

PARIS , the Home of International Arbitration



PARIS
ARBITRATION
RULES

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Le Méridien de Paris



MODEL CLAUSE

Any dispute arising out of or in connection with this agreement shall be settled by arbitration in accordance with the Paris Arbitration Rules.

PARIS ARBITRATION RULES

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The Paris Arbitration Rules (the "Rules") are designed to provide users of international arbitration with a cost-effective and rapid means of resolving disputes, including complex disputes, which is consistent with the requirements of justice and due process.

They accord the arbitrator(s), freely chosen by the parties, a wide measure of authority and discretion in order to achieve this overriding aim. To the extent that such objective cannot be met without the active participation of all who are involved in the process, they also place express obligations on the parties to cooperate in attaining the common goal. In the same spirit of promoting an efficient and effective process, they place obligations on arbitrators and provide redress if those obligations are not met.

The Rules have been designed in keeping with the practice and spirit of modern international arbitration: they are intended to function as a legally and culturally neutral framework which, it is hoped, will gain acceptance from all parties, be they commercial entities, state agencies or States, whatever their legal tradition, country or geographic region.

The choice of Paris as the seat of arbitration (absent any other choice by the parties) is seen as wholly consistent with this approach: French arbitration law provides a uniquely secure, favourable and neutral legal environment in which arbitration can take place, in accordance with the wishes and requirements of the parties. This is even more the case since the enactment of the 13 January 2011 Decree.

The choice of the Secretary General of the Permanent Court of Arbitration as appointing authority further provides a guarantee of the highest order for an effective, neutral and just arbitral process.

The Rules themselves accord a high degree of precedence to party autonomy. They can be freely amended by the parties in their agreement to arbitrate or subsequently, at any time until the arbitrator(s) have accepted their appointment

Finally, I would like to express particular thanks to Philippe Pinsolle and Michael Polkinghorne for the energy and skill they have devoted to producing the first draft of the Rules, to all the Board of Paris the Home of International Arbitration for their work on the draft Rules and to Brooks Daly, Deputy Secretary General at the Permanent Court of Arbitration, for his many and invaluable suggestions and improvements. We are deeply in their debt. I would also like to express my heartfelt thanks to Romain Dupeyré who produced the French version of the Rules and to Charles Nairac, without whose determination this project could not have been successfully completed.

Charles Kaplan,
President
- Paris the Home of International Arbitration

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1. GENERAL PROVISIONS

1.1 Purpose

These rules (referred to as the “Paris Arbitration Rules” or these “Rules”) shall apply when the parties have selected them. They are intended to provide a framework for the swift, efficient and cost-effective resolution of disputes in keeping with due process. As such, they empower the Arbitral Tribunal with wide discretion to resolve procedural difficulties and impose a correlative duty of cooperation on the parties. At all times, the Arbitral Tribunal should be mindful of the overall objectives of these Rules when applying them.

1.2 Freedom to amend

The parties are free to amend these Rules as they see fit. Amendments made after the arbitrator(s) have accepted their mandate shall require the agreement of all the arbitrator(s).

1.3 Appointing Authority

The Secretary-General of the Permanent Court of Arbitration in The Hague shall be the Appointing Authority under these Rules.

1.4 Preliminary observation

In these Rules the terms claimant, respondent, party or claim are used *brevitatis causa* to respectively designate one or more claimant(s), respondent(s), party(ies) or claim(s).

1.5 Confidentiality

The arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents submitted or exchanged in the course of the proceedings not otherwise in the public domain shall be confidential, except in so far as disclosure may be required by legal duty, to protect or pursue a legal right (including before an arbitral tribunal) or in the enforcement of, or challenge to, an award in *bona fide* legal proceedings.



2. COMMUNICATIONS



2.1 Means of communication

All means of communication allowing for a written record of the transmission are acceptable under these Rules.

2.2 Computation of periods of time

A communication shall be deemed to have been made when (a) it is physically delivered to its intended recipient or (b) it is delivered at the place of business, habitual residence, or mailing address of its intended recipient. Unless an address has been specified in writing, the last-known address of a party or its principal place of business shall be a valid address for the purpose of any communication.

The starting point of any time period provided under these Rules shall be the day following the day when a communication is made. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating that period.

2.3 Recipients

All communications should be sent to all parties and to each member of the Arbitral Tribunal.

2.4 Potential difficulties

In the event of difficulty, the intended recipient shall cooperate by providing all information it possesses regarding the tracing of the communication.





3. TIME-LIMITS

3.1 Time-limits fixed by the Arbitral Tribunal

Time-limits fixed by the Arbitral Tribunal or agreed by the parties are mandatory. Submissions made and evidence submitted after the prescribed time-limit may be declared inadmissible in the discretion of the Arbitral Tribunal.

3.2 Time-limit to render the award

The parties and the arbitrators shall make every effort so that the award is rendered within 18 months from the later of the following dates: 1) the date of the first hearing and 2) the date on which all members of the Arbitral Tribunal have accepted their mandate as arbitrator, and within 3 months from the date of the last procedural step provided in the calendar (hearing or written submission). In the event these time-limits are not complied with, the Appointing Authority shall, at the request of any party, inquire with the Arbitral Tribunal regarding the reasons for such non-compliance. The Arbitral Tribunal shall provide the Appointing Authority with all relevant information. The Appointing Authority may, if appropriate, replace or remove one or more arbitrators in accordance with Article 5.6 of these Rules.

4. INTERIM ARBITRATOR



4.1 Principle

Any party may request the appointment of an Interim Arbitrator at any time prior to the constitution of the Arbitral Tribunal (irrespective of whether the party making the application has already submitted a request for arbitration). The fact that the jurisdiction of the Arbitral Tribunal is disputed shall be no bar to the appointment of an Interim Arbitrator.

4.2 Powers of the Interim Arbitrator

The Interim Arbitrator has full discretion to grant whatever interim relief he or she deems appropriate in view of the circumstances. In exercising this discretion, the Interim Arbitrator may take into consideration, among other things, the urgency of the matter, if any, the fact, if applicable, that certain rights are not seriously disputed, the necessity of the relief sought, and the respective situations of the parties if the relief sought is or is not granted.

The Interim Arbitrator may also prescribe any measure applicable until his or her decision on the interim relief sought is rendered.

4.3 Appointment

The request for appointment shall be sent to the Appointing Authority with, subject to Article 4.7, a copy to the other party or parties. The Appointing Authority shall appoint an Interim Arbitrator within as short a time as possible, normally within 2 days of receiving a request. Articles 5.4, 5.5 and 5.6 shall apply *mutatis mutandis*.

4.4 Procedure

The request for appointment shall include a statement of the relief sought, the reasons justifying it, and the evidence supporting it. Within 7 days from the receipt of the request, the other party or parties shall file a reply including all elements deemed necessary by this or those parties. All other procedural steps are to be determined by the Interim Arbitrator in his or her discretion. The Interim Arbitrator shall render his or her decision as soon as practicable having regard to the circumstances of the case. No claim may be submitted to the Interim Arbitrator once the Arbitral Tribunal is constituted.



4.5 Provisional nature of decision

Any decision rendered by the Interim Arbitrator is provisional in nature. It may be reversed, withdrawn or modified at any time by the Interim Arbitrator or the Arbitral Tribunal. It shall not bind the Arbitral Tribunal.

4.6 Reasons for decision – Undertaking to comply

Decisions rendered by the Interim Arbitrator may contain succinct reasons only or no reasons at all if circumstances so warrant (in which case reasons shall be provided at a later stage as soon as reasonably practicable). The parties undertake to comply with any decision made by the Interim Arbitrator.

4.7 *Ex parte* application

Any party is free to make an *ex parte* application and the Interim Arbitrator may grant relief *ex parte*. The application shall set out the reasons for the recourse to *ex parte* proceedings and shall contain a full disclosure of all the relevant facts. The Interim Arbitrator may refuse to render a decision on an *ex parte* basis without giving reasons. In the event that a decision is rendered on an *ex parte* basis, such decision shall remain valid only until the Interim Arbitrator has rendered an *inter partes* decision. Upon rendering a decision on an *ex parte* basis, the Interim Arbitrator shall give the other party an opportunity to be heard as soon as practicable.

4.8 Costs

The costs of the procedure before the Interim Arbitrator shall be advanced by the party requesting the appointment of an Interim Arbitrator. The requesting party shall deposit with its application an initial amount of EUR 15,000 to an account indicated by the Appointing Authority. Thereafter, this party shall deposit such amounts as directed by the Interim Arbitrator. Upon rendering his or her decision, the Interim Arbitrator may allocate the costs as he or she sees fit.

4.9 Non-exclusivity

Nothing in this Article shall deprive the parties of any right they may have to apply for interim measures to any competent court.

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5. CONSTITUTION OF THE ARBITRAL TRIBUNAL



5.1 Appointment of arbitrators

a. Generalities

For the purpose of calculation of time-limits, an arbitrator shall be deemed appointed when he or she has accepted his or her mission, notwithstanding any subsequent challenge. The choice of a presiding arbitrator by agreement between arbitrators shall be unaffected by the fact that any party-appointed arbitrator is subsequently disqualified.

An Interim Arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the application for his or her appointment.

b. Sole arbitrator

When the parties have agreed to the appointment of a sole arbitrator, the Appointing Authority shall appoint the sole arbitrator at the request of a party in the event that he or she has not been appointed by agreement between the parties within 30 days from the date of receipt of the request for arbitration.

c. Sole arbitrator

When the parties have agreed that three arbitrators shall be appointed, each party shall appoint an arbitrator and the two arbitrators shall appoint a presiding arbitrator within 30 days of their appointment. The claimant shall appoint an arbitrator with the request for arbitration and the respondent shall appoint an arbitrator within 30 days of the appointment by the claimant of its arbitrator. In making the appointment of the presiding arbitrator, the arbitrators shall consult the party or parties that appointed them and take their views into account. The presiding arbitrator may not be of the same nationality as any of the parties.

In the event that either party fails to appoint an arbitrator as provided above, the arbitrator shall be appointed by the Appointing Authority at the request of a party. The same applies in the event that the two arbitrators fail to appoint a presiding arbitrator within the prescribed time-period.

5.1/...

.../5.1 Appointment of arbitrators**d. No agreement on the number of arbitrators**

When there is no agreement on the number of arbitrators three arbitrators shall be appointed in accordance with Article 5.1(c).

e. Multiple parties

In the event that there are multiple parties as claimants or respondents, the multiple parties shall jointly appoint an arbitrator as provided in Article 5.1(b) or (c). Failure to agree on such an appointment shall result in all arbitrators being appointed by the Appointing Authority at the request of the most diligent party. In doing so, the Appointing Authority has the power to revoke any prior appointment.

5.2 Transfer of the file – Date of constitution

The parties shall communicate the full file, consisting of the request for arbitration, reply if any, correspondence, interim measures by the interim arbitrator (if any), and any other documents relevant to the work of the Arbitral Tribunal that have been exchanged by the parties by that date, to the Arbitral Tribunal at the latest when the sole arbitrator, or the presiding arbitrator, as the case may be, is appointed. The Arbitral Tribunal is constituted when all arbitrators have accepted their mandate. Acceptance may be conditional on the receipt by the arbitrators of the required deposit.

5.3 Disclosure by arbitrators

Upon their appointment, arbitrators shall disclose any circumstances which, in the eyes of the parties, may call into question their independence or impartiality. This disclosure obligation shall apply throughout the duration of the arbitration. Failure to object within 15 days of such disclosure, or of the date at which a party otherwise became or should have become aware of such circumstances, shall result in the loss of the right to challenge the arbitrator for such circumstances.



5.4 Duty of the parties to inform arbitrators of relevant circumstances

The parties have the obligation to inform the arbitrators of any circumstances of which they are aware which may be relevant for the arbitrators for the purposes of the disclosure to be made under Article 5.3. This obligation shall apply throughout the duration of the arbitration. Failure by either party to comply with this obligation shall result in the defaulting party losing its right to challenge the arbitrator in relation to the circumstances not brought to the arbitrators' attention, except if the defaulting party can show that the arbitrator should in any event have been aware of those circumstances.

5.5 Challenges

Any party may challenge an arbitrator before the Appointing Authority for lack of independence or impartiality or otherwise. A challenge shall not suspend the arbitration. If the challenge is sustained, the arbitrator shall be deemed to have resigned with immediate effect and a new arbitrator shall be appointed by following the initial appointment method unless the Appointing Authority determines otherwise in its discretion.

5.6 Replacement

Any party may request the Appointing Authority to replace an arbitrator in the event that he or she does not or cannot perform his or her mandate for a reason other than lack of independence or impartiality. Such a request shall not suspend the arbitration. If the replacement request is sustained, the arbitrator shall be deemed to have resigned with immediate effect and a new arbitrator shall be appointed. This appointment shall be made following the initial appointment method unless the Appointing Authority determines otherwise in its discretion.

5.7 Resignation

An arbitrator may resign following a challenge or for any other legitimate reason. The resignation of the arbitrator shall not suspend the arbitration. In the event of a dispute as to the legitimacy of the reason for resignation, the other two arbitrators shall decide whether the reason is legitimate. In the event that they conclude that the reason is not legitimate, they may make use of their power to continue proceedings alone under Article 7.5. In all cases, the other two arbitrators shall decide the amount of fees, if any, to be attributed to the arbitrator who has resigned.



6. PROCEDURE



6.1 Multiple parties

The claimant may nominate more than one respondent in the request for arbitration. Similarly, the respondent may, in its reply to the request for arbitration, make a claim against more than one party to the arbitration agreement (be it the initial claimant or not).

6.2 Request for arbitration

The request for arbitration shall identify the parties, their respective addresses, the details of their representatives, if any, and the arbitration agreement. It shall include a description of the legal relationship or instrument giving rise to the dispute, the relevant facts and circumstances and the disputed issues. It shall also include a description of the relief sought. Where applicable, it shall indicate the name and contact details of the arbitrator appointed by the claimant, failing which the arbitration will not be considered to have been properly commenced. Finally, the request for arbitration may include any comment relating to the place of arbitration, the language of arbitration and any other issue that the claimant deems appropriate.

6.3 Reply

The reply shall be submitted within 30 days of the receipt of the request. It shall contain any comment the respondent wishes to make on the identity of the parties, their respective addresses, the details of their representatives, if any, the arbitration agreement, the description of the legal relationship or instrument giving rise to the dispute, the relevant facts and circumstances and the disputed issues, the relief sought, as well as any other comment that the respondent may wish to make in reply to the request. It shall contain in particular any objection to the jurisdiction of the Arbitral Tribunal or the admissibility of the claim. It shall include the name and contact details of the arbitrator appointed by the respondent where applicable. It may include any claim made by the respondent against the claimant or any other party to the arbitration agreement, whether or not such party has been identified in the request for arbitration.

In this case, the respondent shall also notify such other party of the request. In the event that the other party does not agree with the arbitral appointments previously made, the provisions of Article 5.1(e) shall apply.

6.4 Reply to claims made by the respondent

Within 30 days from the receipt of the reply, the defending party to any claims made by the respondent shall raise any objection to the jurisdiction of the Arbitral Tribunal or the admissibility of the claim. It may also make any comment it wishes to make on the merits of such claim.

6.5 Initial hearing

As soon as practicable after the appointment of the sole arbitrator or the presiding arbitrator, as the case may be, the Arbitral Tribunal shall hold an initial hearing. The initial hearing may be held in person or by any other appropriate means. At the initial hearing, the Arbitral Tribunal shall fix the procedural calendar for the arbitration. The Arbitration Tribunal may also draw up a list of issues to be dealt with (which need not be agreed by the parties) and a set of specific procedural rules to be applied in the arbitration. The decisions made at the initial hearing shall be reduced to writing by the Arbitral Tribunal.

6.6 Procedural calendar

When the parties agree on a procedural calendar, the Arbitral Tribunal shall be bound by it (save for hearing dates which depend on the availability of all parties concerned and for the date of rendering the award, which shall require the agreement of the Arbitral Tribunal). Absent the parties' agreement, the Arbitral Tribunal, after having heard the parties, shall fix the procedural calendar, having regard to the 18 month time-period provided under these Rules.

6.7 Written submissions

The parties shall file one or more written submissions in accordance with the procedural schedule. Written submissions shall be as concise and focused as possible.





6.8 Evidence

- a. The parties may prove the facts that they allege by all appropriate means. The Arbitral Tribunal may determine the admissibility, relevance and weight of the evidence in its entire discretion.
- b. Evidence shall be submitted in accordance with the procedural schedule or as otherwise directed by the Arbitral Tribunal.
- c. In principle, witnesses and experts shall submit a written statement in advance of the hearing.
- d. The Arbitral Tribunal may at any time direct that a witness shall appear. In that case, the witness may file a witness statement in advance of the hearing.
- e. The Arbitral Tribunal may decide in its discretion to refuse or limit witness or expert appearances.
- f. The Arbitral Tribunal may appoint one or more experts, after having discussed the mandate of such expert(s) with the parties.
- g. The Arbitral Tribunal may require the parties to produce identified documents or disclose specified information. In the event that such document or information is confidential, the Arbitral Tribunal may preserve confidentiality by all appropriate means.
- h. In general, documents should be produced in their native format. In the event of electronic documents, metadata need not be produced, unless the Arbitral Tribunal directs otherwise, in the interests of justice.

6.9 Hearings

The procedural calendar may provide for the holding of one or more hearings, as appropriate. If a party so requests, a hearing for oral argument shall be held by the Arbitral Tribunal. Hearings shall generally be held in person, but may also be held by video or audio conference where appropriate.

6.10 Closure of proceedings, deliberations and award

The Arbitral Tribunal declares the proceedings closed when it deems it appropriate. After this date no submission or evidence shall be admissible unless expressly authorised in advance by the Arbitral Tribunal.

Deliberations shall be confidential. In the event that there is more than one arbitrator, the award shall be rendered by a majority decision. In the event that there is no majority, the presiding arbitrator shall make the award alone.

Every award shall be binding on the parties. By submitting the dispute to arbitration under these Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse or immunity insofar as such waiver can validly be made.

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7. CERTAIN POWERS AND DUTIES OF THE ARBITRAL TRIBUNAL



7.1 Duty to respect due process

At all times, the Arbitral Tribunal shall ensure that due process is respected.

7.2 Procedural orders

The Arbitral Tribunal has power to render procedural orders. The presiding arbitrator, after having consulted the co-arbitrators, may render procedural orders alone.

7.3 Interim measures

a. The Arbitral Tribunal has full discretion to grant whatever interim relief it deems appropriate in view of the circumstances. In exercising this discretion, the Arbitral Tribunal may take into consideration, among other things, the urgency of the matter, if any, the fact, if applicable, that certain rights are not seriously contested, the necessity of the relief sought, and the respective situations of the parties if the relief sought is or is not granted. The Arbitral Tribunal may also prescribe any measure applicable until the decision on the relief sought is rendered.

b. The Arbitral Tribunal shall not be bound by the decisions of the Interim Arbitrator, if any. It may, after having heard the parties, reverse, withdraw or modify any decision made by the Interim Arbitrator.

c. Interim decisions may take the form of a procedural order or, if requested by a party, and accepted by the Arbitral Tribunal, an arbitral award.

d. The Arbitral Tribunal may order the party requesting an interim measure to provide appropriate undertakings or security in connection with the measure.

7.3/...

.../7.3 Interim measures

e. Any party is free to make an *ex parte* application and the Arbitral Tribunal may grant relief *ex parte*. The application shall justify the recourse to *ex parte* proceedings and shall disclose all relevant facts. The Arbitral Tribunal may refuse to render a decision on an *ex parte* basis without giving reasons. In the event that a decision is rendered on an *ex parte* basis, such decision remains valid only until both parties have been heard and the Arbitral Tribunal has rendered an *inter partes* decision. Upon rendering a decision on an *ex parte* basis, the Arbitral Tribunal shall give the other party or parties an opportunity to be heard as soon as practicable. A decision rendered on an *ex parte* basis may not take the form of an arbitral award.

7.4 Early disposition of all or part of the case

The Arbitral Tribunal may, on its own motion or at the request of a party, decide to dispose of all or part of the case by way of an early award, including by dismissing the claim at an early stage, if it considers such conditions as it determines, in its discretion, to be applicable for such early dismissal are met.





7.5 Majority of Arbitral Tribunal to continue proceedings

If any arbitrator on a three-member Arbitral Tribunal refuses or persistently fails to participate in its deliberations, the two other arbitrators shall have the power, upon their written notice to the parties and the third arbitrator, to continue the arbitration (including the making of any decision, ruling or award), notwithstanding the absence of the third arbitrator. In determining whether to continue the arbitration, the two other arbitrators shall take into account the stage reached by the arbitration proceedings, any explanation given by the third arbitrator for his or her non-participation and such other matters as they consider appropriate in the circumstances of the case. The reasons for such determination shall be stated in any award, order or other decision made by the two arbitrators without the participation of the third arbitrator.

7.6 Costs

The Arbitral Tribunal may, in any award, allocate all or part of the costs, in its discretion. Costs may include the fees and expenses of the arbitrators (including the Interim Arbitrator), the cost of legal representation, of experts and consultants (including witnesses acting as consultants). Costs may also include management time and expenses. In making decisions as to costs, the Arbitral Tribunal may take into account such circumstances as it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.



8. OBJECTIONS TO JURISDICTION OR ADMISSIBILITY

8.1 Power of the Arbitral Tribunal

The Arbitral Tribunal shall have the power to determine its own jurisdiction.

8.2 Timing

Any objection to the jurisdiction of the Arbitral Tribunal or the admissibility of a claim shall be raised at the latest with the reply to the request for arbitration, or with the reply to the claim made by the respondent in the event of a claim made by the respondent. Any objection to the jurisdiction of the Arbitral Tribunal or the admissibility of a new claim or an amended claim shall be raised within 30 days of such new claim or amended claim.

8.3 Waiver if objection not raised

Failure to raise an objection in accordance with Article 8.2 shall result in the objection to the jurisdiction of the Arbitral Tribunal or the admissibility of the claim being waived.



9. MULTIPLE LEGAL RELATIONSHIPS

Claims arising under more than one instrument or legal relationship may be made in a single arbitration when:

- a. the parties to the arbitration are parties to all such instruments or legal relationships;
- b. all such instruments or legal relationships are subject to an agreement referring to these Rules;
- c. the place of arbitration in all such instruments or legal relationship is the same or is not specified.

These conditions are cumulative.



10. CORRECTION – INTERPRETATION OF THE AWARD

10.1 Correction

Within 15 days from the notification of the award, any party may request the Arbitral Tribunal to correct any error in the nature of a clerical or computational mistake. If the Arbitral Tribunal, having consulted the parties, determines that the request is justified, it shall issue the corrected award within 30 days after the receipt of such request.

10.2 Interpretation

Within 15 days from the notification of the award any party may request the Arbitral Tribunal to interpret the award. If the Arbitral Tribunal, having consulted the parties, determines that an interpretation is warranted, it shall issue the interpretation within 45 days after the receipt of such request. The interpretation shall form part of the award.

10.3 No reconsideration of the merits of the decision

Neither the request for correction nor the request for interpretation shall be a pretext to request the Arbitral Tribunal to reconsider the decision arrived at in the award. The Arbitral Tribunal has full power, after consulting the parties, to dismiss summarily any request for correction or interpretation which, in the opinion of the Arbitral Tribunal, constitutes a disguised request for reconsideration of its previous decision.

11. FINAL PROVISIONS



11.1 Place of arbitration

Failing an agreement between the parties on the place of arbitration, the place of arbitration shall be Paris. Hearings can be held in all appropriate locations as may be decided by the Arbitral Tribunal or Interim Arbitrator on its own motion or upon request of a party.

11.2 Language

Failing an agreement between the parties on the language of arbitration, the Arbitral Tribunal shall determine the language or languages of arbitration. In doing so, the Arbitral Tribunal may consider any relevant factor, including the language of the instrument giving rise to the dispute and the language or languages used by the parties in their dealings. In the event that the Arbitral Tribunal authorises the use of more than one language by the parties, it may select one of them only to correspond with the parties and draft its decisions, including any award. The choice of a given language or languages for the arbitration shall not necessarily mean that all documents drafted in another language shall be translated. The Arbitral Tribunal may accept partial translations or documents in a language other than the chosen language(s), provided that this other language is understood by all parties.

11.3 Notification of the award

The award shall be notified by the Arbitral Tribunal to the parties in electronic format, followed by a hard-copy by courier or hand delivery, at the addresses given by the parties in the request for arbitration and the reply to the request for arbitration, unless subsequently modified by notice to the Arbitral Tribunal and the other party. The date of notification shall be that of the electronic transmission.

11.4 Fees and expenses of Arbitral Tribunal

The methods of compensation of the Arbitral Tribunal shall be determined by agreement between the parties and the Arbitral Tribunal. In the absence of such agreement, any of the parties or members of the Arbitral Tribunal may request that the Appointing Authority determine the method of compensation of the Arbitral Tribunal. In principle, the Arbitral Tribunal shall apply an hourly rate that is commensurate with the complexity of the case and the amounts in dispute. Once the method of compensation of the Arbitral Tribunal is agreed, the Arbitral Tribunal may direct the parties, in such proportions as it deems appropriate, to make one or several interim or final payments of deposits on account of the costs of the arbitration. The Arbitral Tribunal may suspend its work as long as such deposits have not been paid.

11.5 Non-payment of deposit by a party

In the event that a party fails to pay in full its share of the required deposit within the prescribed deadline, the Arbitral Tribunal may (i) unless the other party effects a substitute payment, terminate the proceedings or (ii) treat any claim made by that party as withdrawn. In the event that the other party effects a substitute payment to allow the arbitration to proceed, the party paying the substitute payment shall be entitled to recover that amount as a debt immediately due from the defaulting party either before the Arbitral Tribunal or before any court of competent jurisdiction.

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11.6 VAT

Insofar and to the extent that the fees of arbitrators are subject to VAT according to the applicable tax laws, the parties jointly and severally undertake to pay VAT to the arbitrators concerned on first demand upon presentation by the Arbitrators of relevant invoices. Each party undertakes, if the Arbitral Tribunal so requests, to advance by way of deposit to the arbitrators concerned the estimated amount of VAT.

11.7 Case-dedicated bank account

The Arbitral Tribunal or the Interim Arbitrator may open a case-dedicated bank account.

11.8 Waiver if no objection

A failure without any legitimate reason by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection.

11.9 Enforceability

It shall be the duty of the parties and the arbitrators, wherever possible, to take such steps as may be necessary to ensure that the award is enforceable by any competent courts.



12. LIMITATION OF LIABILITY

The parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators (including the Interim Arbitrator, if any), and any person appointed by the Arbitral Tribunal based on any act or omission in connection with the arbitration.





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