiary Hearing (or filing of «cotes de plaidoiries») 2 weeks before the final hearings	45 days	200
17. Final hearing (or in the alternative filing of written reply by the parties)	30 days	230
18. Filing of the award with the Secretariat and notice of filing by the Secretariat to the parties accompanied by a request for payment of monies due	40 days	270

Appendix 3

SCALE OF FEES AND ADMINISTRATIVE DUES OF THE COURT
National and International Arbitrations

Amount in dispute						*Sole Arbitrator's Fees* Euro	*Fees for 3 arbitrators* (to be divided by three) Euro	*Administrative dues* Euro
Up to	€	1.500				450	850	70
Between	€	1.501	and	€	3.000	600	1.100	100
Between	€	3.001	and	€	4.500	700	1.300	140
Between	€	4.501	and	€	9.000	1.000	1.900	200
Between	€	9.001	and	€	15.000	1.200	2.600	280
Between	€	15.001	and	€	2.500	1.400	3.000	400
Between	€	22.501	and	€	30.000	2.500	3.900	500
Between	€	30.001	and	€	45.000	4.000	8.000	700
Between	€	45.001	and	€	90.000	5.000	11.000	850
Between	€	90.001	and	€	150.000	6.000	12.000	900
Between	€	150.001	and	€	225.000	7.000	15.000	1.000
Between	€	225.001	and	€	300.000	8.500	17.000	1.400
Between	€	300.001	and	€	450.000	10.000	20.000	2.000
Between	€	450.001	and	€	550.000	13.000	26.000	2.800
Between	€	550.001	and	€	600.000	14.000	30.000	4.200
Between	€	600.001	and	€	750.000	17.000	34.000	5.000
Between	€	50.001	and	€	1.200.000	21.000	42.000	7.000
Between	€	1.200.001	and	€	1.500.000	24.000	48.000	9.000
Between	€	1.500.001	and	€	2.250.000	27.000	53.500	10.000
Between	€	2.250.001	and	€	3.000.000	31.000	62.500	10.500
Between	€	3.000.001	and	€	3.750.000	34.000	68.000	11.000
Between	€	3.750.001	and	€	4.500.000	36.500	73.500	11.500
Between	€	4.500.001	and	€	5.250.000	41.000	85.000	12.000
Between	€	5.250.001	and	€	6.000.000	43.500	90.000	12.500
Between	€	6.000.001	and	€	6.750.000	46.000	95.000	13.000
Between	€	6.750.001	and	€	7.500.000	48.500	100.000	13.500
Between	€	7.500.001	and	€	9.000.000	51.000	105.000	14.000
Between	€	9.000.001	and	€	10.500.000	53.500	110.000	14.500
Between	€	10.500.001	and	€	12.000.000	56.000	115.000	15.500
Between	€	12.000.001	and	€	13.500.000	58.500	120.000	16.000
Between	€	13.500.001	and	€	15.000.000	61.000	125.000	16.500
Between	€	15.000.001	and	€	20.000.000	80.000	150.000	20.000
Between	€	20.000.001	and	€	30.000.000	100.000	180.000	25.000
Between	€	30.000.001	and	€	50.000.000	120.000	230.000	28.000
Between	€	50.000.001	and	€	70.000.000	140.000	280.000	30.000
Between	€	70.000.001	and	€	100.000.000	160.000	320.000	33.000
Between	€	100.000.001	and	€	150.000.000	190.000	400.000	35.000
Between	€	150.000.001	and	€	200.000.000	240.000	420.000	40.000
Between	€	200.000.001	and	€	250.000.000	300.000	580.000	41.000
Between	€	250.000.001	and	€	300.000.000	350.000	680.000	43.000
Between	€	300.000.001	and	€	400.000.000	400.000	780.000	45.000
Between	€	400.000.001	and	€	500.000.000	430.000	800.000	50.000
Between	€	500.000.001	and	€	700.000.000	480.000	900.000	55.000
Between	€	700.000.001	and	€	1.000.000.000	540.000	1.020.000	60.000

For greater amounts in dispute the fees and administrative charges shall be provided upon request.

The fees and administrative charges for each dispute shall be those specifically stated in the scale range which covers the amount
of that dispute. The fees and administrative charges for lower scale ranges shall not be in addition.

For the purposes of the application of the scale range the amount to be taken into account to apply this scale will be the total
of the claims made by the parties, i.e. of the claims and counterclaims.

If the calculation of the amount in dispute cannot be made, the amount in dispute will be determined by the Competent Registrar
having regard to such relevant elements as are contained in the file.

A modification of the scale range and of the fees and administrative dues applicable to a dispute, by increasing or decreasing them
in special circumstances, may be made by the Competent Registrar under the provisions of article 8.6 of these Rules.

It will be up to the arbitrators to decide whether the amount of fees due to the Tribunal will be split amongst them in three equal part or otherwise a 40% to the Chairman and 30% to each arbitrator.

As to Emergency Arbitration proceedings, the applicant must pay before filing the application and attach to it evidence of such payment:

Amount in dispute						*Arbitrator's Fees*	*Administratives dues*	*Total*
						Euro	Euro	Euro
Up to	€	300,000				5,000	1,000	6,000
Between	€	300,001	and	€	800,000	8,000	1,000	9,000
Between	€	800,001	and	€	1,500,000	13,000	2,000	15,000
Between	€	1,500,001	and	€	2,000,000	15,000	2,000	17,000
Between	€	2,000,001	and	€	5,000,000	17,000	3,000	20,000
From	€	10,500,001	upwards			31,000	4,000	35,000

All such amounts plus all the expenses, and VAT if due.

The Order shall tax the costs of the proceedings in line with such schedule.

If the proceedings do not come to a conclusion, the above amounts will be reduced by the Court accordingly.

Internal Rules of the European Court of Arbitration

(Corte Arbitrale Europea, Cour Européenne d'Arbitrage, Corte Europea de Arbitraje, Europäischer Schiedsgerichthof).

Art. 1. THE CENTRE

1.1. The European Arbitration and Mediation Centre (hereinafter called The Centre) is an association registered with the Tribunal d'Instance (County Court) of Strasbourg and is a legal entity under the law applicable in Alsace and Moselle. Its registered offices are at 3 Quai Jacques Sturm, Strasbourg.

1.2. The Centre is administered and governed in accordance with the statutory provisions currently in force and with its By-Laws which are filed with the Tribunal d'Instance of Strasbourg.

1.3. The Centre runs :
- an arbitral institution called the European Court of Arbitration (hereinafter the Court). Its name is used in French, Italian, English, Spanish and German and
- a mediation institution called the Mediation Centre of Europe, of the Mediterranean and of the Middle East.

1.4. They are, as well as the International School of Arbitration and Mediation for Europe, the Mediterranean and the Middle East, all divisions of this legal entity.

1.5. The Court has two International Registrars:
- one at 3, Viale Cassiodoro – 20145 Milan for the arbitrations in which one of the parties belongs to the Mediterranean or to the Middle East
- the other at 3, rue du Général Frère, 67081 Strasbourg (at the headquarters of the Association) in France, for all the other disputes.

1.6. The International Registrar Office shall be listed in the documents of the Centre and of the Court and will be preceded by the words International Registrar - Greffe - Segretariato della Corte - Geschäftsstellen.

1.7. The Council of the Centre may create national Chapters and multinational Delegations where it sees fit to do so, subject to ratification by the General Meeting of the Centre.

1.8. The administration of national and international arbitral proceedings, of mediation, of documents only arbitration, of pre-arbitral referee (hereafter «the proceedings») is entrusted to the bodies detailed below, as provided for hereafter.

Art. 2. APPLICABLE RULES

2.1. In order to establish the competence of a National Chapter or that of one of the two International Registrars, the European Court of Arbitration and its National Chapters will in respect of a given State consider as domestic all proceedings
- between two or more parties domiciled or having the nationality of the same State
- taking place in the said State and
- being governed, in addition to these Rules, by the procedural law in force in that State.

2.2. All other proceedings will be treated as international by the Court, by its National Chapters and by the parties.

Art. 3. BODIES COMPETENT TO ADMINISTER THE PROCEEDINGS - REGISTRARS AND NOMINATING COMMITTEES

3.1. The bodies which have competence and jurisdiction to administer arbitration proceedings are:
- for those proceedings which, in accordance with article 2, are domestic in respect of a State or which the parties have chosen to submit to the competence of the National Chapter of that State, the Executive Committee (as defined by article 5 below) of the National Chapter of that State, if one exists, and its Registrar,
- for all other proceedings, the Executive Committee of the Court and the International Registrar Office at Strasbourg or at Milan, depending on the criterion set out at item 1.5,
- for proceedings at the appellate level only the Executive Committee of the Court,
- for disagreements which fall within the ambit of a specialised Division of the Court, the Executive Committee of that Division, except for international matters, for which the Executive Committee of the Court will be competent.

3.2. The administrative follow up of arbitration and

mediation proceedings, for which a National Chapter is competent, will be taken care of by one member of that Executive Committee or by a Committee, which will be appointed by the Executive Committee of that Chapter, to act as its Registrar.
A Committee of three members will be formed by the Executive Committee of each National Chapter for the appointment of the arbitrators or mediators in the domestic proceedings which fall within the competence of that Chapter, as well as to decide on the confirmation of nominations of arbitrators or mediators made by the parties.
Each National Chapter will be entitled to decide whether its Registrar may act also as Nomination Committee.

3.3. Unless the Council decides otherwise, the administrative follow up of arbitral and/or mediation proceedings for which the International Registrar Office of Strasbourg is competent will be taken care of by a Committee of the French Chapter. The follow up of arbitral or mediation proceedings for which the International registrar of Milan is competent will be taken care of by the President of the Court or, upon its delegation, by a member of the Executive Committee of the Italian Chapter. Each of the above Registrars/Offices will notify to the parties the appointments made by the respective Nominating Committee.

3.4. A Nominating Committee consisting of five members, i.e. the President of the European Court of Arbitration, the Vice President/s and other members to be appointed by the Council will be in charge of the appointment of the arbitrators/ mediators in all the proceedings for which the International Registrars Office of Strasbourg or of Milan are competent.
The members of this Committee will belong to at least three different countries.

Art. 4. COMPOSITION AND RESOLUTIONS OF THE EXECUTIVE COMMITTEE OF THE COURT

4.1. The Executive Committee of the Court, appointed by the Council of the Centre, is the body which supervises the administration of international proceedings, as above defined, as well as proceedings within the ambit of Specialized Divisions of the Court and the administration of domestic proceedings by the Executive Committee of the National Chapters.

4.2. The Executive Committee appoints the Nominating Committee and the International Registrars.

4.3. The members of the Nominating Committee will decide also on the revocation and replacement of arbitrators as to the proceedings, which fall respectively within the competence, of the Strasbourg Registrar and or of the Milan Registrar.

4.4. The Executive Committee is composed of six persons, elected by the Council and the seventh is the President of the Centre, who is a member as of right.

4.5. The President of the Centre chairs the Executive Committee.

4.6. A meeting of the Executive Committee shall be convened by the President with at least five clear days notice before such meeting. Resolutions of the Executive Committee will be effective if the President and at least three other members are present in person at a meeting or attend it by teleconference or videoconference.

4.7. Matters for resolution will be determined by majority vote of those in attendance.

4.8. The President of the Executive Committee may take urgent decisions in his own right subject to later ratification by the Executive Committee.

4.9. Nevertheless, in the event that an arbitrator or referee is the subject of a challenge, the decision on the challenge must be made by the Executive Committee itself.

Art. 5. AIMS OF THE EXECUTIVE COMMITTEE OF THE COURT

5.1. The Executive Committee shall deal with the administrative and financial aspects of any proceedings which are not within the competence of any one National Chapter.

5.2. It supervises through the President with the cooperation, if necessary, of one of its members, or such other person as the President may designate for this purpose, the handling of administrative and accounting aspects of such proceedings, as well as the proper functioning of the national Chapters.

5.3. The Executive Committee submits to the Council an annual report on its activities.

Art. 6. COMPOSITION AND DECISIONS OF THE EXECUTIVE COMMITTEE OF THE NATIONAL CHAPTERS

6.1. The Executive Committee of each national chapter is appointed by the Executive Committee of the Court, which will define its tasks. The Executive Committee of a national chapter will be made up of 5 to 9 members from whom the Executive Committee of the Court will choose its Chairperson.
Its decisions are valid if more than half its members attend in person or by teleconference or videoconference. Decisions are taken by majority vote of those in attendance.

6.2. The Chairperson of the Executive Committee may by himself take all urgent decisions, subject to ratification by the Executive Committee. The Executive Committee must decide on the challenge of an arbitrator made in proceedings which fall within its competence.

Art. 7. TASKS OF THE EXECUTIVE COMMITTEE OF NATIONAL CHAPTERS

7.1. The Executive Committee of a National Chapter will handle through its Registrar the administrative and accounting aspects of domestic proceedings which fall within its competence as well as those which the parties have entrusted to it. It will apply the Rules in force.

Art. 8. ADMINISTRATIVE DUES AND ARBITRATION FEES

8.1. Any amendments to the schedule of administrative dues and of arbitrators and referees fees in proceedings administered by the Executive Committee of the Court or by a National Chapter will be made by the Executive Committee of its Court, and not of a National Chapter.

8.2. The International Registrar in Strasbourg and the one in Milan, for the procedures which are within their respective competence, or the Registrar of a specialized Division or of a National Chapter as to the proceedings which are within their respective competence, will invite the parties to pay advances and the outstanding balance of the administrative dues and of the fees respectively of arbitrators and referees.

Art. 9. PAYMENT OF FEES

9.1. The Registrar in charge of the respective proceedings will, subject to presentation of an invoice, pay the arbitrators' mediators' and referees' fees as taxed by the Executive Committee of the Court or of the National Chapter as to proceedings which fall within its competence.

Art. 10. AMENDMENTS TO INTERNATIONAL RULES, ARBITRATION RULES AND OTHER RULES INCLUDING APPENDICES

10.1 The General Meeting of the Centre has exclusive competence to decide, upon a proposal by the Board, any amendment to these rules and appendices.

Art. 11. ACCOUNTS

11.1 The accounts of the Court are kept by the Treasurer, who may be supported by a Vice Treasurer with the ambit of the delegation of authority granted to him/her. They will be authorised by the Council to operate with one or more of the accounts of the Court. Each National Chapter will keep its own accounts with the aid and under the control of the Treasurer of the Court and report on a quarterly basis to the Treasurer and to the Vice Treasurer.

Art. 12. FINANCIAL ADMINISTRATION OF NATIONAL DELEGATIONS

12.1 Each National Chapter will independently manage its own budget.

12.2 It will receive no financial aid, neither from the Court nor from the Centre, nor, subject to any specific decisions to the contrary by the Centre, will it pass to them any possible benefits.

12.3 The Court will not be responsible for any debts or undertakings made by a National Chapter which have not been previously expressly approved and accepted as binding by the Executive Committee of the Court. Such an approval will be by decision of the President of the Centre up to an amount not exceeding € 5,000. A decision by the Executive Committee will be necessary for a sum from €5,001 up to € 15,000; as to any greater sum the authorisation of the General Assembly of the Centre will be required.

Art. 13. FINANCIAL RESPONSIBILITY OF THE COURT AND OF NATIONAL CHAPTERS

13.1. The Court and its National Chapters may bind themselves and be bound only when the proposed undertaking has been ratified by the President of the Centre, or by a Council resolution, or a resolution of the General Meeting of the Centre, according to the requirements and within the limits fixed by article 12 above.

Rules of Documents Only Arbitration of the European Court of Arbitration

(Corte Arbitrale Europea, Cour Européenne d'Arbitrage, Corte Europea de Arbitraje, Europäischer Schiedsgerichthof).

Art. 1. REQUIREMENTS AND CONSEQUENCES OF THE APPLICATION OF THESE RULES

1.1. These Rules apply to arbitral proceedings arising from disputes of a domestic or international nature (as defined by the Internal Rules of the Court) submitted by the parties to the European Court of Arbitration and meeting all the following conditions:
- a value in dispute not exceeding Đ 20,000, unless expressly agreed otherwise by the parties,
- a dispute of a nature and complexity which allows an appropriate solution by arbitration based on documents only, as assessed in accordance with article 5 below by the appointed arbitrator.

1.2. By deferring to the Rules of Documents Only Arbitration of the Court, the parties acknowledge adoption of the Rules of Documents Only Arbitration and of the Internal Rules of the Court in effect at the time the application for arbitration is made to the Court.

1.3. The adoption by the parties of the Rules of Documents Only Arbitration shall constitute a waiver to being heard orally, to have witnesses heard and to address the arbitrator orally, for the purposes of allowing the resolution of the dispute prospectively within a reduced time period and at a much reduced cost with respect to that which might be incurred by arbitral proceedings involving meetings of the parties, the hearing of evidence and oral argument.

1.4. Should any provision of these rules conflict with the international public policy of the place of arbitration, such provisions will be replaced by embodying the said public policy unless to do so disrupts the Rules of the Court. In this latter event, the most appropriate replacement provision will be suggested to the parties by the Court for their consent to their adoption.

Art. 2. REQUEST FOR ARBITRATION

2.1. All parties who wish to have recourse to Documents Only Arbitration shall, after the dispute has arisen, submit their Request for Arbitration together with an express confirmation, after the dispute has arisen, of their agreement to have recourse to these Rules. Such request shall be forwarded, by e-mail and registered letter with return receipt to the Court in Milan. If the Court considers the dispute to be domestic, it will forward the Request to its National Chapter in the State concerned, if such Chapter exists. The proceedings shall be administered by the Executive Committee of the Court or by the competent National Chapter through its Chairman, the Secretariat (hereinafter the Registrar/Secretariat) if the dispute is within the jurisdiction of a National Chapter, otherwise the Competent International Registrar.

2.2. The Request for Arbitration shall be forwarded by registered letter with return receipt to the other parties to the arbitration agreement.

2.3. The Request shall contain a brief statement – not to exceed 10 pages – of the facts alleged and of the arguments of the Claimant in support, together with a statement agreeing to waive the right to be heard personally, to call witness evidence, to the appointment of experts and to oral address.

2.4. In the absence of agreement of all of the parties to be bound by these Rules, the dispute will be determined in accordance with the general Arbitration Rules of the Court.

Art. 3. DOCUMENTS AND PAYMENT OF THE COSTS OF THE PROCEEDINGS

3.1. The claimant shall attach to his Request for Arbitration all documents which it deems necessary for the settlement of the dispute – not to exceed 25 pages – together with proof of payment of 50% of the costs of Documents Only Arbitration in accordance with the Schedule of the Court in effect at the time the Request is made. The Registrar shall provide to the parties information related to the Schedule.

3.2. Within 5 working days of receipt of the Request, the Secretariat of the Executive Committee of the Court or of the competent National Chapter (the Secretariat) shall send to the other party(ies) a copy of the Request for Arbitration and of the documents attached to it.

Art. 4. ANSWER TO THE REQUEST

4.1. Within 15 days of receipt of the Request, the Defendant shall submit to the Secretariat and to the Claimant by special delivery, courier or by registered mail with return receipt its Answer which must contain a brief statement – not to exceed 10 pages – of all the facts and arguments relied upon and all relevant documents together with the proof of payment to the Court of 50% of the costs of the proceedings in accordance with the fees and costs stated by the Registrar based on the Schedule in force at the relevant time.

4.2. The Parties are jointly responsible to the Court for the payment of all the costs of the arbitral proceedings.

4.3. The Defendant shall declare its acceptance that the dispute be resolved under the Documents Only Arbitration Rules expressly waiving the right to be heard, to have witnesses heard, that experts be appointed and to oral argument. A draft of the form of declaration forms part of these Rules as Enclosure 1. Within 5 working days after receipt of the Answer, the Secretariat will send the Answer and annexed documents to the Claimant.

4.4. In default of the declaration by the parties, respectively in the Request and in the Answer, that they waive the right to be heard, to have witnesses heard, to the appointment of experts and to oral argument, the dispute will be resolved by applying the general Arbitration Rules of the Court.

Art. 5. APPOINTMENT OF THE ARBITRATOR AND COMMENCEMENT OF THE PROCEEDINGS

5.1. Save where there is prima facie a lack of agreement for Documents Only Arbitration, or one or more of the parties has failed to make the statement waiving rights as provided in art. 2 and art. 4 hereof the Court shall, within 5 working days of receipt by the Court of the Answer to the Request for Arbitration, select and appoint a sole arbitrator to determine the dispute acting in accordance with the law, but with the power to mitigate the law should it be too strict.

5.2. The Court shall inform the arbitrator and the parties of his appointment by fax or telegram and shall transmit to him the file, also informing the parties by fax or by cable. The place of arbitration will be determined by the Court with preference to the arbitrator's place of business.

5.3. The arbitrator shall notify the Court of his acceptance of appointment by fax or telegram within 2 working days of receipt of notice of appointment. Failure of the arbitrator to respond in this time period shall be taken as his refusal of the proposed appointment.

5.4. The appointed arbitrator may be replaced by the Court at any time, for objective reasons such as non-compliance with his duties or non-availability.

5.5. If, in the opinion of the arbitrator, the nature of the dispute is such that it cannot be reasonably and appropriately resolved without hearing witnesses and/or the parties or without the intervention of experts, or without oral argument, or if it appears too complex for a Documents Only Arbitration, the arbitrator will communicate this to the parties and to the Secretariat by fax or by telegram cable within 7 working days of his receipt of the file.

5.6. If so, the Court shall return to the parties 70% of the sums paid by them under these Rules retaining 30% to cover its administrative costs and the arbitrator's fees and the Request for Arbitration shall come to an end and be filed away.

5.7. The parties may however request that the Court apply its general Arbitration Rules to the dispute, and this shall occur when all parties consent in writing.

Art. 6. PROCEDURAL RULES AND TIMETABLE

6.1. The arbitrator shall be free to conduct the proceedings, subject to compliance with these Rules and with any applicable mandatory provisions, always affording due process to the parties.

6.2. The arbitrator may in his discretion issue directions to regulate the proceedings.

6.3. By submitting to these Rules, the parties are reminded that they waive their right to be personally heard, to hear witnesses, to all enquiries, expertise and to oral argument and that they undertake to develop all their arguments in writing.

6.4. The arbitrator will follow the timetable set forth in Appendix 2 in so far as it is possible to do so.

Art. 7. PLEADINGS

7.1. Any party may ask the arbitrator to authorize it to

file a very concise pleading, not to exceed 8 pages. Such authorised pleading shall be sent to all other parties and to the Secretariat, within 15 working days of the receipt of such authorisation.

7.2. If such authorisation is given, the other party may lodge a very concise reply of the same maximum length within 15 days of being notified of the authorisation having been given to the other party/ies.

7.3. The Claimant may ask the arbitrator to authorize the giving of an extremely succinct rebuttal – not to exceed 5 pages – to be lodged within 5 working days of receipt of the opposing party's pleading and responding to the arguments or facts stated in that pleading. If this Rebuttal contains any new element, the Respondents shall be entitled to respond to it by filing within 5 working days an extremely succinct Counter Rebuttal, not to exceed 5 pages.

7.4. All pleadings shall be sent to the arbitrator and to the other parties, with a copy to the Secretariat, by courier or by recorded delivery with return receipt.

Art. 8. WITNESS STATEMENTS

8.1. The arbitrator will not hear witnesses and shall not appoint experts.

8.2. Within the time limits set for the lodging of pleadings the parties may produce to the arbitrator, together with a copy to the Secretariat and the other party/ies, statements drawn up directly by witnesses concerning the facts of the dispute.

8.3. Such a witness statement must incorporate, at its conclusion, a declaration by the witness as signatory certifying that the statement contains the whole truth and that the witness is aware that the statement will be produced before the arbitrator. The declaration shall further acknowledge that the witness is conscious that he will incur liability in the case of a false statement and that this may amount to a criminal offence.

8.4. A photocopy of an identity document of the signatory, bearing his signature, must be attached to the statement.

Art. 9. TIME-LIMIT FOR ISSUE OF THE AWARD

9.1. The arbitrator must make his award within 30 days from receipt of the last above pleading and of any possible reply authorized by the arbitrator but in all cases within 110 days of acceptance of his appointment as arbitrator.

9.2. In exceptional circumstances, the Court may grant the arbitrator one extension only up to a maximum of one month.
The award of the arbitrator shall be final.

9.3. The parties undertake to give effect to it without delay and waive the right to all challenges which might be available to it in accordance with the law of the place of the arbitral proceedings and of the place where the award is to be enforced and which may be waived.

Art. 10. FILING OF THE AWARD

10.1. Additional to any filing of the award which be mandatory under the law of the place of arbitration, the award will be filed in three originals with the Secretariat of the Court within the time limit specified in article 9 for the issue of the award. The Secretariat will notify the parties of the filing by registered letter with return receipt within 5 working days of the filing of the award.

10.2. The parties acknowledge that the Secretariat will not deliver the award until the fees and disbursements of the arbitrator and the administrative dues and all the disbursements of the Court have been fully paid.

Art. 11. ISSUES NOT COVERED BY THESE RULES

11.1. For matters which are not covered by these Rules, the arbitrator shall adopt such measures as he may deem appropriate, consistent with the need for speed and efficiency which characterizes these Rules.

Appendix 1

STANDARD DECLARATION TO BE ANNEXED TO THE REQUEST AND TO THE ANSWER

Confirmation of reference to Documents Only Arbitration

Sirs

We hereby confirm that we wish to refer to your Court for determination, in accordance with your Documents Only Arbitration Rules as in force at the time when our Request for arbitration is addressed to you the dispute which has arisen between us and [●] within the framework of the agreement entered into on [●].

Due to its simplicity and to the small value in dispute, this dispute can be resolved without recourse to full arbitral proceedings, the costs and duration of which would be inappropriate.

Having carefully considered the nature and specific features of this dispute, it appears desirable and possible that our arguments be expressed only in writing and that the facts which support them be proven only by the production of documents and possibly of witness statements.

We hereby waive, in full awareness, the right to be personally heard, to have witnesses heard, to any request for the appointment of experts and to oral argument.

This letter constitutes a request to the Court and coincidentally acceptance that the dispute be resolved solely by documents in compliance with the Court's Rules for Documents Only Arbitration.

Appendix 2

STANDARD DECLARATION TO BE ANNEXED TO THE REQUEST AND TO THE ANSWER

For receipt of the Request for Arbitration	5	working days
For the Answer to the Request and confirmation of adoption of the Rules	15	working days
For receipt of the Answer and of the confirmation of the adoption of the Rules	5	working days
For appointment of the arbitrator and transferral of the file	5	working days
For acceptance by the arbitrator	2	working days
For possible Directions by the arbitrator	10	working days
For receipt of the Directions by the parties	5	working days
For filing a possible Reply	15	working days
For receipt of the Reply	5	working days
For a possible Rebuttal	5	working days
For filing the Counter Rebuttal	5	working days
For the filing of the award with the Secretariat	30	working days
For sending to the parties the award or a request to complete their payment of the fees and administrative dues	8	working days
Total	115	working days.

SCHEDULE OF FEES AND ADMINISTRATIVE DUES OF THE COURT

DOCUMENTS ONLY ARBITRATION

Value in dispute			*Fees for arbitrator* (to be divided among the parties) Euro	*Administrative dues* (to be divided among the parties) Euro
Up to	€	1,500	300	100
Up to	€	8,000	500	200
Up to	€	15,000	600	250
Up to	€	20,000	700	300

Pre-Arbitral Reference Rules of the European Court of Arbitration

(Corte Arbitrale Europea, Cour Européenne d'Arbitrage, Corte Europea de Arbitraje, Europäischer Schiedsgerichthof).

These Rules shall apply, as well as the Internal Rules of the Court, to Pre-Arbitral Referee proceedings organised by the European Court of Arbitration, having its seat in Strasbourg (hereinafter the Court) and or by its National Chapter having jurisdiction over a national dispute.
The applicable rules shall be those in force at the time the application for the Pre-Arbitral Referee proceedings is made.
Where any conflict exists between a provision of the Rules and said mandatory provisions or a public policy rule, the mandatory provision or public policy rule applicable at the place of the proceedings shall take precedence over and replace any provisions of these Rules

Art. 1. NATURE OF THE PROCEEDINGS

1.1 These proceedings consist in appointing a person (the Pre-Arbitral Referee) entrusted and empowered with the authority to apply on behalf of the parties a solution to urgent matters including a preliminary conservatory or interlocutory measure (any of them being referred to thereafter as the "solution") unless such matters are reserved by the applicable procedural law to state courts. The intervention of the Pre-Arbitral Referee may be requested
- before an arbitral tribunal is appointed or, in the absence of an arbitration agreement, before a state court is seized with the matter
- or after the appointment of the Arbitral Tribunal if for any reason the stage of the arbitration proceedings does not allow a prompt decision on such an application.

Art. 2. RECOURSE TO A REFEREE SITTING AS A PRE-ARBITRAL REFEREE

2.1 The recourse to the Pre Arbitral Referee is available as a consequence of the agreement of the parties to refer the dispute/s to arbitration under the Arbitration Rules of the European Court of Arbitration.

2.2 Any agreement by the parties, in the absence of the arbitration agreement above required, to have or allow recourse to a Pre Arbitral Referee on urgent matters, which may arise before the appointment of the Arbitral Tribunal or before a state court is seized, must be made in writing.

Art. 3. APPLICATION FOR APPOINTMENT OF A PRE-ARBITRAL REFEREE

3.1. A party wishing to submit an urgent matter to a Pre-Arbitral Referee under these Rules, must send its Application to the competent International Registrar of the European Court of Arbitration (Strasbourg or Milan, as provided for by the Internal Rules of the Court) or to the Registrar of the National Chapter having jurisdiction, if the dispute is domestic, within the meaning of this term set out by art. 2, Internal Rules of this Court (hereafter the Registrar), with two copies for the Court together with sufficient copies for all parties to the agreement enabling and empowering a pre-arbitral referee procedure.

3.2. A copy of all documents in support of the Application must be attached to each copy of the Application.

3.3. The submission by way of application must contain:
- the name or corporate name and the address or registered offices of each party;
- a certificate from the relevant Companies Registry or from the relevant Chamber of Commerce or equivalent body for an applicant which is a corporate legal entity,
- a statement of the facts upon which the Application is based,
- the identification of the matter upon which the disagreement between the parties has arisen,
- the solution, conservatory measures or interlocutory injunctions sought and the detailed grounds supporting the Application,
- the agreement, providing for the pre-arbitral referee procedure, or the contract containing such an agreement, bearing the signature of the parties,
- the name of the attorney at law who will represent the applicant,
- the name of the possible expert who will assist that party,
- the names of the persons whom the Pre-Arbitral Referee is requested to hear as witnesses,
- the amount in dispute inasmuch as it can be established.

3.4. The Application must be in the language agreed upon by the parties, or in the absence of such an agreement, in the language of the Pre-Arbitral

Referee agreement or, if none of these two criteria can help, in the usual language utilized in the contractual relations between the parties.

Art. 4. PROVISION FOR COSTS

4.1. By agreeing to this procedure, the parties undertake to pay all the costs and fees of the Referee, the administrative dues of the Court (and the costs and fees of a possible expert who be appointed), in accordance with the schedule established by the Court in the above mentioned Appendix attached to and forming part of the Pre-Arbitral Referee rules in force at the time the Application is made.

4.2. Upon filing its application, the applicant shall pay to the Court or to its National Chapter, if the dispute is domestic, an amount being 50% of the total sum due for the proceedings as established by the schedule for the Referee's fees and of the administrative dues of the Court. The other party/ies shall pay, upon filing its Answer, the balance of 50% of the Referee's fees and of the administrative dues of the Court.

4.3. Payment in full is to be made, upon request by the Registrar, before the Referee delivers his solution.

Art. 5. ANSWER

5.1. Each other party to the Pre-Arbitral Referee agreement shall send to the Secretariat by fax or by courier its Answer in response with supporting documents, within ten days of receipt of the Application. Each party will also send a copy to the applicant.

5.2. The requirements for documents and payments as set forth in respect of the Application shall also apply to the Answer in response.

Art. 6. TASK OF THE REGISTRAR

6.1. The Registrar who is competent under the Internal Rules of the Court shall:
- check that the Application and the Answer comply with the current rules,
- record the Application or, if it is a domestic dispute, transmit it to the relevant National Chapter of the country concerned, if there is such a National Chapter,
- ensure that the payment of the advances on fees and costs is made,
- request an additional payment of fees and costs where necessary,
- verify that the Application and Answer have been received by the other party,
- where there is no agreement for a Pre-Arbitral Referee, request the other party if it accepts these proceedings and the Pre-Arbitral Referee Rules of the Court, requiring confirmation of acceptance in writing,
- inform the Executive Committee of the Court or of the National Chapter monthly on the state of the proceedings,
- deliver to the person who is delegated for this purpose by the Executive Committee copies of the Application, of the Answer and of the documents and annexes.

Art. 7. APPOINTMENT OF THE PRE-ARBITRAL REFEREE

7.1. The parties may jointly nominate the Pre-Arbitral Referee.

7.2. If this is done, the Executive Committee or its duly appointed representative, after establishing the prima facie existence of the agreement for a Pre-Arbitral Referee and verifying that the proposed Pre-Arbitral Referee is acceptable to it, will appoint him/her and notify such appointment to the parties, with a copy to the Secretariat.

7.3. Failing nomination by the parties, the Executive Committee of the Court, or as applicable of the relevant National Chapter, will appoint the Referee after having verified his independence and impartiality and after having taken into account any criteria proposed by the parties as a requirement for appointment, his possession of the experience required to deal with this matter, the possible proposals made by the parties and his time availability.

7.4. The Registrar will immediately notify the parties in writing of the appointment of the Referee and will attach to the notice the Order of Appointment made by the Court and the curriculum vitae of that Referee.

7.5. The Referee shall accept appointment in writing, within four working days of his receipt of the notice issued by the Secretariat.

7.6. The Referee shall send to the Registrar his acceptance by fax or by courier, and shall include his declaration of independence and impartiality as well as an undertaking to comply with these Rules.

7.7. Failure by the Referee to accept within the time limit shall be taken as a refusal to accept the

appointment

Art. 8. CHALLENGE AND REPLACEMENT OF THE REFEREE

8.1. Each party may challenge the Referee on the basis of a lack of impartiality, independence, competence or time availability. A challenge to the Referee must be received by the Secretariat within seven days of receipt by that party of notice of appointment of the Referee.

8.2. The Registrar shall then invite the other party to comment on the challenge within five working days of his receipt of the challenge.

8.3. The Executive Committee having jurisdiction or its appointed representative will determine the challenge within seven working days running from the expiry of the period allowed for party comments on the challenge if no comment is made or from receipt of comments if lodged earlier.

8.4. The Executive Committee or its appointed representative may make such determination without giving reasons.

8.5. Any determination made is final and may not be appealed.

8.6. The determination will be communicated concurrently to the parties with the appointment of the possible new Referee.

8.7. A new Referee will also be appointed if the initially appointed Referee does not proceed with diligence or is unable for any other reason to duly carry out the tasks of a Referee.

Art. 9. THE PROCEEDINGS

9.1. The Referee is responsible for adopting on behalf of the parties a solution which is within its authority.

9.2. The Referee shall conduct the proceedings in the manner which he deems appropriate, provided that the parties are given an equal opportunity to express their views, to produce documents and to comment on the position taken by the other party.

9.3. The Referee may visit any place, hear the parties or any other person, request any documents and ask the advice of an expert.

9.4. Any attempts by a party to delay the proceedings will be rejected by the Referee where such delay is inconsistent with the speed of this Pre-Arbitral Referee process.

9.5. The parties shall be requested to attend any Pre-Arbitral Referee hearing. However their unavailability to attend or failure to make comments shall not oblige the Referee to delay the proceedings.

Art. 10. LANGUAGE USED IN THE PROCEEDINGS

10.1. The proceedings shall be conducted in the language determined in accordance with the provisions of article 3 above.

Art. 11. SEAT OF THE PROCEEDINGS

11.1. The Referee will sit in the place indicated by the competent Executive Committee when the appointment as Referee is made. The Referee may carry out investigations and hold meetings in places other than that where is the seat of the references. However his decision shall always be rendered at the seat of the proceedings.

Art. 12. EFFECT OF THE APPOINTMENT OF AN ARBITRATOR

12.1. The parties agree that the Referee will continue the Pre-Arbitral Reference proceedings and adopt his/her solution on behalf of the parties, until the Arbitral Tribunal declares to be ready to decide such issue. . The Pre-Arbitral Referee's solution shall then be submitted to the Arbitral Tribunal for its review and will remain binding on the parties until the Tribunal decides otherwise.

12.2. If the dispute is brought before a state court after the request for a Pre-Arbitral Referee has been made, the Pre-Arbitral Referee may continue with the proceedings unless prevented from doing so by the lex fori and his/her solution shall be binding on the parties until the State Court decides otherwise.

Art. 13. DEADLINE FOR THE REFEREE'S SOLUTION

13.1. The Referee shall adopt his solution within 40 working days commencing from the day of his receipt of the file.

13.2. The Executive Committee having jurisdiction may give the Referee only one extension of a maximum

of 15 working days and only if absolutely necessary.

Art. 14. THE REFEREE'S SOLUTION

14.1. The Referee may put to the charge:
of one party to the Pre-Arbitral Referee proceedings to make a payment to another party to the said agreement, of one party to carry out an act, transaction or specific operation or that it abstains from doing so; or apply, conservatory measures or interlocutory injunctions necessary to prevent a damage or to ensure that the performance of a contract is not unduly delayed or interrupted, or to ensure that the behaviour of one of the parties is not in flagrant conflict with its contractual undertakings, or to protect the rights and property of a party, or adopt any other solution to an urgent problem, any other urgent measure, especially in anticipation of the award or judgment on the merits or likely to be rendered in the future,all measures necessary to obtain urgently needed evidence.

14.2. The Referee may not order any measures other than those requested by the parties, unless the application to appoint him expressly allows him to adopt such measures as are most appropriate to the requirements of the dispute.

14.3. The Referee will give only very concise reasons for his solution.

Art. 15. CONDITIONAL SOLUTIONS

15.1. The Referee may make his solution conditional upon the production of a guarantee or upon any other act, behaviour or measure that he may consider appropriate.

Art. 16. PROVISIONAL NATURE OF THE REFEREE'S SOLUTION

16.1. The Referee's solution is provisional.

16.2. Therefore the Referee's solution shall not prevent the parties, after having complied with it, from submitting the same matter to the finally competent jurisdictional body. However, any solution of the Referee will remain effective until it has been reviewed by the said competent jurisdictional body.

Art. 17. CONFIDENTIALITY

17.1. The parties and the Referee shall not reveal to any third party the existence of the proceedings and any document referring to it.

17.2. The documents concerning the proceedings may be produced before a body of competent jurisdiction which may be later seized with the matter.

Art. 18. COSTS

18.1. The Executive Committee having jurisdiction shall set out the fees and disbursements of the Referee and the disbursements and administrative dues of the Court.

Art. 19. PROHIBITION OF THE PRE ARBITRAL REFEREE ACTING AS ARBITRATOR

19.1. The Referee may not act as an arbitrator in the same matter.

19.2. Any future arbitrator may request the Referee in writing to give details of his involvement in the matter, giving notice of this to the parties.

Art. 20. RECEIPT OF THE SOLUTION AND COMMUNICATIONS TO THE PARTIES

20.1. The Referee will file his solution with the Executive Committee having jurisdiction, after the Registrar has confirmed that the fees of the Referee and the administrative dues of the Court have been fully paid.

20.2. If the fees of the Referee and the administrative dues have not been paid, the parties agree that the solution of the Referee will not be issued to them until the Court has received full payment from the parties or from one of them.

Art. 21. COMMITMENT BY THE PARTIES TO ENFORCE THE REFEREE'S SOLUTION

21.1. By submitting to these Rules each party undertakes to comply without delay with the solution established by the Referee, without prejudice to its right to later submit the dispute to the competent body. The solution of the Pre-Arbitral Referee may be enforced including by application to the state court having competent jurisdiction at the place of enforcement. Enforcement proceedings may also provide for penalties for non-performance..

SCALE OF FEES AND ADMINISTRATIVE DUES OF THE COURT
Pre-Arbitral Referee Proceedings

Amount in dispute						*Fees for the Pre-Arbitral Referee* (to be divided among the parties) Euro	*Administrative Dues* (to be divided among the parties) Euro
Up to	€	5,000				305	137
Between	€	5,001	and	€	9,000	535	137
Between	€	9,001	and	€	15,000	764	183
Between	€	15,001	and	€	23,000	1,070	245
Between	€	23,001	and	€	30,000	1,680	305
Between	€	30,001	and	€	45,000	2,597	458
Between	€	45,001	and	€	90,000	2,902	535
Between	€	90,001	and	€	150,000	3,666	550
Between	€	150,001	and	€	225,000	4,277	611
Between	€	225,001	and	€	300,000	5,040	993
Between	€	300,001	and	€	450,000	5,805	1,222
Between	€	450,001	and	€	500,000	7,332	1,833
Between	€	500,001	and	€	600,000	8,401	2,597
Between	€	600,001	and	€	750,000	9,929	2,902
Between	€	750,001	and	€	1,200,000	12,220	4,277
Between	€	1,200,001	and	€	1,500,000	14,206	5,346
Between	€	1,500,001	and	€	2,250,000	15,275	5,805
Between	€	2,250,001	and	€	3,000,000	19,858	6,110
Between	€	3,000,001	and	€	3,250,000	22,913	7,637
Between	€	3,250,001	and	€	4,500,000	24,440	7,026
Between	€	4,500,001	and	€	5,000,000	27,495	7,180
Between	€	5,000,001	and	€	6,000,000	30,550	7,485
Between	€	6,000,001	and	€	6,750,000	33,606	8,096
Between	€	6,750,001	and	€	7,500,000	36,661	8,401
Between	€	7,500,001	and	€	9,000,000	39,716	8,860
Between	€	9,000,001	and	€	10,000,000	44,146	9,165
Between	€	10,000,001	and	€	12,000,000	45,826	9,929
Between	€	12,000,001	and	€	13,500,000	48,117	10,235
Between	€	13,500,001	and	€	15,000,000	51,936	10,693
Between	€	15.000.001	and	€	20.000.000	60.000	13.000
Between	€	20.000.001	and	€	30.000.000	65.000	15.000
Between	€	30.000.001	and	€	40.000.000	68.000	18.000
Between	€	40.000.001	and	€	60.000.000	72.000	22.000
Between	€	60.000.001	and	€	80.000.000	78.000	27.000
Between	€	80.000.001	and	€	100.000.000	85.000	30.000
Between	€	100.000.001	and	€	150.000.000	90.000	35.000
Between	€	150.000.001	and	€	200.000.000	95.000	40.000
Between	€	200.000.001	and	€	300.000.000	110.000	45.000
Between	€	300.000.001	and	€	400.000.000	125.000	48.000
Between	€	400.000.001	and	€	500.000.000	140.000	55.000
Between	€	500.000.001	and	€	700.000.000	160.000	60.000
Between	€	700.000.001	and	€	900.000.000	170.000	65.000
Between	€	900.000.001	and	€	1.000.000.000	190.000	75.000

For higher amounts in dispute the fees and administrative charges shall be provided upon request.
The fees and administrative dues for each dispute shall be those specifically stated in the scale range which covers the amount of the dispute. The fees and administrative charges for lower scale ranges shall not be in addition.
The fees and charges for lower scale ranges shall not be in addition.
The amount of the fees is in Euro and may be subject to alteration by the Executive Committee of the Court or – for domestic matters – by the competent National Chapter, to take into account fluctuation of financial markets which may affect the value of the Euro.