



Association of Consulting Engineers of Serbia - ACES

Construction Dispute Resolution Centre

CDRC ARBITRATION RULES

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***Association of Consulting Engineers of Serbia –
ACES***

Construction Dispute Resolution Centre

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CONTENTS

INTRODUCTORY NOTES	6
PART A	7
GENERAL PRINCIPLES	7
Article 1 Scope of Application	7
Article 2 Definitions	7
Article 3 Communication and Time Limits	8
Article 4 Request for Arbitration.....	9
Article 5 Answer to Request for Arbitration; Counterclaims	10
PART B	12
COMPOSITION OF THE ARBITRAL TRIBUNAL	12
Article 6 General Provisions	12
Article 7 Number of Arbitrators	13
Article 8 Appointment of Sole Arbitrator	13
Article 9 Appointment of Three Arbitrators	13
Article 10 Appointment and Confirmation of Arbitrators	14
Article 11 Challenge of Arbitrators.....	14
Article 12 Replacement of an Arbitrator	15
PART C	15
MULTIPLE PARTIES, CONTRACTS AND CONSOLIDATION	15
Article 13 Joinder	16
Article 14 Multiple Contracts.....	17
Article 15 Consolidation of Arbitrations	17
PART D	17
ARBITRAL PROCEEDINGS	17
Article 16 General Provisions	17
Article 17 Representation and Assistance	18
Article 18 Place of Arbitration.....	19
Article 19 Rules Governing the Proceedings	19

Article 20 Language	19
Article 21 Applicable Rules of Law.....	20
Article 22 Transmission of the File to the Arbitral Tribunal	20
Article 23 Conduct of the Arbitration	20
Article 24 Statement of Claim	21
Article 25 Statement of Defence	22
Article 26 Pleas as to the jurisdiction of the arbitral tribunal	22
Article 27 Further Written Statements.....	23
Article 28 Interim Measures	23
Article 29 Emergency Arbitrator	24
Article 30 Expedited Procedures	25
Article 31 Evidence	25
Article 32 Tribunal-appointed expert.....	26
Article 33 Hearings.....	26
Article 34 Closure of Proceedings.....	26
PART E	27
AWARDS	27
Article 35 Making of the Award	27
Article 36 Settlement.....	27
Article 37 Termination	28
Article 38 Approval of the Award by the CDRC.....	28
Article 39 Notification, Deposit and Enforceability of the Award	28
Article 40 Correction and Interpretation of the Award and Additional Award	29
PART F	30
COSTS.....	30
Article 41 Advance to Cover the Costs of the Arbitration.....	30
Article 42 Decision as to the Costs of the Arbitration	31
PART G.....	32
MISCELLANEOUS	32
Article 43 Modified Time Limits	32
Article 44 Waiver	32
Article 45 Limitation of Liability	32
SCHEDULE NO. 1:.....	33

Schedule for the Arbitration Costs	33
SCHEDULE NO. 2:	37
Model Arbitration Clauses	37
SCHEDULE NO. 3:	38
Emergency Arbitrator Rules	38
Article 2 Appointment of the Emergency Arbitrator	39
Article 3 Transmission of the File	39
Article 4 Challenge of an Emergency Arbitrator	40
Article 5 Place of the Emergency Arbitrator Proceedings	40
Article 6 Arbitral Proceedings	40
Article 7 Order	41
Article 8 Costs of the Emergency Arbitrator Proceedings	42
SCHEDULE NO. 4:	43
Expedited Procedure Rules	43
Article 1 Application of the Expedited Procedure Rules	43
Article 2 Arbitral Tribunal	43
Article 3 Arbitral Proceedings	43
Article 4 Award	44
Article 5 Costs	44

INTRODUCTORY NOTES

1. The following Arbitration Rules (hereinafter the "**Rules**") are rendered by the Construction Dispute Resolution Centre (hereinafter the "**CDRC**"), which is a separate administrative body of the Association of Consulting Engineers of Serbia (hereinafter the "**ACES**").
2. The Rules provide for the resolution of domestic and international disputes by arbitration when the parties agreed on their application.
3. The CDRC does not itself resolve disputes. The CDRC administers proceedings pursuant to these Rules, and is the only body authorised to administer proceedings under these Rules, including with respect to the scrutiny and approval of awards rendered in accordance with the Rules. The parties may agree to modify any provision of the Rules. Nevertheless, the CDRC may decide not to administer the proceeding under the modified Rules if, in its discretionary opinion, such modification is not compliant with the nature, reasonably performable mechanisms and/or objectives of the Rules.
4. All parties must rely exclusively on their own skill and judgement when making use of this document. Neither the CDRC nor any other contributor assumes any liability to anyone for any loss or damage caused by any error or omission whether such error or omission is the result of negligence or any other cause. Any and all such liability is disclaimed.
5. The Rules are published in English and Serbian languages. The English version of the Rules is the original text.
6. Where the parties have agreed to refer their disputes to CDRC for arbitration or to arbitration in accordance with the CDRC Rules, the parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to and administered by CDRC in accordance with these Rules.
7. These Rules shall come into force on 2 December 2023 and, unless otherwise agreed by the parties, shall apply to any arbitration which is commenced on or after that date.
8. The latest editions of all versions are available online at <https://www.aces.rs/en/cdrc/arbitration/> .

PART A

GENERAL PRINCIPLES

**Article 1
Scope of Application**

- 1.1. Where the parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under these Rules, then the parties shall be taken to have agreed that such disputes shall be settled in accordance with these Rules, subject to such modification as the parties may agree. The parties shall be taken to have referred to the Rules in force on the date of commencement of the arbitration, unless the parties have agreed to submit to a particular version of the Rules.
- 1.2. In case any provision of these Rules is in conflict with a provision of the applicable law from which the parties cannot derogate, that provision of the law shall prevail.

**Article 2
Definitions**

- 2.1. In these Rules:
 - 2.1.1. "**arbitral tribunal**" includes one or three arbitrators;
 - 2.1.2. "**award**" includes, inter alia, an interim, partial, final, or additional award;
 - 2.1.3. "**CDRC Arbitrators List**" means a recommended list of arbitrators prepared by CDR;
 - 2.1.4. "**claim**" or "**claims**" include any claim by any party against any other party;
 - 2.1.5. "**claimant**" includes one or more claimants, "**respondent**" includes one or more respondents, and "**additional party**" includes one or more additional parties;
 - 2.1.6. "**party**" or "**parties**" include claimants, respondents or additional parties;

"**co-arbitrator**" refers to any member of a panel of arbitrators except its presiding arbitrator;

"**third-party**" funding refers to any agreement entered into with a natural or legal person who is not a party to the proceedings or a party representative, to fund or provide any other material support to a party, directly or indirectly financing part or all of the costs of the proceedings either through a donation or a grant, or in exchange for

remuneration or reimbursement that is wholly or partially dependent upon the outcome of the proceedings.

2.2. Unless the context otherwise requires, in these Rules:

a) headings of Rules, parts, clauses, model clauses and schedules are for convenience only and do not affect the interpretation of these Rules;

b) the schedules form an integral part of these Rules;

c) the use of any gender includes the other genders, and the use of a plural includes the use of a singular and *vice versa*.

Article 3
Communication and Time Limits

3.1. All pleadings and other communications submitted by any party, as well as all documents annexed thereto, shall be sent to each party, each arbitrator, and the CDRC by e-mail. Any communication from the arbitral tribunal to the parties shall be sent in the same manner.

3.2. If for any reason, communication and documents annexed thereto are submitted to the CDRC in hard copy, personally or by a courier, they shall be submitted in a sufficient number of copies so as to provide one copy for the CDRC, one copy for each party and one copy for each arbitrator.

3.3. All communication with the CDRC shall be in the language of the proceedings. If the language of the proceedings is neither English nor Serbian, the communication shall be accompanied by an appropriate translation into either English or Serbian.

3.4. All communication from the CDRC and the arbitral tribunal shall be made to the last known e-mail address of the party or its representative for whom the same are intended, in accordance with the notification of the party in question.

3.5. All pleadings and other communication shall be deemed to be made on the day on which the communication in question is sent to the receiving party by the email. In case that documents are submitted to the CDRC in hard copy only, pleadings and communication shall be deemed to be made on the day on which the communication in question is submitted to the courier, or to CDRC if submitted personally.

3.6. Time limits specified in or fixed under the Rules shall start to run on the day following the day of delivery of the

respective communication, in accordance with Article 3.4. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

Article 4
Request for Arbitration

- 4.1.** A party intending to commence arbitration under the Rules shall submit its Request for Arbitration to the CDRC. The CDRC shall notify the claimant and the respondent of the receipt of the Request for Arbitration and of the date of such receipt.
- 4.2.** Arbitral proceedings shall be deemed to commence on the date on which the Request for Arbitration is sent to the CDRC.
- 4.3.** The Request for Arbitration shall contain the following:
- a) the full name, address and contact details of the parties and of any person(s) representing the claimant in the arbitration;
 - b) identification of the arbitration agreement to which it refers;
 - c) identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - d) a brief description of the nature and circumstances of the dispute;
 - e) a statement of the requested relief, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
 - f) any observations or proposals as to the number of arbitrators, language, applicable rules of law and place of arbitration, if the parties have not previously agreed thereon, and any nomination of an arbitrator.
- 4.4.** If the Request of Arbitration is not filed in either English or Serbian, the Request for Arbitration shall be accompanied by an appropriate translation into either English or Serbian.

- 4.5.** The claimant may append to its Request for Arbitration documents it considers relevant or may add a reference to documents or other evidence it intends to submit.
- 4.6.** Together with the Request for Arbitration, the claimant shall:
- a) make the payment of the filing fee required by Schedule No. 1 in force on the date the Request for Arbitration is submitted; and
 - b) submit a sufficient number of copies of the Request for Arbitration for each other party, each arbitrator and the CDRC.
- 4.7.** If the claimant fails to comply with the requirements set under Article 4.6, the CDRC may fix a time limit within which the claimant must comply, otherwise the proceedings shall be terminated, without prejudice to the right of the claimant to file the same claim again.
- 4.8.** The CDRC shall transmit a copy of the Request for Arbitration and the documents annexed thereto to the respondent for its Answer to the Request for Arbitration once the CDRC has received sufficient copies of the Request for Arbitration and the mandatory filing fee.

Article 5
Answer to Request for
Arbitration; Counterclaims

- 5.1.** Within 30 days from receipt of the Request for Arbitration from CDRC, the respondent shall communicate to the CDRC its Answer to the Request for Arbitration.
- 5.2.** The Answer to the Request for Arbitration shall contain the following:
- a) the full name, address and contact details of the respondent and of any person(s) representing the respondent in the arbitration;
 - b) its comments on the nature and circumstances of the dispute;
 - c) its response to the requested relief;
 - d) any observations or proposals as to the number of arbitrators, language, applicable rules of law and place of arbitration, if the parties have not previously agreed thereon, and any nomination of an arbitrator.
- 5.3.** The respondent may append to the Answer to the Request for Arbitration documents it considers relevant or may add

a reference to documents or other evidence it intends to submit.

- 5.4.** The CDRC may grant the respondent an extension of time for submitting the Answer to the Request for Arbitration, provided that the application for such an extension contains the respondent's observations or proposals concerning the number of arbitrators and any nomination of arbitrators.
- 5.5.** The CDRC shall transmit a copy of the Answer to the Request for Arbitration and the documents annexed thereto to the claimant once the CDRC has sufficient copies of the Answer to the Request for Arbitration.
- 5.6.** The respondent shall submit any counterclaims with the Answer to the Request for Arbitration, and shall provide the following:
- a) identification of the arbitration agreement to which it refers;
 - b) identification of any contract or other legal instrument out of or in relation to which the counterclaims arise or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - c) a brief description of the nature and circumstances of the counterclaims;
 - d) a statement of the requested relief, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims.
- 5.7.** The respondent shall submit any set-off claim(s) with the Answer to the Request for Arbitration, provided that such claims are related to the subject matter of the dispute and provided that the arbitral tribunal has jurisdiction to decide on such claims. The respondent shall provide the following:
- a) identification of any contract or other legal instrument out of or in relation to which the set-off claim(s) arise or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - b) a brief description of the nature and circumstances of the set-off claims.
- 5.8.** The respondent may append to the counterclaims and set-off claims documents it considers relevant or may add a

reference to documents or other evidence it intends to submit.

- 5.9.** In case the respondent has communicated counterclaims or set-off claims, the respondent shall pay the amount of arbitration costs in accordance with Schedule No. 1. If the respondent fails to pay the costs within two months from the date on which the respondent was invited to do so, it shall be considered that the counterclaim and/or set-off claims have not been submitted.
- 5.10.** The claimant shall submit a Reply to any counterclaim and set-off claim to the CDRC within 30 days from receipt of the counterclaims or set-off claims delivered by the CDRC. Prior to the transmission of the file to the arbitral tribunal, the CDRC may grant the claimant an extension of time for submitting the Reply.

PART B

COMPOSITION OF THE ARBITRAL TRIBUNAL

Article 6 General Provisions

- 6.1.** Any arbitrator appointed or confirmed in an arbitration under these Rules shall at all times remain impartial and perform its mandate independently from the parties involved in the arbitration.
- 6.2.** Before being appointed or confirmed, a prospective arbitrator shall sign a declaration of acceptance, availability, impartiality and independence and shall disclose in writing to the CDRC any circumstances that may give rise to reasonable doubts of the arbitrator's independence or impartiality in the eyes of the parties. The duty to immediately disclose such circumstances continues to apply throughout the arbitration. The CDRC will provide such information to the parties in writing and fix a time limit for any comments from them.
- 6.3.** The decisions of the CDRC as to the appointment, confirmation, challenge or replacement of an arbitrator shall be final.
- 6.4.** Insofar as the parties have not provided otherwise, the arbitral tribunal shall be constituted in accordance with the provisions of Articles 7 through 10.
- 6.5.** In order to assist prospective arbitrators in complying with their duties under these Rules, each party is required to

promptly notify the CDRC, the arbitral tribunal and the other parties of the existence and identity of any Third party funding arrangement which has entered into for the funding of claims or defences and on the basis of which it has economic interest in the outcome of the arbitration.

Article 7
Number of Arbitrators

- 7.1. If the parties have not previously agreed on the number of arbitrators, and if within 30 days after the receipt by the respondent of the Request for Arbitration the parties have not agreed that there shall be three arbitrators, the CDRC shall, after consultation with the parties, determine whether the dispute will be decided by a sole arbitrator or by three arbitrators, and shall take into consideration the complexity of the case and the amount in dispute.

Article 8
Appointment of Sole Arbitrator

- 8.1. If the sole arbitrator is to be appointed and if the parties have not reached an agreement on the nomination of the sole arbitrator or nominated arbitrator is not confirmed by the CDRC, within 30 days from the date when the claimant's Request for Arbitration has been received by the respondent, or within such additional time as may be allowed by the CDRC, a sole arbitrator shall be appointed by the CDRC.

Article 9
Appointment of Three Arbitrators

- 9.1. If three arbitrators are to be appointed, claimant shall nominate one arbitrator in the Request for Arbitration, while the respondent shall nominate another arbitrator within 30 days as of receipt of the Request for Arbitration.
- 9.2. The two co-arbitrators shall jointly choose the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal. They shall inform the CDRC thereof.
- 9.3. If a party has failed to nominate an arbitrator in accordance with Article 9.1 or if the arbitrator nominated by a party is not confirmed by the CDRC, the other party may request that the arbitrator is appointed by the CDRC from the CDRC Arbitrators List.
- 9.4. If within 30 days after the appointment of the second arbitrator, or within another period agreed by the parties, two co-arbitrators have not agreed on the choice of the

presiding arbitrator or if presiding arbitrator is not confirmed by the CDRC, the presiding arbitrator shall be appointed by the CDRC from the CDRC Arbitrators List.

- 9.5.** Where the parties agreed on three arbitrators and where there are multiple claimants or multiple respondents, the multiple claimants jointly and the multiple respondents jointly shall nominate an arbitrator, unless the parties have agreed to another method of appointment of arbitrators. If multiple claimants or multiple respondents fail to agree on joint nomination of the arbitrator, or if the arbitrator is not confirmed by the CDRC, the respective arbitrator will be appointed by the CDRC from the CDRC Arbitrators List.

**Article 10
Appointment and Confirmation of
Arbitrators**

- 10.1.** When confirming or appointing arbitrators, the CDRC shall consider the potential arbitrator's nationality, residence and other relationships with the countries of which the parties or the other arbitrators are nationals and the potential arbitrator's availability, expertise and ability to conduct the arbitration in accordance with the Rules.
- 10.2.** Co-arbitrators, sole arbitrators and presiding arbitrators may be appointed and confirmed by the CDRC, provided that the statement they have submitted contains no qualification regarding impartiality or independence or that a qualified statement regarding impartiality or independence does not constitute grounds for objections
- 10.3.** In addition to requirement set out in Article 10.2 presiding arbitrator and sole arbitrator must have relevant professional experience, or otherwise their nomination will not be confirmed by the CDRC. Any arbitrator appointed by the CDRC also must have relevant professional experience.

**Article 11
Challenge of Arbitrators**

- 11.1.** Any arbitrator may be challenged if circumstances exist that give rise to a justifiable doubt as to the arbitrator's impartiality or independence.
- 11.2.** A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.
- 11.3.** A party that intends to challenge an arbitrator shall send a notice of challenge within 15 days after it has been notified of the appointment or confirmation of the arbitrator, or

within 15 days after the circumstances mentioned in the Article 11.1 became known to that party.

- 11.4.** The notice of challenge shall be communicated to the CDRC. The notice of challenge shall state the reasons for the challenge. The CDRC shall provide all parties, the challenged arbitrator and other arbitrators an opportunity to comment in writing within an appropriate period of time. Such comments shall be communicated to the parties and to the arbitrators.
- 11.5.** Within the appropriate period of time provided by the CDRC in accordance with Article 11.4, all parties may agree to the challenge of the arbitrator and the challenged arbitrator may also withdraw himself. In neither case does this imply acceptance of the validity of the grounds for the challenge.
- 11.6.** If all parties do not agree to the challenge or the challenged arbitrator does not withdraw within the deadline from Articles 11.4 and 11.5, the CDRC shall render a decision on the challenge within the following 15 days.

Article 12
Replacement of an Arbitrator

- 12.1.** In the event of death, acceptance of the arbitrator's resignation by the CDRC, acceptance of the arbitrator's challenge by the CDRC or at the request of all parties, an arbitrator shall be replaced by a substitute arbitrator. The CDRC may also replace the arbitrator on its own initiative if the arbitrator fails to act in accordance with these Rules.
- 12.2.** In any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in the Rules that was applicable to the appointment of the arbitrator being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment. Once reconstituted, and after having invited the parties to comment, the arbitral tribunal shall determine if and to what extent prior proceedings shall be repeated before the reconstituted arbitral tribunal.

Article 13
Joinder

- 13.1.** The joinder of a third party in an arbitration shall be decided by the CDRC, i.e. by the arbitral tribunal if constituted, upon receipt of the request of a party ("**Joinder Request**"). The date on which the Joinder Request is received by the CDRC shall be deemed to be the date of the commencement of arbitration against the additional party.
- 13.2.** Joinder Request shall contain the following:
- a) the case reference of the existing arbitration;
 - b) the full name, address and contact details of the additional party and of any person(s) representing the additional party in the arbitration;
 - c) identification of the arbitration agreement to which it refers;
 - d) identification of any contract or other legal instrument out of or in relation to which the claims arise or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - e) a brief description of the nature and circumstances of the dispute;
 - f) a statement of the requested relief, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims.
- 13.3.** If the party filing the Joinder Request considers other documents or information appropriate or beneficial for the decision on the Joinder Request, the party may submit these documents or information together with the Joinder Request.
- 13.4.** After constitution of the arbitral tribunal a party may submit a Joinder Request only under the precondition that the additional party agree on the joinder and that it accepts the proceedings in the phase it was at the time of the Joinder Request.
- 13.5.** CDRC, i.e. the arbitral tribunal if constituted, shall decide upon Joinder Request taking into account all circumstances it deems relevant. This may include whether the arbitral tribunal has *prima facie* jurisdiction over the additional party, the timing of the Joinder Request, possible conflicts of interests and the impact of the joinder on the arbitral procedure. Any decision to join an additional party

is without prejudice to the arbitral tribunal's decision as to its jurisdiction with respect to that party.

Article 14
Multiple Contracts

14.1. Provided that the arbitral tribunal has jurisdiction, claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.

Article 15
Consolidation of Arbitrations

15.1. The CDRC shall have the power to, upon a party's request, consolidate two or more arbitral proceedings pending under these Rules into a single arbitration if:

- a) the parties have agreed to consolidation; or
- b) all claims in the arbitrations are made under the same arbitration agreement or agreements; or
- c) the claims in the arbitrations are not made under the same arbitration agreement or agreements, but the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the CDRC finds the arbitration agreements to be compatible.

15.2. In deciding whether to consolidate, the CDRC may take into account any circumstances it considers relevant.

15.3. When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

PART D

ARBITRAL PROCEEDINGS

Article 16
General Provisions

16.1. The arbitral tribunal and the parties shall make every effort to conduct the arbitration in a prompt and cost-effective manner, considering the complexity and value of the dispute.

16.2. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity to present its case. In

exercising its discretion, the arbitral tribunal shall conduct the proceedings in such a way as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.

- 16.3.** In order to ensure effective case management, after consulting the parties, the arbitral tribunal shall adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties.
- 16.4.** Upon the request of any party, the arbitral tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.
- 16.5.** The parties undertake to comply with any order made by the arbitral tribunal.
- 16.6.** An arbitral tribunal may obtain assistance from an arbitral tribunal's secretary. Under no circumstances may an arbitral tribunal delegate its decision-making function to an arbitral tribunal secretary.

Article 17
Representation and Assistance

- 17.1.** Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to the CDRC, to all parties and to the arbitral tribunal. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the CDRC or the arbitral tribunal, on their own initiative or at the request of any party, may at any time require proof of authority granted to the representative in the form determined by the arbitral tribunal.
- 17.2.** Each party must promptly inform the CDRC, the arbitral tribunal and the other parties of any changes in its representation. Following the constitution of the arbitral tribunal and where such alterations or additions in party representation result in a conflict of interest of an arbitrator, the arbitral tribunal may, after giving the parties a reasonable amount of time to comment, exclude a new party representative from participating in the arbitral proceedings.

Article 18
Place of Arbitration

- 18.1.** If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case. The award shall be deemed to have been made at the place of arbitration.
- 18.2.** The arbitral tribunal may meet at any location it considers appropriate for deliberations. Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.

Article 19
Rules Governing the Proceedings

- 19.1.** The proceedings before the arbitral tribunal shall be governed by the Rules and, where the Rules are silent, by any rules agreed upon by the parties, i.e., the arbitral tribunal in the absence of such an agreement between the parties, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.

Article 20
Language

- 20.1.** In the absence of an agreement between the parties, the arbitral tribunal shall, immediately after its appointment, determine the language or languages to be used in the proceedings with due regard to all circumstances, including the language of the contract.
- 20.2.** The arbitral tribunal may order that any documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation of the whole document or excerpts of relevant parts into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

Article 21
Applicable Rules of Law

- 21.1. The parties shall be free to agree on the law to be applied by the arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply the law it determines to be appropriate. Unless the parties have expressly agreed otherwise, any agreement as to a given national law or national legal system shall be construed as a direct reference to that national substantive law and not to the national conflict-of-laws rules.
- 21.2. The arbitral tribunal shall also take into account the provisions of the contract between the parties and of any relevant trade usages.
- 21.3. The arbitral tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have agreed to give it such powers.

Article 22
Transmission of the File to the Arbitral Tribunal

- 22.1. The CDRC shall transmit the file to the arbitral tribunal as soon as it has been constituted, provided the advance on costs requested by the CDRC at this stage has been paid.

Article 23
Conduct of the Arbitration

- 23.1. Within 30 days from receipt of the file from the CDRC, the arbitral tribunal shall draft, in the light of the parties' submissions, a document defining its Terms of Appointment. This document shall include the following particulars:
- a) names in full, addresses and contact details of all parties and of any person(s) representing a party in the arbitration;
 - b) addresses to which notifications and communication arising in the course of the arbitration may be made;
 - c) an overview of the parties' respective claims and of the relief requested by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
 - d) names in full, address and other contact details of each of the arbitrators;
 - e) place of arbitration;
 - f) particulars of the applicable procedural rules and, if that is the case, reference to the power conferred upon the arbitral tribunal to act as *amiable compositeur* or to decide *ex aequo et bono*.

- 23.2.** Within 60 days from the date on which the file has been transmitted to it, the arbitral tribunal shall transmit to the CDRC the Terms of Appointment signed by it and by the parties.
- 23.3.** If any party refuses to take part in drafting Terms of Appointment or signing the same, they shall be submitted to the CDRC for approval. Once the Terms of Appointment have been signed in accordance with this Article or approved by the CDRC, the arbitration shall proceed.
- 23.4.** After the Terms of Appointment have been signed or approved by the CDRC, no party shall make new claims which fall outside the limits of Terms of Appointment unless it has been authorised to do so by the arbitral tribunal, which shall take into account the nature of such new claims, the stage of the arbitration and other relevant circumstances.
- 23.5.** During the drafting of the Terms of Appointment or as soon as possible thereafter, the arbitral tribunal shall hold a procedural conference with the parties to consult the parties on procedural rules that are to be adopted.
- 23.6.** Procedural conferences may be conducted through a meeting in person, via video conference, telephone or similar means of communication. In the absence of an agreement between the parties, the arbitral tribunal shall determine the means by which the conference shall be conducted. The arbitral tribunal may request the parties to submit procedural proposals prior to the conference.
- 23.7.** As soon as possible after the procedural conference, the arbitral tribunal shall establish the procedural timetable that it intends to follow for the efficient conduct of the arbitration. The arbitral tribunal may, at any time, after inviting parties to express their views, extend or shorten any period of time prescribed under these Rules or agreed by the parties. The procedural timetable and any modifications thereto shall be communicated to the CDRC and the parties.

Article 24
Statement of Claim

- 24.1.** The claimant shall deliver its Statement of Claim in writing to the respondent and to each of the arbitrators within a period of time to be determined by the arbitral tribunal.
- 24.2.** The Statement of Claim shall include the following particulars:

- a) names and contact details of the parties;
- b) a statement of the facts supporting the claim;
- c) disputed points;
- d) claim or legal remedy;
- e) legal grounds or arguments supporting the claim.

24.3. A copy of any contract or other legal instrument (if any) out of or in relation to which the dispute arises and the arbitration agreement shall be attached to the Statement of Claim.

24.4. The Statement of Claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant or contain references to them.

Article 25
Statement of Defence

25.1. The respondent shall deliver its Statement of Defence in writing to the claimant and to each of the arbitrators within a period of time to be determined by the arbitral tribunal.

25.2. The Statement of Defence shall reply to the particulars the Statement of Claim as set out in Article 24.2(b) to (e).

25.3. The Statement of Defence should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent or contain references to them.

25.4. The provisions of Article 24 shall apply to a counterclaim, a claim of the respondent against a party to the arbitration agreement other than the claimant, and a set-off claim.

Article 26
Pleas as to the jurisdiction of the arbitral tribunal

26.1. The arbitral tribunal shall have the power to decide on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, the arbitration clause that forms part of the contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is void shall not automatically entail the invalidity of the arbitration clause.

26.2. A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the Answer to the Request for Arbitration or, with respect to a counterclaim or a set-off claim, in the Reply to the counterclaim or to the set-off claim. A party is not precluded from raising such a plea by

the fact that it has nominated or participated in the nomination of an arbitrator. The arbitral tribunal may admit a later plea if it considers the delay justified.

- 26.3.** The arbitral tribunal may decide on a plea referred to in Article 26.2 either as a preliminary question or in an award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

Article 27
Further Written Statements

- 27.1.** The arbitral tribunal shall decide which additional written statements, in addition to the Statement of Claim and the Statement of Defence, shall be required from the parties or may be presented by them and shall determine the time limit for communicating such statements.

Article 28
Interim Measures

- 28.1.** The arbitral tribunal may, at the request of a party, grant interim measures, including security for costs. Any such measure shall take the form of a reasoned order or of a partial award, as the arbitral tribunal considers appropriate.
- 28.2.** An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party to, for example and without limitation:
- a) maintain or restore the status quo pending the determination of the dispute;
 - b) take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself;
 - c) provide means of preserving assets out of which a subsequent award may be satisfied; or
 - d) preserve evidence that may be relevant and material to the resolution of the dispute.
- 28.3.** The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on its own initiative.
- 28.4.** The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.

28.5. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

**Article 29
Emergency Arbitrator**

29.1. A party that needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal may make an application for such measures pursuant to the Emergency Arbitrator Rules under Schedule No. 3. Any such application shall be accepted only if it is received by the CDRC prior to the transmission of the file to the arbitral tribunal and irrespective of whether the party making the application has already submitted its Request for Arbitration.

29.2. The decision of the emergency arbitrator shall take the form of an order. The parties undertake to comply with any order made by the emergency arbitrator.

29.3. The order of the emergency arbitrator shall not bind the arbitral tribunal with respect to any question, issue or dispute determined in the order. The arbitral tribunal may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator.

29.4. The arbitral tribunal shall decide on any party's requests or claims related to the emergency arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or non-compliance with the order.

29.5. These provisions on emergency arbitrators are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority at any time prior to making an application for such measures, and in appropriate circumstances even thereafter, pursuant to the Rules. Any application for such measures made to a competent judicial authority shall not be deemed to be an infringement or a waiver of the arbitration agreement. Any such application and any measures taken by the judicial authority must be notified without delay to the CDRC.

Article 30
Expedited Procedures

- 30.1.** By agreeing to arbitration under the Rules, the parties agree that this Article 30 and the expedited procedure defined in Schedule No. 4 shall take precedence over any conflicting provisions of the arbitration agreement.
- 30.2.** The Expedited Procedure Rules shall apply if:
- a) the amount in dispute does not exceed EUR 2.000.000,00 at the time the CDRC informs the parties that the Expedited Procedure Rules shall apply in their case; or
 - b) the parties so agree; or
 - c) the CDRC, upon the request of a Party before the constitution of the arbitral tribunal or on its own motion, determines that it is appropriate in the circumstances to apply the Expedited Procedure Rules, irrespectively from the amount in dispute.
- 30.3.** The Expedited Procedure Rules shall not apply if the CDRC, upon the request of a party before the constitution of the arbitral tribunal or on its own motion, determines that it is inappropriate in the circumstances to apply the Expedited Procedure Rules.

Article 31
Evidence

- 31.1.** Each party shall have the burden of proving the facts relied on to support its claim or defence.
- 31.2.** Witnesses, including expert witnesses, who are presented by the parties to testify before the arbitral tribunal on any issue of fact or expertise may be any individual. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, shall be presented in writing and signed by them.
- 31.3.** At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine.
- 31.4.** The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Article 32
Tribunal-appointed expert

32.1. The arbitral tribunal, after having consulted the parties, may appoint one or more experts, define their terms of appointment and receive their reports. At the request of a party, the parties shall be given the opportunity to question any such expert at the hearing.

Article 33
Hearings

33.1. A hearing shall be held at the request of either party or, if no request is made, if the arbitral tribunal on its own motion decides to hear the parties. In case of holding a hearing, the arbitral tribunal, giving reasonable notice, shall summon the parties to appear before it on the day and at the place fixed by it. The arbitral tribunal may decide, after consulting the parties, and on the basis of relevant facts and circumstances of the case, that any hearing will be conducted by physical attendance or remotely via videoconference or other appropriate means of communication.

33.2. The arbitral tribunal shall be fully responsible for the hearings, at which all parties shall have the right to be present. Except with the approval of the arbitral tribunal and the parties, persons not involved in the proceedings shall not be permitted to attend.

33.3. The parties may appear in person or through duly authorized representatives. In addition, they may be assisted by advisers.

33.4. If any party, although duly summoned, fails to appear without valid excuse, the arbitral tribunal shall have the power to proceed with the hearing.

Article 34
Closure of Proceedings

34.1. As soon as possible after the last hearing concerning matters to be decided in an award, or after the filing of the last submissions concerning such matters, whichever comes later, the arbitral tribunal shall:

a) declare the proceedings closed with respect to the matters to be decided in the award; and

b) inform the CDRC and the parties of the date on which it expects to submit its draft award to the CDRC for approval pursuant to Article 38.

34.2. After the proceedings are closed, no further submission or argument may be made, or evidence produced, with

respect to the matters to be decided in the award, unless requested or authorised by the arbitral tribunal. The arbitral tribunal may reopen the proceedings at any time.

- 34.3** The award shall be rendered no later than three months after (i) the last oral hearing was held or (ii) the filing of the last written submission, whatever is the later. The CDRC may extend this time limit following a reasoned request from the arbitral tribunal.

PART E

AWARDS

Article 35 Making of the Award

- 35.1.** When the arbitral tribunal consists of three arbitrators, any award of the arbitral tribunal shall be made by a majority of the arbitrators.
- 35.2.** The award shall state the reasons on which it is based, unless otherwise provided by these Rules.
- 35.3.** The award shall be deemed to be made at the place of arbitration and on the date stated therein. The CDRC shall transmit the signed award to the parties in electronic form, followed by hardcopy form.
- 35.4.** The time limit within which the arbitral tribunal must render its final award is 12 months from the date of the adoption of the Terms of Appointment. The CDRC may extend the time limit pursuant to a reasoned request from the arbitral tribunal.

Article 36 Settlement

- 36.1.** If the parties reach a settlement after the file has been transmitted to the arbitral tribunal, the settlement may be recorded in the form of an award made by consent of the parties, if so requested by the parties and if the arbitral tribunal agrees to do so. The arbitral tribunal is not obliged to give reasons for such an award.

**Article 37
Termination**

- 37.1.** If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason or the parties agree on termination of the proceedings, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.
- 37.2.** The CDRC may decide to terminate the arbitral proceedings before the arbitral tribunal has been constituted when:
- a) the claimant withdraws the claim, unless (i) the respondent objects thereto, and (ii) the CDRC finds that the respondent has a legitimate interest in obtaining a final arbitral award in the dispute; or
 - b) the parties agree on the termination of the proceedings; or
 - c) the continuation of the arbitral proceedings has become unnecessary or impossible for any other reason; or
 - d) in other cases provided for in these Rules.

**Article 38
Approval of the Award by the
CDRC**

- 38.1.** Before signing, the arbitral tribunal shall submit in draft form to the CDRC any award or correction, interpretation and additional award. The CDRC may lay down modifications as to the form and, without affecting the arbitral tribunal's liberty of decision, may also draw its attention to substantive issues. No award or correction, interpretation and additional award shall be rendered by the arbitral tribunal until its form has been approved by the CDRC.

**Article 39
Notification, Deposit and
Enforceability of the Award**

- 39.1.** Once an award has been made, the CDRC shall notify the parties of the text signed by the arbitral tribunal, provided that the costs of the arbitration have been fully paid to CDRC by the parties or by one of them.
- 39.2.** An original of each award made in accordance with the Rules shall be deposited with the CDRC.
- 39.3.** The arbitral tribunal and the CDRC shall assist the parties in complying with whatever further formalities may be necessary.

39.4. Every award shall be binding on the parties. By submitting the dispute to arbitration under the 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 insofar as such waiver is legally possible.

Article 40
Correction and Interpretation of
the Award and Additional Award

40.1. Within 30 days after the receipt of the award, a party, with notice to the other parties and the CDRC, may request the arbitral tribunal to correct any error in computation, any clerical or typographical error, or any error or omission of a similar nature in the award. The arbitral tribunal may, within 30 days after the notification of the award, make such corrections on its own initiative. Such corrections shall be in writing and take the form of an addendum and shall constitute an integral part of the award. The provisions of Articles 35, 38 and 39 shall apply *mutatis mutandis*.

40.2. Within 30 days after the receipt of the award, a party, with notice to the other parties and to the CDRC, may request the arbitral tribunal to provide an interpretation of the award. The interpretation shall be submitted in writing. The interpretation shall take the form of an addendum and shall constitute an integral part of the award. The provisions of Articles 35, 38 and 39 shall apply *mutatis mutandis*.

40.3. Within 30 days after the receipt of the award, a party, with notice to the other parties and to the CDRC, may request the arbitral tribunal to make an additional award in relation to the claims presented in the arbitral proceedings, but not decided by the arbitral tribunal. If the arbitral tribunal considers the request for an additional award to be justified, it shall render an additional award. The provisions of Articles 35, 38 and 39 shall apply *mutatis mutandis*.

40.4. After receiving the request pursuant to Articles 40.1 to 40.3, the tribunal shall grant the other party or parties a time limit not exceeding 15 days, from the receipt of the request from that party or parties, to submit any comments thereon.

40.5. The arbitral tribunal shall submit its decision on the request pursuant to Articles 40.1 to 40.3 not later than 45 days from the receipt of the respective request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the additional award pursuant to Article 40.3.

PART F

COSTS

**Article 41
Advance to Cover the Costs of
the Arbitration**

- 41.1.** As soon as practicable, the CDRC shall fix the advance on costs in an amount deemed to be able to cover the fees and expenses of the arbitrators, the CDRC administrative expenses and any other expenses incurred by the CDRC related to the arbitration for the claims which have been referred to it by the parties. The advance on costs fixed by the CDRC pursuant to this Article shall be payable in equal shares by the claimant and the respondent.
- 41.2.** Where counterclaim or set-off claims are submitted by the respondent, the CDRC may fix separate advances on costs for the claims and the counterclaims and/or set-off claims. When the CDRC has fixed separate advances on costs, each of the parties shall pay the advance on costs corresponding to its claims.
- 41.3.** The amount of any advance on costs fixed by the CDRC pursuant to this Article may be subject to readjustment at any time during the arbitration. In all cases, any party shall be free to pay any other party's share of any advance on costs should such other party fail to pay its share.
- 41.4.** When a request for an advance on costs has not been complied with, and after consultation with the arbitral tribunal, the CDRC may direct the arbitral tribunal to suspend its work and set a time limit, which must be not less than 15 days, on the expiry of which the relevant claims and counterclaims and/or set-off claims shall be considered as withdrawn. Should the party in question wish to object to this measure, it must make a request within the aforementioned period for the matter to be decided by the CDRC. Such party shall not be prevented, on the ground of such withdrawal, from reintroducing the same claims at a later date in another proceeding.
- 41.5.** If more than two parties are involved in the arbitration (including as a result of a joinder pursuant to Part C of these Rules), the amount of administrative fees and arbitrators' fees shall increase by 10 percent for each additional party, up to a maximum increase of 50 percent.

Article 42
Decision as to the Costs of the
Arbitration

- 42.1.** The costs of the arbitration shall include the fees and expenses of the arbitrators and the CDRC administrative expenses fixed by the CDRC, in accordance with the Schedule 1 and the scale applicable at the time of the commencement of the arbitration, as well as the fees and expenses of any experts appointed by the arbitral tribunal and the reasonable legal and other costs incurred by the parties for the arbitration.
- 42.2.** The CDRC may fix the fees of the arbitrators at a figure higher or lower than that which would result from the application of the Schedule 1 should this be deemed necessary due to the exceptional circumstances of the case.
- 42.3.** The arbitral tribunal may fix the costs of the arbitration and decide which party shall bear them or in what proportion they shall be borne by the parties, at any time.
- 42.4.** The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is justified, taking into account the circumstances of the case, including the extent to which each party has conducted the arbitration in a prompt and cost-effective manner.
- 42.5.** In the event of the withdrawal of all claims or the termination of the arbitration before a final award is rendered, the CDRC shall fix the fees and expenses of the arbitrators and the CDRC administrative expenses. If the parties have not agreed on the allocation of the costs of the arbitration or other relevant issues with respect to costs, such matters shall be decided by the arbitral tribunal. If the arbitral tribunal has not been constituted at the time of such withdrawal or termination, any party may request the CDRC to proceed with the constitution of the arbitral tribunal in accordance with the Rules so that the arbitral tribunal may make decisions as to costs.

PART G

MISCELLANEOUS

**Article 43
Modified Time Limits**

43.1. The parties may agree to shorten time limits set out in the Rules. Any such agreement concluded after the constitution of an arbitral tribunal shall become effective only upon the approval of the arbitral tribunal.

43.2. The CDRC, on its own initiative, may extend any time limit which has been modified pursuant to Article 43.1 if it decides that it is necessary so as to enable the arbitral tribunal and the CDRC to fulfil their responsibilities in accordance with the Rules.

**Article 44
Waiver**

44.1. A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of the Rules, or to any other rules applicable to the proceedings, any direction given by the arbitral tribunal, or any requirement under the arbitration agreement relating to the constitution of the arbitral tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

**Article 45
Limitation of Liability**

45.1. The arbitrators, any person appointed by the arbitral tribunal, the CDRC, its officers and employees, the President of the CDRC, shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent that such limitation of liability is prohibited by applicable law.

SCHEDULE NO. 1:

Schedule for the Arbitration Costs

**Rule 1
Filing Fee**

- 1.1. Each Request for Arbitration pursuant to these Rules must be accompanied by a filing fee in the amount of EUR 2,000.
- 1.2. The filing fee is non-refundable.
- 1.3. No Request for Arbitration shall be processed without a prior payment of the filing fee.

**Rule 2
Administrative Fees**

- 2.1. The CDRC's fees for the appointment of the arbitrator under these Rules shall be fixed at the amount of EUR 2,000 per arbitrator.
- 2.2. The administrative expenses of the CDRC for the arbitration shall be fixed at the CDRC's discretion depending on the tasks carried out by the CDRC and shall normally not exceed the following:

EUR	5,000	for disputes in the amount	up to and including EUR 100,000
EUR	5,000 + 1.5% of the amount exceeding EUR 100,001	for disputes in the amount	between EUR 100,001 and EUR 1,000,000
EUR	18,500 + 0,1% of the amount exceeding EUR 1,000,001	for disputes in the amount	between EUR 1,000,001 and EUR 10,000,000
EUR	27,500 + 0.03% of the amount exceeding EUR 10,000,001	for disputes in the amount	between EUR 10,000,001 and EUR 50,000,000

EUR	40,000	for disputes in the amount	over EUR 50,000,001
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2.3. The amount in dispute shall encompass both the amount of the claim and the amount of the counterclaim and set-off claim, if any.

2.4. Where the amount in dispute is not stated in the parties' Request for Arbitration and Answer to Request for Arbitration, or the parties clearly undervalued the amount in dispute, the administrative fees shall be fixed by the CDRC at its discretion, considering all the relevant circumstances of the case.

**Rule 3
Early Termination**

3.1. If the proceedings under these Rules terminate before the issuance of the award, the CDRC shall fix the costs of the proceedings, at its discretion, while taking into consideration the stage attained in the proceedings and any other relevant circumstances.

**Rule 4
CDRC's Payment Information**

4.1 All payments must be made in EUR and received net of any banking and/or other processing fees on the following bank account:

SWIFT Code:	<i>[insert]</i>
Bank Name:	<i>[insert]</i>
IBAN:	<i>[insert]</i>
Account Number:	<i>[insert]</i>
Name:	<i>[insert]</i>
Address:	<i>[insert]</i>

4.2 Where the payments in EUR are prohibited by law, the CDRC may apply a different scale and fee arrangement in another currency.

4.3 All CDRC's administrative fees are subject to value added tax (VAT) or charges of a similar nature at the prevailing rate.

**Rule 5
Arbitrators' Fees**

5.1. Unless otherwise agreed by the parties and the arbitrators, the Arbitrator's Fees shall be fixed at the CDRC's discretion depending on the complexity of the case, number of the parties involved and shall normally not exceed the following:

**Annex I - Scale of fees –
the Sole Arbitrator**

Amount in dispute (in Euro)			Minimum (in Euro)	Maximum (in Euro)				
up to	100,000		3,000					5,800
from	100,001	to	200,000	5,800	5,800	(+)	2.80%	of amount over 100,000
from	200,001	to	500,000	8,600	8,600	(+)	2.73%	of amount over 200,000
from	500,001	to	1,000,000	16,800	16,800	(+)	2.26%	of amount over 500,000
from	1,000,001	to	2,000,000	28,100	28,100	(+)	1.04%	of amount over 1,000,000
from	2,000,001	to	5,000,000	38,500	38,500	(+)	0.64%	of amount over 2,000,000
from	5,000,001	to	10,000,000	57,600	57,600	(+)	0.43%	of amount over 5,000,000
from	10,000,001	to	20,000,000	79,000	79,000	(+)	0.20%	of amount over 10,000,000
from	20,000,001	to	30,000,000	98,500	98,500	(+)	0.09%	of amount over 20,000,000
over	30,000,001			107,000	107,000	(+)	0.08%	of amount over 30,000,000

**Annex I - Scale of fees
Panel of three Arbitrators**

Amount in dispute (in Euro)		Minimum (in Euro)		Maximum (in Euro)					
up to	100,000		7,500		14,500				
from	100,001	to	200,000	14,500	14,500	(+)	7.00%	of amount over	100,000
from	200,001	to	500,000	21,500	21,500	(+)	6.83%	of amount over	200,000
from	500,001	to	1,000,000	51,240	51,240	(+)	3.80%	of amount over	500,000
from	1,000,001	to	2,000,000	83,440	83,440	(+)	1.28%	of amount over	1,000,000
from	2,000,001	to	5,000,000	114,240	114,240	(+)	0.99%	of amount over	2,000,000
from	5,000,001	to	10,000,000	169,680	169,680	(+)	0.56%	of amount over	5,000,000
from	10,000,001	to	20,000,000	232,680	232,680	(+)	0.14%	of amount over	10,000,000
from	20,000,001	to	30,000,000	246,250	246,250	(+)	0.21%	of amount over	20,000,000
over	30,000,001			267,500	267,500	(+)	0.17%	of amount over	30,000,000

SCHEDULE NO. 2:

Model Arbitration Clauses

This Schedule No. 2 contains a model arbitration clause that the Parties may use for incorporating the arbitration proceedings under these Rules into their contract.

Parties should use and/or modify this model clause to adapt it to their specific circumstances. The parties shall, in particular, adapt the model clause to the requirements of the governing law of their contract.

CDRC assumes no liability for unenforceability of any of the offered model clauses below.

Model Clause Arbitration		Any dispute or claim arising out of or relating to this Contract, including disputes relating to its validity, breach, termination or nullity, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Construction Dispute Resolution Centre of Association of Consulting Engineers of Serbia.
		The number of arbitrators shall be [●].
		The arbitration shall be held in [●] language.
		The place of arbitration shall be [●].

SCHEDULE NO. 3:

Emergency Arbitrator Rules

**Article 1
Application for Emergency
Measures**

- 1.1.** A party wishing to initiate proceedings before an emergency arbitrator pursuant to Article 29 of the Rules shall submit its application for urgent interim or conservatory measures to the CDRC.
- 1.2.** The application under Article 1.1 of this Schedule shall contain the following information:
- a) name and contact details of parties and of any person(s) representing the applicant;
 - b) a description of the nature and circumstances giving rise to the application as well as the underlying dispute that has been or will be referred to emergency arbitration;
 - c) a statement on requested urgent interim or conservatory measures;
 - d) the reasons why the applicant needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal;
 - e) identification of the arbitration agreement to which it refers;
 - f) identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - g) any Request for Arbitration and any other submissions in connection with the underlying dispute, which have been filed with the CDRC by any of the parties to the emergency arbitrator proceedings prior to the making of the application.
- The application may contain such other documents or information as the applicant considers appropriate or as may contribute to the efficient examination of the application.
- 1.3.** Together with the application, the party shall make payment of the required fees pursuant to Article 8 of this Schedule and submit a sufficient number of copies of the application for each other party, the emergency arbitrator and the CDRC.
- 1.4.** The application shall be made in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.

- 1.5. The CDRC shall terminate the emergency arbitrator proceedings if the applicant fails to submit a Request for Arbitration within 10 days from the CDRC's receipt of the application, unless the emergency arbitrator determines that a longer period of time is necessary.

**Article 2
Appointment of the Emergency
Arbitrator**

- 2.1. Upon receipt of the application under Article 1.1 of this Schedule, the CDRC shall appoint an emergency arbitrator within three days from the receipt of the application.
- 2.2. After the file has been transmitted to the arbitral tribunal pursuant to Article 22 of the Rules, no emergency arbitrator shall be appointed. An emergency arbitrator appointed prior thereto shall retain the power to make an order within the time limit specified in Article 7.4 of this Schedule.
- 2.3. The emergency arbitrator shall be and remain impartial and independent from the parties involved in the dispute.
- 2.4. Before being appointed, a prospective emergency arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The CDRC shall provide a copy of such statement to the parties.
- 2.5. An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the application.

**Article 3
Transmission of the File**

- 3.1. Once the emergency arbitrator has been appointed, the CDRC shall notify the parties and transmit the file to the emergency arbitrator. All communications from the parties shall be submitted directly to the emergency arbitrator with a copy to all other parties and the CDRC. A copy of any written communications from the emergency arbitrator to the parties shall be delivered to the CDRC.

**Article 4
Challenge of an Emergency
Arbitrator**

- 4.1. The emergency arbitrator may be challenged if circumstances exist that give rise to a justifiable doubt as to the arbitrator's impartiality or independence.
- 4.2. A party that intends to challenge the emergency arbitrator shall communicate its notice of challenge to the CDRC within three days after it has been notified of the appointment of the challenged arbitrator, or within 3 days after the circumstances mentioned in the Article 4.1 of this Schedule became known to that party if such date is subsequent to the receipt of appointment notification.
- 4.3. The CDRC shall provide all parties and the challenged arbitrator an opportunity to express their views thereon within an appropriate period of time, after which the CDRC shall render its decision on the challenge.

**Article 5
Place of the Emergency Arbitrator
Proceedings**

- 5.1. If the parties have agreed upon the place of the arbitration, such place shall be the place of the emergency arbitrator proceedings. In the absence of such agreement, the emergency arbitrator shall determine the place of the emergency arbitrator proceedings.
- 5.2. The meetings with the emergency arbitrator shall be conducted pursuant to the Article 18.2 of the Rules.

**Article 6
Arbitral Proceedings**

- 6.1. The emergency arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings as soon as possible, normally within two days from the transmission of the file to the emergency arbitrator pursuant to Article 3 of this Schedule.
- 6.2. The emergency arbitrator may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated equally and that at an appropriate stage of the proceedings each party is given a reasonable opportunity to present its case.
- 6.3. In all matters concerning emergency arbitrator proceedings not expressly provided for in this Schedule, the CDRC and the emergency arbitrator shall act in the spirit of the Rules and this Schedule.

**Article 7
Order**

- 7.1. Pursuant to Article 29.2 of the Rules, the emergency arbitrator's decision shall take the form of an order.
- 7.2. In the order, the emergency arbitrator shall determine whether the application under Article 1.1 of this Schedule is admissible pursuant to Article 29.1 of the Rules and whether the emergency arbitrator has jurisdiction to order urgent interim or conservatory measures.
- 7.3. The order shall state the reasons upon which it is based and be deemed to be made on the date stated therein.
- 7.4. The order shall be made no later than 15 days from the date on which the file was transmitted to the emergency arbitrator pursuant to Article 3 of this Schedule. The CDRC may extend the time limit pursuant to a reasoned request from the emergency arbitrator.
- 7.5. Within the time limit established pursuant to Article 7.4 of this Schedule, the emergency arbitrator shall send the order to the parties, with a copy to the CDRC, by any of the means of communication permitted by Article 3.3 of the Rules.
- 7.6. The order shall cease to be binding on the parties upon:
 - a) the acceptance by the CDRC of a challenge against the emergency arbitrator pursuant to Article 4 of this Schedule; or
 - b) the arbitral tribunal's final award, unless the arbitral tribunal expressly decides otherwise; or
 - c) the withdrawal of all claims or the termination of the arbitration before the rendering of a final award; or
 - d) the CDRC's termination of the emergency arbitrator proceedings pursuant to Article 1.5 of this Schedule.
- 7.7. The emergency arbitrator may make the order subject to such conditions as the emergency arbitrator thinks fit, including a requirement of the provision of appropriate security.
- 7.8. Upon a reasoned request by a party made prior to the transmission of the file to the arbitral tribunal pursuant to Article 22 of the Rules, the emergency arbitrator may modify, terminate or annul the order.

Article 8
Costs of the Emergency Arbitrator
Proceedings

- 8.1.** The applicant must pay an amount of EUR 15,000, consisting of EUR 5,000 for the CDRC administrative expenses and EUR 10,000 for the emergency arbitrator's fees and expenses. Notification of the application under Article 1.1 of this Schedule shall not be sent until the payment of EUR 15,000 is received by the CDRC.
- 8.2.** The emergency arbitrator's fees, or the CDRC administrative fees may be subject to readjustment at any time during the emergency arbitrator proceedings taking into account, *inter alia*, the nature of the case and the nature and amount of work performed by the emergency arbitrator.
- 8.3.** The order shall fix the costs of the emergency arbitrator proceedings and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.
- 8.4.** In the event that the emergency arbitrator proceedings are stayed prior to making the order, the CDRC shall determine the amount to be reimbursed to the applicant, if any. An amount of EUR 5,000 for CDRC administrative expenses is non-refundable in all cases.

SCHEDULE NO. 4:

Expedited Procedure Rules

Article 1

Application of the Expedited Procedure Rules

- 1.1. Insofar as Article 30 of the Rules and this Schedule 4 do not provide otherwise, the Rules shall apply to an arbitration under the Expedited Procedure Rules.
- 1.2. Upon receipt of the Answer to the Request pursuant to Article 5 of the Rules, or upon expiry of the time limit for the Answer, and subject to Article 30.3 of the Rules, the CDRC will inform the parties that the Expedited Procedure Provisions shall apply in their case.
- 1.3. Upon the request of a party or on its own motion, following the consultations with the Parties, the arbitral tribunal may decide that the arbitral proceedings shall not be conducted in accordance with the Expedited Procedure. In such case, the arbitration shall continue to be conducted by the same arbitral tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

Article 2

Arbitral Tribunal

- 2.1. Regardless of any contrary provision of the arbitration agreement, a sole arbitrator will be appointed in the arbitration proceeding under the Expedited Procedure Rules.

Article 3

Arbitral Proceedings

- 3.1. Articles 23.1 to 23.4 of the Rules shall not apply to an arbitration under the Expedited Procedure Rules.
- 3.2. The arbitral tribunal shall hold a procedural conference with the parties to consult on procedural rules that are to be adopted no later than 15 days from the date on which the file was transmitted to the arbitral tribunal.
- 3.3. After the arbitral tribunal has been constituted, no party shall make new claims, unless it has been authorised to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration, any cost implications and any other relevant circumstances.
- 3.4. The arbitral tribunal may, after consulting the parties, decide the dispute solely on the basis of the documents submitted by the parties, with no hearing and no examination of witnesses or experts.

3.5. In all matters concerning the expedited procedure not expressly provided for in this Schedule, the CDRC and the arbitral tribunal shall act in the spirit of the Rules and this Schedule.

**Article 4
Award**

4.1. The time limit within which the arbitral tribunal must render its final award is 4 months from the date of procedural conference. The CDRC may extend the time limit pursuant to a reasoned request from the arbitral tribunal for two months.

**Article 5
Costs**

5.1. The provisions of Schedule 1 shall apply to the Expedited Procedure Rules.

