

INTERNATIONAL ARBITRATION CHAMBER OF PARIS



ARBITRATION RULES

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PREAMBLE

The INTERNATIONAL ARBITRATION CHAMBER OF PARIS (the "Chamber"), founded in 1926, is today one of the oldest French arbitration centres in activity, which contributes to its reputation.

After more than a hundred years of existence, the Chamber has expanded into other sectors of domestic and international trade whilst remaining true to its corporate origins related to commodities.

The Chamber aims to lead by example in promoting, through arbitration and mediation, alternative dispute resolution suitable for the business world, economic exchanges and business life in general.

The Chamber's know-how, drawn from its origins, and the methods that it has adopted enable it to comply with the principles governing arbitration whilst avoiding the excessive rigidity caused by the processualization and juridicization of arbitration that are often criticised and end up harming its image and efficiency.

Accordingly, the Chamber updates its rules regularly to take account of legislative and jurisprudential developments and better respond to the different types of disputes referred to it while preserving the advantages it offers in terms of expertise, celerity, costs and procedural flexibility that constitute its distinctive features.

Indeed, within the many arbitration services available, the Chamber has sought to ensure that arbitration benefits from its expected qualities: a human and pragmatic approach; celerity, by encouraging the recourse to paperless proceedings and to reasonable and tailored deadlines; and legal certainty, by the meticulous selection of arbitrators and the rigour of awards.

With its unique approach, the Chamber intends to preserve the trust that arbitration has gained since its origins.

INTRODUCTORY PROVISIONS

Article 1: Presentation of the International Arbitration Chamber of Paris

- 1.1. The Chamber organises arbitration between parties by setting up an arbitral tribunal for each dispute. The Chamber is the only body authorized to organise arbitrations under the present Arbitration Rules (the "Rules"). It is assisted by a Secretariat that administers, under the direction of its Secretary General, arbitrations under the aegis of the Chamber.
- 1.2. The Chairman of the Chamber refrains from exercising any mission unrelated to his or her management functions, as described in the following provisions, in an arbitration conducted under the aegis of the Chamber in accordance with its Rules or requiring its intervention and services.
- 1.3. The Chamber offers the parties the possibility of resolving their disputes by arbitration, in accordance with the Rules, or by mediation, in accordance with the Chamber's Mediation Rules.
- 1.4. The Chamber provides arbitral tribunals with all the means in its possession to ensure the accomplishment of their mission throughout all its duration.
- 1.5. The Chamber may also offer management services for arbitrations not subject to the Rules. It is then incumbent upon parties willing to resort to its services to determine with the Chamber the mission they wish it to carry out.
- 1.6. The Chamber may, at its discretion, refuse to organise any arbitration referred thereto that has no chance of succeeding.

Article 2: Definitions

In the Rules:

- a) "Annex" indicates an annex to the Rules;
- b) "Appendix" indicates an appendix to the Rules;
- c) "arbitral tribunal" indicates a three-membered arbitral tribunal or a sole arbitrator.
- d) "arbitration agreement" indicates any arbitration clause or submission agreement;
- e) "arbitrator" indicates a presiding arbitrator, co-arbitrator or sole arbitrator;

- f) "Article" indicates an article of the Rules;
- g) "award" indicates an interim, partial or final arbitral award;
- h) "business day" indicates Mondays, Tuesdays, Wednesdays, Thursdays and Fridays;
- i) "Chamber" indicates the Chamber or its Secretariat;
- j) "claimant" indicates one or more claimants, including one or more counter-respondents;
- k) "Commission" indicates the body of the Chamber assisting the latter in managing arbitrations under the Rules;
- l) "additional party" indicates one or more additional parties;
- m) "non-business day" indicates Saturdays, Sundays and public holidays in the country of the place of the arbitration and in the countries where the parties are domiciled for the purposes of the proceedings;
- n) "party" or "parties" indicate any party to the arbitration;
- o) "presiding arbitrator" indicates the presiding arbitrator of a three-member arbitral tribunal or a sole arbitrator;
- p) "respondent" indicates one or more respondents, including one or more counterclaimants;
- q) "Rules" indicates the present Arbitration Rules;
- r) "Sub-section" indicates a sub-section of the Rules;
- s) "summons" indicates any notification to the parties of the date set for a hearing on the proceedings, on jurisdiction or on merits of the dispute, or for a case review session;

Article 3: Applicability of the Rules

- 3.1.** The Chamber's arbitration rules are applicable in the presence of any arbitration agreement or request for arbitration referring to the "International Arbitration Chamber of Paris", its former name "Arbitration Chamber of Paris" or any other designation enabling the Chamber to be identified with a sufficient degree of certainty.
- 3.2.** The arbitration is subject to the Chamber's arbitration rules in force on the day of receipt of the request for arbitration by the Chamber.

All the provisions of the Rules are adopted without reserve, unless otherwise expressly agreed by the parties.

- 3.3.** The Chamber may, after consulting the Commission, refuse to administer an arbitration where the derogations agreed between the parties to its arbitration rules would denature the provisions thereof.
- 3.4.** Arbitration under the Rules has a single level of jurisdiction, unless the parties have expressly agreed to a double level of jurisdiction. In this case, the decision rendered at first level has no other value than that of a draft award, pursuant to article 2 of Appendix 1.
- 3.5.** The Chamber's arbitration rules also apply to disputes for which the former is appointed by the national courts.

Article 4: Available arbitration procedures

- 4.1.** The Rules offer the possibility of implementing the following procedures:
 - a)** the Ordinary Procedure, governed by the whole of the Rules, except Sub-section 2.2, and available for any dispute; and
 - b)** the Expedited Arbitration Procedure, governed by the whole of the Rules, except Sub-section 2.1, and available for any dispute whose main claim does not exceed 150,000 euros (or the equivalent in foreign currency on the date the matter is referred to the Chamber).
- 4.2.** The Ordinary Procedure is automatically implemented for any dispute in the absence of a choice in favour of the Expedited Arbitration Procedure in the request for arbitration in accordance with Article 5.1.e.
- 4.3.** The Chamber is not responsible for the consequences resulting from the choice of procedure or the absence thereof.

ARBITRAL PROCEEDINGS

SECTION 1 : INITIATING THE ARBITRAL PROCEEDINGS

Article 5 : Request for Arbitration

5.1. A party (the "claimant") wishing to initiate arbitration before the Chamber shall transmit a request for arbitration (the "Request for Arbitration") to the opposing party (the "respondent"), by any means with acknowledgement of receipt, as well as to the Chamber.

The Request for Arbitration contains notably the following information:

- a)** the full names, descriptions, postal and email addresses or other contact details of each of the parties and any person representing them pursuant to Article 29.1;
- b)** a statement of the facts in dispute, the relief sought and the basis upon which the claims are made;
- c)** the amount of each of those claims or, as far as possible, a quantified estimate thereof;
- d)** a copy of all arbitration agreements on the basis of which the Request for Arbitration is submitted;
- e)** the choice of procedure to be implemented (Article 4.1);
- f)** if necessary, any observations on the constitution of the arbitral tribunal, the applicable rules of law, the place and language of the arbitration;
- g)** all relevant supporting documents.

5.2. In case of non-compliance with the provisions of Article 5.1, the Chamber may invite the claimant to comply therewith within fifteen (15) days, failing which the Request for Arbitration shall be withdrawn.

5.3. On receipt of the Request for Arbitration, the Chamber shall invite the claimant to effect payment of the opening fee and to advance the arbitration costs in accordance with Articles 46 and 47.

5.4. The proceedings shall, for all purposes, be deemed to have been initiated on the date of receipt of the Request for Arbitration by the Chamber, provided that the claimant (i) effects payment of the opening fee in accordance with Article 46 and (ii) proves receipt, by the respondent, of the Request for Arbitration

transmitted in accordance with Article 5.1 or, failing that, compliance with any legal conditions applicable thereto.

Article 6 : Notification of initiation of the proceedings

The Chamber shall notify the respondent of initiation of the proceedings and provide it with a copy of the Request for Arbitration and the Rules.

The Chamber shall inform the parties of the date on which the respondent was notified of initiation of the proceedings.

Article 7 : Answer to the Request for Arbitration and Counterclaim

7.1. The respondent shall submit its answer to the Request for Arbitration (the "Answer to the Request for Arbitration") to the claimant and the Chamber within thirty (30) days from receipt of the notification of initiation of the proceedings.

7.2. The respondent wishing to make a counterclaim (the "Counterclaim") shall submit it with the Answer to the Request for Arbitration to the claimant and the Chamber.

The Counterclaim contains notably the following information:

- a)** a statement of the facts in dispute, the relief sought and the basis upon which the claims are made;
- b)** the amount of each of those claims or, as far as possible, a quantified estimate thereof;
- c)** all relevant supporting documents.

SECTION 2 : CONTINUING THE ARBITRAL PROCEEDINGS

Article 8 : Exclusivity of procedures

The implementation of the Ordinary Procedure entails the application of the provisions of Sub-section 2.1 and the exclusion of those of Sub-section 2.2. Conversely, the implementation of the Expedited Arbitration Procedure entails the application of the provisions of Sub-section 2.2 and the exclusion of those of Sub-section 2.1.

SUB-SECTION 2.1 : ORDINARY PROCEDURE

Article 9 : Constitution of the arbitral tribunal

- 9.1.** The dispute shall be referred to an arbitral tribunal composed of three arbitrators, unless otherwise agreed by the parties.
- a)** The arbitral tribunal shall be constituted as follows:
- i.** an arbitrator shall be appointed in the Request for Arbitration by the claimant or, failing such appointment, by the Commission;
 - ii.** an arbitrator shall be appointed by the respondent, at the latest, in the Answer to the Request for Arbitration or, failing such appointment, by the Commission;
 - iii.** the presiding arbitrator shall be appointed by the Commission.
- b)** By way of derogation from Article 9.1.a, in case of multiple claimants or respondents, the Commission shall appoint all the members of the arbitral tribunal.
- 9.2.** Where the parties have agreed that the dispute shall be referred to an arbitral tribunal composed of a sole arbitrator, they shall jointly appoint the latter within thirty (30) days from receipt, by the respondent, of the Request for Arbitration transmitted in accordance with Article 5.1. Failing such joint appointment, the Commission shall appoint the sole arbitrator.
- 9.3.** It shall be incumbent upon the parties to provide proof of any agreement between them as to the number of arbitrators and, if applicable, to appoint an arbitrator on a precautionary basis within the time limits set by the Rules.

Article 10 : Conduct of the arbitral proceedings

- 10.1.** The arbitral tribunal may, on its own motion or at the request of the parties, decide to establish a procedural timetable.

To this end, if the arbitral tribunal finds it necessary, it shall summon the parties to a hearing on the proceedings, in principle by videoconference, in order to discuss the procedural timetable and any other relevant procedural issues as well as, if appropriate, to draw up terms of reference in consultation with the parties.

- 10.2.** Subject to Article 10.1, the procedure shall be as follows:
- a)** the claimant shall submit its reply (the "Reply") within sixty (60) days from receipt of the notification referred to in Article 6 by the respondent;

- b) the respondent shall submit its rejoinder (the "Rejoinder") within ninety (90) days from receipt of the notification referred to in Article 6;
- c) a hearing shall be held at least fifteen (15) days from the Rejoinder or, if there is no Rejoinder, from the date of the last exchange between the parties.

10.3. The arbitral tribunal shall, as soon as it is constituted, summon the parties to the hearing referred to in Article 10.1 or, where applicable, to that referred to in Article 10.2.c.

10.4. The terms of reference agreed upon shall be signed by the parties and all the members of the arbitral tribunal. Failing signature by one of the parties, the terms of reference shall be signed by the Chairman of the Chamber, whose signature shall have the same effect as if all the parties had signed the terms of reference.

10.5. Once the terms of reference have been signed, the parties shall not make new claims falling outside the limits of the terms of reference, except with the prior authorization of the arbitral tribunal, which shall consider the nature of the new claims, the stage of the proceedings and any other relevant circumstances.

Article 11 : Rules of law applicable to the merits of the dispute

11.1. The arbitral tribunal shall decide in accordance with rules of law, unless the parties have given it the power of an *amiable compositeur*.

11.2. The parties are free to choose the rules of law applicable to the merits of the dispute. Failing this, the arbitral tribunal shall apply the rules of law it deems appropriate.

11.3. The parties and the arbitral tribunal may, in the course of proceedings, agree to convert a mission to decide in accordance with rules of law into a mission to decide as *amiable compositeur*, and vice versa.

11.4. In any event, the arbitral tribunal shall take account of the contractual provisions binding the parties and all relevant trade usages.

Article 12 : Time limit for the award

The time limit within which the award must be rendered is six (6) months from the date of acceptance of his or her mission by the last arbitrator, subject to stipulations to the contrary in the terms of reference and extensions pursuant to Article 27.2.

SUB-SECTION 2.2 : EXPEDITED ARBITRATION PROCEDURE

Article 13 : Constitution of the arbitral tribunal

The dispute shall be referred to an arbitral tribunal composed of a sole arbitrator appointed by the Commission.

Article 14 : Conduct of the arbitral proceedings

- 14.1.** As soon as it is constituted, the arbitral tribunal shall set the date and time of the case review session, and the Chamber shall inform the parties thereof.
- 14.2.** After the Request for Arbitration and the Answer thereto, no new claim shall be made nor any other submission or evidence shall be filed before the case review session, unless the respondent has objected to jurisdiction or admissibility or submitted a Counterclaim.
- 14.3.** In the case referred to in Article 14.2 only, the claimant shall reply exclusively on the respondent's objections or the Counterclaim within sixty (60) days from receipt of the notification referred to in Article 6 by the respondent.
- 14.4.** The arbitral tribunal shall decide solely on the basis of the documents submitted by the parties. Nonetheless, after consulting the latter, it may decide to hold a videoconference hearing on the day and at the time previously set for the case review session.
- 14.5.** The arbitral tribunal may, at any time, request the parties to provide additional information that it considers relevant.

Article 15 : *Amiable composition*

- 15.1.** The arbitral tribunal shall decide as *amiable compositeur*.
- 15.2.** Unless otherwise expressly agreed by the parties, any arbitration agreement referring to the Chamber authorises the arbitral tribunal to decide as *amiable compositeur* within the Expedited Arbitration Procedure.
- 15.3.** Any express agreement by the parties, whether in the arbitration agreement or thereafter, that the arbitral tribunal decide in accordance with rules of law shall exclude the possibility of implementing the Expedited Arbitration Procedure.

Article 16 : Time limit for the award

The time limit within which the award must be rendered is four (4) months from the date of acceptance of his or her mission by the sole arbitrator, subject to extensions pursuant to Article 27.2

Article 17 : Conversion of procedure

17.1. The Commission may decide to convert an Expedited Arbitration Procedure into an Ordinary Procedure:

- a) at the request of the arbitral tribunal, due to the complexity of the case;
- b) where the claim or counterclaim exceeds the amount referred to in Article 4.1.b;
- c) in case of a subsequent agreement by the parties that the arbitral tribunal decide in accordance with rules of law pursuant to Article 15.3, in case of joinder pursuant to Article 24 or of consolidation pursuant to Article 25.

17.2. The conversion of procedure shall interrupt the time limit for the award as well as implement the Ordinary Procedure in accordance with Article 8, the dispute being thus referred to an arbitral tribunal composed of three arbitrators, unless otherwise agreed by the parties.

- a) The arbitral tribunal shall then be constituted as follows:
 - i. an arbitrator shall be appointed by the claimant and another one by the respondent within fifteen (15) days from receipt of the notification of conversion of procedure or, failing that, by the Commission;
 - ii. the sole arbitrator shall become the presiding arbitrator.
- b) By way of derogation from Article 17.2.a, in case of multiple claimants or respondents, the sole arbitrator shall become the presiding arbitrator and the Commission shall appoint the other two arbitrators.

SECTION 3 : ARBITRAL TRIBUNAL

Article 18 : Appointment and confirmation of arbitrators

18.1. The arbitrators may be appointed from an indicative list set up by the Chamber. A natural person not listed thereon may however be appointed as an arbitrator provided that he or she enjoys full civil rights and exercises, or has exercised, a function of commercial, technical, legal, financial, industrial or agricultural responsibility.

18.2. The Commission shall, by unmotivated decision not subject to appeal, confirm the appointed arbitrator, if appropriate, at the earliest fifteen (15) days from receipt, by the parties, of the information provided by the arbitrator pursuant to Article 19.2.

The Commission may refuse to confirm an arbitrator, in particular, if it deems that so is required by the respect for the principle of equality of the parties in

appointing arbitrators, by the latter's duties of availability, independence and impartiality or by any other legitimate reason.

Article 19 : Availability, independence and impartiality of arbitrators

19.1. The arbitrator must be independent and impartial of the parties at the time he or she accepts his or her mission and remain so until the end of the proceedings.

The arbitrator must also, throughout the proceedings, be available to conduct them diligently and efficiently.

19.2. The prospective arbitrator who accepts his or her mission shall sign a statement of acceptance, availability, independence and impartiality. He or she shall, in writing, disclose any facts and circumstances of such a nature as to give rise to legitimate doubts as to his or her independence and impartiality from the point of view of a reasonable third party having knowledge of such facts and circumstances.

19.3. The arbitrator shall immediately notify the Chamber of any circumstances and facts of the same nature as those referred to in Article 19.2 which may arise during the arbitration.

19.4. The Chamber shall forward to the parties all the information provided by the arbitrators pursuant to Articles 19.2 and 19.3.

Article 20 : Challenge of arbitrators

20.1. A party wishing to challenge a prospective or confirmed arbitrator based on an alleged lack of independence or impartiality or any other legitimate ground shall submit its request (the "Challenge Request"), on penalty of inadmissibility, to the opposing party and the Chamber within fifteen (15) days from receipt of the information referred to in Article 19.4 or, where applicable, from discovery of the facts or circumstances on which the request is based.

No Challenge Request shall be admissible after communication of the award to the parties pursuant to Article 41.

20.2. The arbitrator concerned by the Challenge Request may reply to it within five (5) days from its receipt. The parties may submit any observations on this reply within five (5) days from its receipt.

20.3. The Commission, by unmotivated decision not subject to appeal, shall rule on any Challenge Request.

20.4. The submission of a Challenge Request in accordance with Article 20.1 shall stay the proceedings and suspend the time limit for the award until notification

of the Commission's decision or, where applicable, of reconstitution of the arbitral tribunal.

20.5. The parties shall be deemed to be in full agreement with the constitution of the arbitral tribunal if no Challenge Request is made pursuant to Article 20.1.

Article 21 : Replacement of arbitrators

21.1. A prospective or confirmed arbitrator shall be replaced in case of appointment refusal, acceptance of a challenge by the Commission, resignation, death or any other impediment of a private or professional nature, or if he or she is not confirmed by the Commission.

21.2. The substitute arbitrator shall be appointed as follows:

- a)** if the replaced arbitrator was appointed by a party, the latter shall appoint the substitute arbitrator within fifteen (15) days from the notification of the cause for replacement by the Chamber or, failing such appointment, by the Commission;
- b)** in proceedings resulting from a joinder in accordance with Article 24 or a consolidation pursuant to Article 25, the Commission shall appoint the substitute arbitrator in order to guarantee the equality of the parties;
- c)** in all other cases, the Commission shall appoint the substitute arbitrator.

21.3. The Chamber's notification of a cause for arbitrator replacement shall stay the proceedings and suspend the time limit for the award until notification of reconstitution of the arbitral tribunal.

21.4. The reconstituted arbitral tribunal shall decide, after consulting the parties, on the conditions for resuming the proceedings.

Article 22 : Jurisdiction of the arbitral tribunal

22.1. The constituted arbitral tribunal shall, in each case referred to it, decide on its own jurisdiction.

22.2. On penalty of inadmissibility, any jurisdictional objection shall be raised by the interested party before any other objection, exception or defence on the merits of the dispute.

SECTION 4 : MULTIPLE PARTIES OR CONTRACTS

Article 23 : Multiple contracts

The parties may make, in a single arbitration, claims in relation to several contracts between the same parties, in application of one or more arbitration agreements under the Rules.

Article 24 : Joinder of additional parties

24.1. A party wishing to join a third party as a party to the arbitration (the "additional party") shall submit its request (the "Request for Joinder") to said party as well as to the Chamber and the other parties.

The Request for Joinder contains the following information:

- a)** the references of the pending arbitration;
- b)** the full names, descriptions, postal and email addresses or other contact details of each of the parties, including the additional party, and any person representing them pursuant to Article 29.1;
- c)** a statement of the facts in dispute, the relief sought and the basis upon which the claims are made ;
- d)** the amount of each of those claims or, as far as possible, a quantified estimate thereof;
- e)** a copy of all arbitration agreements on the basis of which the Request for Joinder is submitted;
- f)** all relevant supporting documents.

24.2. The provisions of Article 6 shall apply to the notification, by the Chamber, of the Request for Joinder to the additional party and those of Article 7 to the reply to the Request for Joinder.

24.3. Where the Request for Joinder is made before the constitution of the arbitral tribunal, Article 9.1.b shall apply. To this end, arbitrators already appointed shall not be confirmed and those already confirmed shall be replaced.

24.4. Where the Request for Joinder is made after the constitution of the arbitral tribunal, it shall be subject to the additional party accepting the constitution of the arbitral tribunal and, if applicable, the terms of reference.

24.5. In any event, once constituted, the arbitral tribunal shall rule on the Request for Joinder, taking into account all the circumstances it considers relevant.

The arbitral tribunal's decision on the Request for Joinder is without prejudice to its possible decision as to its jurisdiction with respect to the various parties or to the admissibility or merits of their claims.

- 24.6.** The proceedings shall, for all purposes, be deemed to have been initiated against the additional party on the date of submission of the Request for Joinder to the Chamber in accordance with Article 24.1.

Article 25 : Consolidation of arbitrations

- 25.1.** A party wishing to consolidate, in one arbitration, various pending arbitrations subject to the Rules whose arbitral tribunals have not yet been constituted shall submit its request (the "Request for Consolidation") to all the parties concerned and the Chamber.

The Request for Consolidation contains the following information:

- a)** the references of all arbitrations whose consolidation is requested;
- b)** a statement of reasons justifying consolidation;
- c)** all relevant supporting documents.

- 25.2.** Each of the parties concerned shall submit, within thirty (30) days from receipt of the Request for Consolidation, its reply to the other parties concerned and the Chamber.

- 25.3.** The Commission shall decide on the Request for Consolidation taking account of all the circumstances it deems relevant, such as the following:

- a)** whether all parties have agreed to consolidation; or
- b)** whether all the claims made in the various arbitrations were made under the same arbitration agreement; or
- c)** whether, in case of distinct arbitration agreements, the Commission finds that they are compatible.

The Commission's decision to consolidate arbitrations is without prejudice to the arbitral tribunal's possible decision on its jurisdiction with respect to the various parties or to the admissibility or merits of their claims.

- 25.4.** Consolidation of arbitrations after the constitution of an arbitral tribunal shall only be possible with the unanimous agreement of all parties, including on the practical arrangements of such consolidation.

- 25.5.** In case of consolidation of arbitrations, either by decision of the Commission or by unanimous agreement of the parties, arbitrators already appointed shall

not be confirmed, those already confirmed shall be removed, and the arbitral tribunal shall be constituted in accordance with the provisions of Article 9.1.b.

SECTION 5 : GENERAL ASPECTS OF THE ARBITRAL PROCEEDINGS

Article 26 : Notifications and communications

- 26.1.** All notifications and communications shall be made by email, unless otherwise provided in the Rules.
- 26.2.** All notifications and communications to the Chamber shall be sent to the email address procedure@arbitrage.org.
- 26.3.** Notifications and communications to a party shall be made:
- a)** to the email address of its counsel where that party is represented pursuant to Article 29.1; or, failing that,
 - b)** to the email address indicated by that party or used by it to communicate with the Chamber; or, failing that,
 - c)** by any means with acknowledgement of receipt to the postal address of the party concerned indicated in the Request for Arbitration or the Request for Joinder.
- 26.4.** Any change of email address shall be notified to the opposing party and the Chamber as soon as possible.
- 26.5.** Notifications and communications to a party shall be deemed valid if made in accordance with Article 26.3. The Chamber may under no circumstances be held responsible for any technical malfunctions.
- 26.6.** All notifications and communications from a party shall be sent to the opposing party, so as to guarantee the respect for the adversarial principle and rights of defence.
- 26.7.** Subject to an agreement between the arbitral tribunal and the parties, the latter shall send all their notifications and communications to the Chamber, which shall then forward them to the arbitral tribunal.

Article 27 : Time limits

- 27.1.** A period of time shall start to run on the business day following that on which notification or communication is made in accordance with Article 26 and shall expire at the end of the last day of that period of time.

If the last day of a period of time is a non-business day, the period of time shall expire at the end of the first following business day.

Non-business days are included in the calculation of periods of time.

27.2. At the request of the parties, of one of them or of the arbitral tribunal, or on his or her own motion, the Chairman of the Chamber may, if he or she deems it necessary, extend the time limit for the award for a period of time that he or she determines.

27.3. The proceedings shall expire if none of the parties takes action without valid reason for four (4) months, provided that the time limit for the award has not expired.

Expiration may be raised ex officio by the Chairman of the Chamber, following a reminder sent to the parties and remained unheeded for one (1) month.

In case of expiration, fees already paid shall be retained by the Chamber.

Article 28 : Confidentiality

28.1. The existence and contents of the proceedings are strictly confidential and any person participating in them, in any capacity whatsoever, must respect this confidentiality.

28.2. The provisions of Article 28.1 may be derogated from, either where all parties consent to it, or to the extent that a party is compelled to disclose information about the proceedings to comply with a legal obligation, to protect or exercise rights, or to enforce or challenge an award in bona fide proceedings.

Article 29 : Party representation

29.1. The parties may appear in person or through representatives.

Parties' representatives shall produce either powers of attorney in domestic arbitration or proof of their authority in international arbitration.

29.2. Any change in the representation of a party must be notified to the Chamber and the other parties as soon as possible.

Article 30 : Defaulting respondent

30.1. If the respondent fails to appear, the arbitral tribunal shall nonetheless proceed with the arbitration and make an award by default, on the basis of the available evidence, provided that the claimant has proven receipt, by the respondent, of the Request for Arbitration transmitted in accordance with Article 5.1 or, failing that, compliance with any legal conditions applicable thereto.

- 30.2.** In strict compliance with the adversarial principle, the defaulting respondent is notified of each procedural act and invited to participate in the proceedings at each stage.

Article 31 : Rules applicable to the proceedings

The proceedings shall be governed by the Rules. Where these are silent, the former shall be governed by the rules chosen by the parties or, failing that, determined by the arbitral tribunal, with or without reference to a national procedural law applicable to arbitration.

Article 32 : Place and language of the arbitration

- 32.1.** Unless otherwise agreed by the parties, the place of arbitration shall be Paris.

- 32.2.** The parties are free to choose French, English or Spanish as the language of the arbitration.

By way of derogation, and subject to the agreement of the Commission, which will lay down the conditions, the parties may choose another language as the language of the arbitration.

- 32.3.** Failing an agreement by the parties, the arbitral tribunal shall determine the language of the arbitration taking into account the language of the contract and any other fact or circumstance it deems relevant.

- 32.4.** Documents produced by the parties in a different language from that of the arbitration shall be freely translated, unless otherwise decided by the arbitral tribunal.

Article 33 : Rules of conduct of the arbitral proceedings

- 33.1.** The parties and the arbitral tribunal shall act in an expeditious and fair manner in conducting the proceedings. In any event, the arbitral tribunal shall ensure the equality of the parties and respect the adversarial principle.

- 33.2.** In order to ensure effective arbitration management, the arbitral tribunal may, after consulting the parties, adopt all procedural measures it deems appropriate and which are not contrary to any agreement or understanding of the parties.

- 33.3.** Procedural orders shall be signed by the presiding arbitrator on behalf of the arbitral tribunal after consulting the co-arbitrators, if any.

- 33.4.** The parties undertake to comply with any order of the arbitral tribunal.

Article 34 : Conservatory and interim measures

- 34.1.** The arbitral tribunal may order the parties to take any conservatory or interim measures it deems appropriate, in the form of an order, giving reasons, or of an interim or partial award, as the arbitral tribunal considers appropriate.
- 34.2.** The existence of an arbitration agreement referring to the Chamber shall not prevent the parties from applying to a state court for conservatory or interim measures before the constitution of the arbitral tribunal.

Article 35 : Investigative measures

- 35.1.** The arbitral tribunal shall have the broadest powers to establish the facts of the case.

It may, on its own motion, conduct any inspections it deems necessary and, if needed, visit the places connected with the dispute.

It may decide to hear witnesses, party-appointed experts, or any other person whose hearing is requested by a party or ordered by the arbitral tribunal.

It may also, if it deems it necessary, appoint one or more experts, define their mission, which must comply with the adversarial principle, receive their report and, if necessary, hear them at the hearing.

- 35.2.** The arbitral tribunal may order any investigative measure it considers useful. The parties shall provide assistance in the measures ordered by the arbitral tribunal, which may draw any consequences of an abstention or refusal.
- 35.3.** The arbitral tribunal may, at any time during the proceedings, decide on costs and order any payment thereof, except for those referred to in Section 7.

Article 36 : Holding and conduct of hearings

- 36.1.** Any summons to appear at a hearing shall be issued at least fifteen (15) days before the date fixed for the hearing by the arbitral tribunal, unless otherwise agreed by the parties.
- 36.2.** Hearings shall be held, depending on the decision of the arbitral tribunal, in a physical, virtual or hybrid format.
- 36.3.** Physical hearings shall be held at the Chamber's premises, unless the parties agree on another venue and provided that they bear both the organisation and the additional costs.

- 36.4.** Hearings shall be conducted by the presiding arbitrator, who shall direct the proceedings whilst ensuring their decorum and the respect for the adversarial principle.
- 36.5.** Throughout the proceedings and in particular at hearings, the arbitral tribunal shall be assisted by a secretary appointed by the Chairman of the Chamber.
- 36.6.** Parties and parties' legal representatives may attend hearings with or without representatives pursuant to Article 29.
- 36.7.** Third parties to the dispute shall not be admitted to hearings, unless otherwise agreed by the parties. If admitted, they shall be informed of the obligation of confidentiality and its scope, with which they must comply.
- 36.8.** The proceedings shall be closed as of the end of the hearing on the merits of the dispute, unless otherwise decided by the arbitral tribunal.

In the latter case, the arbitral tribunal shall declare the proceedings closed as soon as it considers that it has sufficient information to decide on the dispute.

After the proceedings are closed, the parties may file no further submission or evidence, except at the request of the arbitral tribunal.

Article 37 : Postponement of hearings

- 37.1.** At the request of the parties, of one of them or on its own motion, the arbitral tribunal may postpone a hearing to a later date.
- 37.2.** Any request to postpone a hearing must be made at least eight (8) days before the date fixed for the hearing, except in exceptional circumstances.

Article 38 : Stay of the arbitral proceedings

At the request of the parties, of one of them or of its own motion, the arbitral tribunal may stay the proceedings until the occurrence of a specific event. The decision to stay the proceedings shall also suspend the time limit for the award.

The proceedings and the time limit for the award shall resume as of the occurrence of the event referred to in the previous paragraph.

SECTION 6 : ARBITRAL AWARDS

Article 39 : Making of awards

- 39.1.** The arbitral tribunal shall settle the dispute by making one or more awards by a majority of its members.

- 39.2.** Awards shall identify the parties, their representatives and the members of the arbitral tribunal, and contain a summary of the facts and parties' arguments and claims. They shall state the reasons upon which they are based and contain an operative part.
- 39.3.** If it considers it appropriate, the arbitral tribunal may make partial or interim awards.
- 39.4.** The final award shall set the costs of the proceedings, which, unless otherwise decided by the arbitral tribunal, shall be fully borne by the unsuccessful party.
- 39.5.** Awards shall be made in as many originals as there are parties and arbitrators, plus one original for the Chamber. Originals of awards shall be signed by all arbitrators.
- 39.6.** Awards may be signed electronically by the arbitral tribunal.
- 39.7.** Awards shall be confidential. However, they may be published with the written agreement of the parties and in the manner agreed upon by them.

Article 40 : Award by consent

If, during the arbitration, the parties reach an amicable settlement of their dispute, this settlement may, at their common request, be recorded in an award by consent, provided that the arbitral tribunal so agrees by verifying that the settlement does not violates public policy or the rights of a third party.

Article 41 : Communication of awards

- 41.1.** Once an award has been made, the Chamber shall communicate an original thereof to each of the parties, subject to full payment of the arbitration fees.

This communication shall be made, by any means with acknowledgement of receipt, to the party representative's postal address in case of representation pursuant to Article 29.1 or, failing this, to the party's own postal address.

- 41.2.** A certified true copy of an award may be made by the Secretary General and delivered to the party requesting it, provided that said party informs the other parties.

Article 42 : Enforcement of awards

The parties undertake to carry out, in good faith, every award. Failing spontaneous compliance, it is incumbent upon to the parties to enforce it, in accordance with the legal means available to them.

Article 43 : Recourse against awards

43.1. Awards made under the aegis of the Chamber shall not be subject to appeals before state courts, although the parties may derogate from this rule in French domestic arbitration.

43.2. Awards may be subject to annulment proceedings in accordance with the law of the place of the arbitration.

However, in French international arbitration, the parties may, by special and express agreement, waive this recourse.

In French domestic arbitration, the parties, by submitting their dispute to the Rules, agree that the court seized of annulment proceedings shall not rule on the merits of the dispute if the award is annulled.

43.3. If the award is annulled, the interested party may resubmit the dispute to the Chamber.

Article 44 : Correction, interpretation and completion of awards

44.1. At a parties' request or on its own motion, the arbitral tribunal may correct any clerical, typographical, calculation or similar error in its award, and interpret or complete it.

44.2. Requests to correct, interpret and/or complete an award must be made within sixty (60) days from receipt of the award, on penalty inadmissibility.

44.3. The arbitral tribunal shall examine requests made on the basis of Article 44.2 in an adversarial manner and rule on them within ninety (90) days from receipt thereof, unless an extension is granted by the Chairman of the Chamber.

44.4. If the arbitral tribunal decides to correct, interpret and/or complete an award, it shall issue an addendum, whose form and content shall be subject to the provisions of Article 39.

As soon as it is issued, the addendum shall constitute part of the award.

The provisions of Article 41 apply to the addendum.

44.5. If the arbitral tribunal decides not to correct, interpret or complete the award, it shall issue an order, giving reasons. Said order shall be separate from the award and not affect it.

44.6. Requests made on the basis of Article 44.2 shall not incur additional costs, unless otherwise decided by the Chairman of the Chamber.

SECTION 7 : COSTS OF THE ARBITRAL PROCEEDINGS

Article 45 : Fee scales

The opening fee and the arbitration fees are calculated on the basis of the fee scales in force on the date of the Request for Arbitration.

The fee scales are fixed by the Chairman of the Chamber at the beginning of each calendar year after deliberation by the board of directors. If there are no changes, the fee scales are simply renewed for the following calendar year.

The fee scales in force are publicly available and may be accessed on the Chamber's website: www.arbitrage.org.

Article 46 : Opening fee

46.1. The opening fee must be paid by the claimant within fifteen (15) days from the Chamber's confirmation of receipt of the Request for Arbitration.

The said period of time may be extended by additional fifteen (15) days by the Chairman of the Chamber, at the claimant's substantiated request, or on his or her own motion if he or she deems it necessary.

46.2. The Request for Arbitration shall be automatically withdrawn if the opening fee is not paid in accordance with Article 46.1.

46.3. The opening fee shall, in any case, be non-refundable as of its payment by the claimant.

Article 47 : Arbitration fees

General provisions

47.1. The arbitration fees, comprising the Chamber's administrative fees and the arbitrators' fees, are calculated on the basis of the amount in dispute.

The amount in dispute is assessed in accordance with Annex 1.

47.2. At the arbitral tribunal's request, the Chairman of the Chamber may, in light of the complexity of the case, set the arbitration fees at an amount higher than that resulting from the application of the fee scales.

The complexity of the case is assessed in accordance with Annex 1.

47.3. Arbitration fees may be recalculated at any time as a result of an increase in the amount in dispute or the complexity of the case.

- 47.4.** Each party must advance the arbitration fees corresponding to its own claim or counterclaim as soon as requested by the Chamber.

The arbitral tribunal shall not be constituted until the claimant has advanced the arbitration fees requested by the Chamber.

Failing advance, by the respondent, on the arbitration fees corresponding to the Counterclaim, the arbitral tribunal may decide on the latter in the manner it determines.

Where an advance request resulting from the recalculation of the arbitration fees is not complied with, the arbitral tribunal may stay the proceedings until the request is satisfied or decide on the parties' claims under the conditions it determines.

The parties must advance any disbursements requested by the Chamber.

- 47.5.** If the claimant or counterclaimant withdraws its claim before any summons, the Chamber shall reimburse the arbitration fees advanced retaining only an amount corresponding to 30% thereof, for costs incurred by the Chamber.

- 47.6.** Arbitration fees shall be definitively and entirely non-refundable once the case has been the subject of a summons, even if, thereafter, claims are withdrawn or the parties agree on or obtain any measure that may end the arbitration.

Expedited Arbitration Procedure

- 47.7.** The arbitral tribunal's decision to hold a hearing in accordance with Article 14.4 shall entail an increase of 25% in the arbitration fees.

The party who requested the holding of said hearing must advance the related arbitration fees within a maximum of thirty (30) days from the advance request by the Chamber.

Failing this advance, the arbitral tribunal may decide not to hold the hearing.

Conversion of procedure

- 47.8.** The conversion of procedure pursuant to Article 17.1 shall entail the application of the Ordinary Procedure fee scales.

The parties must advance the arbitration fees in accordance with Article 47.4, taking into account those advanced for the Expedited Arbitration Procedure.

SECTION 8 : ADDITIONAL PROVISIONS

Article 48 : Mediation

- 48.1.** A mediation process, organised as provided for by the Chamber's Mediation Rules, may be proposed to the parties either by the Chamber, before the arbitral tribunal is constituted, or by the latter after its constitution.
- 48.2.** The parties' agreement to resort to mediation shall stay the arbitral proceedings and suspend the time limit for the award for the duration of the mediation.
- 48.3.** Where mediation is proposed after the constitution of the arbitral tribunal, no arbitrator may be appointed as mediator. Likewise, where mediation is proposed before the constitution of the arbitral tribunal and the dispute is not settled by parties, the mediator may not be appointed as an arbitrator.
- 48.4.** If, in the course of the mediation, the parties reach an amicable settlement of their dispute, this settlement may, at their common request, be recorded in an award by consent, provided that the arbitral tribunal so agrees by verifying that the settlement does not violate public policy or the rights of a third party.
- 48.5.** If, at the end of the mediation, the parties fail to reach an amicable settlement of their dispute, the arbitration shall resume at the request of the interested party.

Article 49 : Third-party funding

- 49.1.** Each party must declare the existence and identity of any third party funding the defence of the former's interests in the arbitration, either directly or through its representative or any other natural or legal person affiliated with that party.
- 49.2.** The declaration referred to in Article 49.1 must be submitted to the opposing party and the Chamber, as applicable, with the Request for Arbitration or as soon as any funding agreement is concluded with a third party.

Any change in the information provided in the declaration must be immediately notified to the opposing party and the Chamber.

Article 50 : Waiver of the right to object

A party who, knowingly and without legitimate reason, fails to raise an objection in a timely manner before the Chamber or the arbitral tribunal shall be deemed to have waived its right to object.

Article 51 : Interpretation of the Rules

The Rules shall be interpreted by the Commission.

Article 52 : Liability

Under no circumstances shall the Chamber, the Commission and the arbitrators be liable for facts, acts or omissions in connection with an arbitration, except in case of intentional wrongdoing or gross negligence.

APPENDIX 1 : ARBITRATION WITH TWO LEVELS OF JURISDICTION

Article 1 : Recourse to arbitration with two levels of jurisdiction

The parties may agree to resort to arbitration with two levels of jurisdiction, at the latest, in the terms of reference. This choice must be express and unequivocal.

Article 2 : First-level proceedings and draft awards

- 2.1. First-level proceedings are governed by the provisions of the Rules, unless otherwise provided in Appendix 1.
- 2.2. The first-level arbitral tribunal shall settle the dispute by issuing one or more draft awards, whose making and communication are subject to the provisions of Articles 39 and 41.
- 2.3. The provisions of Articles 40, 42, 43 and 44 do not apply to draft awards.
- 2.4. Any draft award may be converted into an award in accordance with article 4.1 of Appendix 1.

Article 3 : Requests for review of the dispute

- 3.1. The party wishing to have the dispute reviewed at second level shall submit its request (the "Request for Review") to the opposing party and the Chamber, on penalty of inadmissibility, within fifteen (15) days from receipt of the draft award communicated in accordance with Article 41.

The communication of draft interim awards or draft partial awards shall not entitle the parties to request a review of the dispute.

- 3.2. Upon receipt of a party's Request for Review, the Chamber shall invite said party to advance the arbitration fees in accordance with article 6 of Appendix 1.
- 3.3. If a party withdraws its Request for Review, the opposing party may submit a new Request for Review to the other party and the Chamber within 5 (five) days from notification of withdrawal, on penalty of inadmissibility.

Article 4: Conversion of draft awards into awards

- 4.1. In the absence of Requests for Review pursuant to article 3 of Appendix 1, or where they are withdrawn, any draft award shall be converted into an award at the request of the interested party, provided that the latter informs the other parties.
- 4.2. Awards resulting from the conversion of draft awards are subject to Articles 40, 42, 43 and 44.

Article 5: Second-level proceedings and awards

- 5.1. Second-level proceedings are governed by the provisions of the Rules, unless otherwise provided in Appendix 1.
- 5.2. The second-level arbitral tribunal shall be composed of the same number of arbitrators as the first-level one, unless otherwise agreed by the parties.

In any event, the Commission shall appoint all the arbitrators.
- 5.3. The prospective or confirmed arbitrators of the first-level arbitral tribunal may not compose the second-level one.
- 5.4. The second-level arbitral tribunal shall review the entire dispute, upon which it rules anew, unless otherwise agreed by the parties.
- 5.5. Awards made by the second-level arbitral tribunal are deemed to be the sole awards made in the dispute.

Article 6: Second-level arbitration fees

- 6.1. The second-level arbitration fees are set at one and a half times the first-level arbitration fees. They are increased, where applicable, by the arbitration fees corresponding to any new claim, set at one and a half times the arbitration fees referred to in Article 47.
- 6.2. The second-level arbitration fees must be advanced by the party having made the Request for Review within thirty (30) days from the Chamber's confirmation of receipt thereof.

The said period of time may be extended by additional fifteen (15) days by the Chairman of the Chamber, at the substantiated request of the party having made the Request for Review.
- 6.3. The Request for Review shall be automatically withdrawn if the second-level arbitration fees are not advanced in accordance with 46.1.

ANNEX 1 : GUIDE TO ARBITRATION FEES

This guide aims at providing guidelines concerning the arbitration fees referred to in article 47 of the Arbitration Rules, in particular the methods for calculating them and determining the amount in dispute.

Article 1 : Multiple claims

- 1.1. The claim and counterclaim, if applicable, are taken into account separately when calculating the arbitration fees.
- 1.2. In case of consolidation, each party's claim, whether formerly a principal claim or a counterclaim in a consolidated arbitration, is taken into account separately when calculating the arbitration fees.

Article 2 : Determination of the amount in dispute

- 2.1. The amount in dispute is in principle determined by the sum of the amounts of all the claims made by a party, except for those relating to the reimbursement of arbitration fees and defence costs.
- 2.2. Ancillary claims are likewise taken into account in determining the amount in dispute.
- 2.3. Alternative claims are in principle not taken into account in determining the amount in dispute. Nevertheless:
 - a) where the legal basis of an alternative claim is different from that of the main claim, the amount of the former is added to that of the latter; and
 - b) where the amount of an alternative claim is higher than that of the main claim (and both have the same legal basis), the amount of the alternative claim replaces that of the main claim.
- 2.4. Interest is only taken into account in determining the amount in dispute when they are of particular importance to the arbitration as a whole.

Interest is generally deemed to be of particular importance to the arbitration as a whole (i) if it represents more than 25% of the total claim or counterclaim, (ii) if its rate is higher than the legal interest rate and/or (iii) if the issues relating to interest are of particular legal complexity.

To verify any of these circumstances, the Chamber may request the parties to specify the date from which they claim the payment of interest.

- 2.5.** Set-off exceptions are taken into account in determining the amount in dispute where they are likely to require the analysis of additional issues by the arbitral tribunal.

Article 3: Assessment of unquantified claims

- 3.1.** Unquantified claims are assessed with regard to their economic interest, in particular on the basis of the following factors:
- a)** the price and nature of the contract on whose basis the unquantified claim is made;
 - b)** the content and scope of the unquantified claim in relation to the contract on whose basis said claim is made;
 - c)** the amounts of any quantified claims.
- 3.2.** The economic interest of each unquantified claim is added to the amounts of the quantified claims to determine the amount in dispute.
- 3.3.** Where all claims are unquantified, their economic interest corresponds to the amount in dispute.

Article 4: Complexity of the case

The complexity of the case is assessed by taking into account, among other things:

- a)** the number of parties to the arbitration;
- b)** the number and complexity of the claims made by the parties;
- c)** the number and volume of briefs and documents produced;
- d)** the number of communications sent to the parties;
- e)** the number and length of hearings;
- f)** the number of procedural orders and awards issued; and
- g)** the number of hours spent, or to be spent, by the arbitral tribunal until the end of the arbitration.

ANNEX 2 : MODEL CLAUSES

ARBITRATION CLAUSE

Any dispute arising in connection with this contract shall be resolved by arbitration under the aegis of the INTERNATIONAL ARBITRATION CHAMBER OF PARIS (6, avenue Pierre 1^{er} de Serbie - 75116 Paris, tel. 01 42 36 99 65), in accordance with its Arbitration Rules, which the parties declare to know and accept.

MEDIATION AND ARBITRATION CLAUSE

Any dispute arising in connection with this contract shall be subject to prior mediation under the aegis of the INTERNATIONAL ARBITRATION CHAMBER OF PARIS (6, avenue Pierre 1^{er} de Serbie - 75116 Paris, tel. 01 42 36 99 65), in accordance with its Mediation Rules. If mediation fails, the dispute shall be resolved by arbitration under the aegis of said CHAMBER, in accordance with its Arbitration Rules, which the parties declare to know and accept.

MODEL WAIVER CLAUSE

To the extent permitted by law, [the State, the company] hereby fully and irrevocably waives any claim to sovereign or any other immunity from any proceedings conducted to enforce the award rendered by the Arbitral Tribunal, constituted under the Agreement, including, without limitation, immunity from jurisdiction, immunity from execution and immunity of property.

.....
The parties expressly waive the right to have their dispute submitted to a national court.

ARBITRATION AGREEMENT

Between the undersigned:

Company X... (company name and address).

Company Y... (company name and address).

Whereas:

(Summarise the facts giving rise to the dispute and in a very precise manner the very object of the dispute. If the parties cannot agree on a joint statement, then each party will have to present its own version of the dispute).

Consequently, the parties have agreed by this arbitration agreement to submit this dispute to the INTERNATIONAL ARBITRATION CHAMBER OF PARIS (6, avenue Pierre 1er de Serbie - 75116 Paris, tel. 01 42 36 99 65), which will intervene in accordance with its Arbitration Rules, which the parties declare to know and accept.

The arbitrators will have to resolve the following points:

(clearly specify the mission of the arbitrators)

On the request of company X...

On the request of company Y...

The parties appoint (possibly) the following arbitrators:

For Company X: Mr

For Company Y: Mr

Signed in triplicate

in Paris on

[signature of each party]



INTERNATIONAL ARBITRATION CHAMBER OF PARIS

6, avenue Pierre 1^{er} de Serbie – 75116 Paris

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