



**COMMERCIAL ARBITRATION CENTRE
PORTUGUESE CHAMBER OF COMMERCE AND INDUSTRY**

RULES OF ARBITRATION

(1st April 2021)

Chapter I

Initial Provisions

Article 1

Scope of Application

Any dispute, public or private, domestic or international, that under the law may be resolved through arbitration, may be submitted to an arbitral tribunal within the Arbitration Centre of the Portuguese Chamber of Commerce and Industry, also known as the Commercial Arbitration Centre, according to these Rules.

Article 2

Applicable Rules

1. The submission of the dispute to an arbitral tribunal at the Centre must result from the arbitration agreement or subsequent agreement.
2. Reference by the parties to these Rules involves accepting them as an integral part of the arbitration agreement and gives rise to the presumption that the Arbitration Centre is conferred jurisdiction to administrate the arbitration under these Rules.
3. Unless otherwise agreed, the Rules applicable to the arbitration proceedings are the ones in force on the date of commencement of the arbitration proceedings.

Article 3

Form and revocation of arbitration agreement

1. The arbitration agreement must be in writing, unless applicable law provides for another less strict form.



2. The arbitration agreement may be revoked by agreement between the parties, made in the form required for its execution, until the arbitral award is made.

Chapter II

Interim Relief

Article 4

Interim measures and preliminary orders

1. Unless otherwise expressly agreed, acceptance of these Rules involves granting the arbitral tribunal powers to issue interim measures and preliminary orders pursuant to the law.
2. The arbitral tribunal may make interim measures subject to appropriate security being provided by the party in whose favour they are ordered; it must do so in the case of preliminary orders, unless it considers it inappropriate or unnecessary.

Article 5

Emergency Arbitrator

1. Until the arbitral tribunal is constituted, and unless otherwise expressly agreed, any of the parties may request, under the Rules on Emergency Arbitrators included in Appendix I of these Rules, an urgent interim measure or urgent preliminary order by an emergency arbitrator appointed by the Chair of the Centre.
2. Interim measures or preliminary orders are considered to be urgent if they cannot wait for the arbitral tribunal to be constituted.
3. The emergency arbitrator shall decide on the interim measure or the preliminary order by award or another form of decision.
4. The emergency arbitrator retains their powers to decide on the request for interim measures or the application for a preliminary order even if the arbitral tribunal is constituted in the meantime.
5. The emergency arbitrator's powers shall expire on making the decision. If, however, the arbitral tribunal has not been constituted at such time, the emergency arbitrator retains their powers until the arbitral tribunal is constituted.
6. The emergency arbitrator's decision may be freely amended and reversed upon request by any of the parties and is not binding on the arbitral tribunal; until the arbitral



tribunal is constituted, the emergency arbitrator is competent to modify the decision and, afterwards, the arbitral tribunal is competent to do so.

7. The arbitral tribunal shall decide on any dispute relating to the decision issued by the emergency arbitrator, namely in respect of its fulfilment.

8. The emergency arbitrator shall not intervene if the arbitration agreement was entered into before 1 March 2014 or the parties have agreed to exclude the intervention of an emergency arbitrator.

Chapter III

Arbitral Tribunal

Article 6

Number of Arbitrators

1. The arbitral tribunal shall consist of a sole arbitrator or three arbitrators.
2. If the parties have not agreed on the number of arbitrators, the arbitral tribunal shall consist of a sole arbitrator, unless, after consulting the parties, and bearing in mind the characteristics of the dispute and the date on which the arbitration agreement was entered into, the Chair of the Centre decides that the tribunal shall consist of three arbitrators.

Article 7

Composition of the Arbitral Tribunal

1. In the arbitration agreement or subsequent agreement, the parties may appoint the arbitrator or arbitrators or establish the procedure for their appointment.
2. If the arbitral tribunal consists of a sole arbitrator, such arbitrator shall be appointed by the parties; if, after the Answer has been submitted, the parties fail to do so within twenty days of the notification for such purpose by either party, the Chair of the Centre shall make the appointment.
3. If the arbitral tribunal consists of three arbitrators and the parties have failed to agree on its composition or the respective appointment procedure, the Claimant shall nominate one arbitrator in the Request for Arbitration and the Respondent shall nominate an arbitrator in the Answer, and the third arbitrator, who shall preside, shall be chosen by the arbitrators appointed by the parties, within twenty days of acceptance by the last arbitrator to accept the appointment.



4. In all cases in which the arbitrator has not been appointed under the previous paragraphs, the Chair of the Centre shall appoint the arbitrator or arbitrators required.

Article 8

Multiple parties

1. Where there are multiple parties, the Claimants as a group and the Respondents as a group shall each be deemed to constitute a party for the purposes of appointment of arbitrators.
2. When the arbitral tribunal consists of three arbitrators, if the Claimants or Respondents fail to agree on the choice of arbitrator, such appointment shall be made by the Chair of the Centre.
3. In the case referred to in the previous paragraph, if the Claimants or Respondents who failed to agree on the choice of arbitrator have conflicting interests in relation to the substance of the dispute, the Chair of the Centre may, if considered justified to ensure equality between the parties, appoint all the arbitrators and, among them, the presiding arbitrator, and in such case any appointment made meanwhile by one of the parties shall become void.

Article 9

Acceptance of appointment

1. No one may be compelled to act as arbitrator; however, once the appointment is accepted, an arbitrator may only legitimately withdraw from office on the grounds of supervening circumstances, recognised by the Chair of the Centre, which prevent him or her from exercising their duties.
2. Upon acceptance of appointment, arbitrators undertake to exercise their duties under these Rules and to respect the Code of Ethics annexed hereto.
3. The appointment is considered to be accepted when the appointed person signs a statement of acceptance, availability, independence and impartiality, using the model provided by the Arbitration Centre, within twenty days of the notification to do so.
4. An arbitrator who accepts the appointment and subsequently withdraws without justifiable grounds shall be liable for any damages caused.

Article 10

Independence, impartiality and availability of arbitrators

1. Arbitrators shall be and remain independent, impartial and available.



2. Any person who agrees to sit on an arbitral tribunal shall sign the statement provided for in the previous article, in which they shall disclose any circumstances which may, from the parties' perspective, give rise to reasoned doubts as to their independence, impartiality or availability.
3. When the arbitration proceedings are underway, arbitrators shall disclose to the Secretariat, the remaining arbitrators and the parties, without delay, any new circumstance which may, from the parties' perspective, give rise to reasoned doubts as to their independence, impartiality or availability.
4. The disclosure of any circumstances according to the previous paragraphs does not, in itself, constitute a reason to challenge the arbitrator.
5. In order to meet the arbitrators' independence and impartiality requirements, and while the arbitration is pending, the parties shall without delay inform the Secretariat, the arbitrators and the other parties of any agreement to finance the arbitration entered into with third parties with an economic interest in the result of the arbitration.

Article 11

Challenge of arbitrators

1. An arbitrator may only be challenged when there are circumstances that may objectively raise justified doubts as to their independence, impartiality or availability, or if they lack the qualifications agreed by the parties.
2. A party may not challenge an arbitrator they have appointed, unless there is any further event or knowledge giving rise to a reason for such challenge.
3. Arbitrators shall be challenged by written submission to the Chair of the Centre, within fifteen days from the date on which the party challenging the appointment learns of the respective grounds. The other party shall be notified of such challenge, together with the arbitrator concerned and the other arbitrators, any of whom may comment on the matter within ten days. The Chair of the Centre shall decide on the merits of the challenge of the arbitrator within 15 days counted from expiry of the period that the parties or the arbitrators have to comment on the request for challenge.
4. If neither party challenges the arbitrator in relation to the circumstances disclosed by the arbitrator under the previous article (and in any case relating to circumstances that have not been the subject of a challenge), none of those circumstances may be considered as grounds for a later challenge of the arbitrator.
5. The Chair of the Centre may, exceptionally, after consulting the parties and members of the tribunal, officially refuse the appointment of an arbitrator by either party if there is a justified suspicion of a serious or highly relevant fault in independence, impartiality or availability.



Article 12

Replacement of arbitrators

1. If any of the arbitrators turns down the appointment, dies, withdraws, is permanently prevented from performing duties or terminates their duties following a decision taken by the Chair of the Centre under the previous article or if, for any other reason, the appointment is voided, such arbitrator shall be replaced, according to the rules applicable to the original appointment, with the necessary adaptations.
2. Exceptionally, the Chair of the Centre may, after consulting the parties and the arbitral tribunal, replace an arbitrator on their own initiative, if the arbitrator does not perform their duties in accordance with these Rules and the attached Code of Ethics.
3. When an arbitrator is replaced, the arbitral tribunal shall decide, after consulting the parties, if and to what extent prior procedural acts shall be repeated before the reconstituted arbitral tribunal.
4. If, however, the reason for replacement occurs after closure of the proceedings, the award shall be made by the remaining arbitrators, unless they deem this not to be appropriate or if either party expressly objects.

Article 13

Appointment of arbitrators by the Commercial Arbitration Centre; list of arbitrators

1. Whenever the Chair of the Centre is required to appoint the arbitrator or arbitrators, the arbitrators shall be chosen from the names on the list approved by the Centre's Arbitration Board, save when this list does not include persons with the qualifications required by the specific features of the dispute in question.
2. In international arbitrations, the Chair of the Centre shall take into account the possible appropriateness of appointing an arbitrator of a different nationality than that of the parties.
3. In particular, the Chair of the Centre may use randomised methods or request the intervention of the Vice-Chairs for a collective decision on the appointment of an arbitrator or arbitrators.



Chapter IV

Arbitral Proceedings

Article 14

Place of arbitration

1. The parties may freely choose the place of arbitration.
2. In the absence of an agreement between the parties, the place of arbitration shall be decided by the tribunal in accordance with the characteristics of the dispute; in any case, regardless of the place of arbitration, the arbitral tribunal may, on its own initiative or upon request by any of the parties, hold sessions, hearings or meetings, allow performance of any evidentiary act or make any deliberations in any other place, face-to-face or virtually by telephone conference, videoconference or other means of remote communication.
3. The holding of virtual hearings for the production of evidence may only be determined by the arbitral tribunal after consulting the parties and ensuring respect for the principle of due process.

Article 15

Language of arbitration

1. The parties may freely choose the language or languages of arbitration.
2. In the absence of an agreement between the parties, the language or languages of arbitration shall be decided by the Tribunal.

Article 16

Representation of the parties

1. The parties may appoint whoever they wish to represent and assist them.
2. The parties accept that, after the constitution of the arbitral tribunal, any change in the lawyers representing them shall not generate any grounds for doubts about the independence and impartiality of the members of the arbitral tribunal, which may, after consulting the Parties, take the measures it deems appropriate to preserve its composition.
3. The party must immediately inform the Secretariat, the arbitral tribunal and the other parties of any change in the lawyers representing it.



Article 17

Rules of procedure and conduct of the arbitration

1. Without prejudice to the provisions of the following paragraphs, the arbitral tribunal shall conduct the arbitration in such a manner as it considers most appropriate, including by establishing procedural rules that do not conflict with the non-derogable provisions of these Rules.
2. In exercising its powers to conduct the arbitration, the arbitral tribunal, having regard to the circumstances of the case in question, shall promote expediency and efficiency, and give the parties reasonable opportunity to assert their rights, always respecting the principles of equal treatment and the right to be heard.
3. In the arbitration agreement or thereafter, the parties may establish procedural rules provided they do not conflict with the non-derogable provisions of these Rules.
4. Agreement on procedural rules subsequent to the commencement of the arbitral proceedings shall only be effective with the agreement of the Chair of the Centre, prior to constitution of the arbitral tribunal, and with the agreement of the arbitral tribunal, once it has been constituted.

Article 18

Request for Arbitration

1. A party wishing to have recourse to arbitration in accordance with the Rules shall submit its Request for Arbitration to the Secretariat, attaching the arbitration agreement or proposal submitted to the other party for such agreement.
2. In the Request for Arbitration, the Claimant shall:
 - a) Identify the parties, indicating their addresses and, if possible, email addresses;
 - b) Briefly describe the dispute;
 - c) Indicate the claim and value of the relief sought, even if estimated;
 - d) If applicable, appoint the arbitrator that the party has the right to appoint, and give any other details relating the constitution of the arbitral tribunal; and
 - e) State any other circumstances it considers relevant.

Article 19

Notification and Answer

1. Within five days, the Secretariat shall notify the Respondent, sending a copy of the Request for Arbitration and accompanying documents.



2. The Respondent may present its Answer within thirty days, and shall:
 - a) Take a position on the dispute and the claim;
 - b) If applicable, appoint the arbitrator that it is entitled to appoint, or provide any other details relating to the constitution of the arbitral tribunal;
 - c) Indicate any other circumstances it considers relevant.
3. If requested and duly justified by the Respondent, the Chair of the Centre may extend the time limit for submitting the Answer.
4. The Secretariat shall send the Claimant a copy of the Answer and the accompanying documents within five days of receiving them.

Article 20

Claims by the Respondent

1. The Respondent may, in its Answer, make counterclaims against the Claimant provided that the subject matter of the counterclaims is included in the same arbitration agreement or in an arbitration agreement compatible with the arbitration agreement on which the Request for Arbitration is based.
2. The Respondent may also present claims against other respondents provided that:
 - a) The subject matter of such claims is included in the same arbitration agreement; or
 - b) The subject matter of such claims is included in an arbitration agreement compatible with the arbitration agreement on which the Request for Arbitration is based, and the circumstances of the case show that, at the time when the arbitration agreements were concluded, all the parties accepted that the same arbitration proceedings could take place with the presence of all of them.
3. If counterclaims are made in the Answer, the Respondent shall make a brief description of the dispute and indicate the respective value, even if estimated.
4. If the Respondent makes counterclaims, the party against which the claims are made may reply, within thirty days, and the provisions relating to the Respondent's Answer shall apply.
5. In cases where the subject matter of the counterclaims made by the Respondent is not covered by the same arbitration agreement that forms the basis for the Request for Arbitration, the arbitral tribunal may exclude admissibility if it considers that such admission causes undue disruption to the proceedings.



Article 21

Claims of lack of jurisdiction of the arbitral tribunal.

1. If an objection that the tribunal lacks jurisdiction is raised in the Answer, the opposing party may reply within thirty days.
2. If requested and duly justified by the Claimant, the Chair of the Centre may extend the time limit mentioned in the previous paragraph.
3. If an objection that the tribunal lacks jurisdiction is not raised in the Answer, it may still be raised in the pleading submitted after the arbitral tribunal is constituted unless, in light of the content of the Request for Arbitration, it could have been raised in the Answer.
4. The provisions of the previous articles are applicable, with due adaptation, if the Respondent has made counterclaims against the Claimant or other Respondents.

Article 22

Lack of Answer

1. If the Respondent fails to submit any Answer to the Request for Arbitration or the Claimant fails to answer the claims made by the Respondent or if, for any reason, said answers are voided, the arbitration shall proceed.
2. The lack of an Answer to the Request for Arbitration or to the claims made by the Respondent does not exempt the other party from proving the basis of their claim.

Article 23

Change in the positions of the parties

Without prejudice to the applicable procedural rules, once the pleadings phase is completed, the requests and respective grounds may only be changed if the arbitral tribunal authorises such change, taking into account, in particular, the time at which it is made and the damage caused to the counterparty by the change.

Article 24

Third party joinder

1. The following third parties may be allowed to join the arbitral proceedings:
 - a) Those bound by the same arbitration agreement that binds the parties to the proceedings; or
 - b) Those bound by another arbitration agreement compatible with the arbitration agreement on which the Request for Arbitration is based, provided that the



circumstances of the case in question show that, at the time when the arbitration agreements were entered into, all the parties accepted that the same arbitration proceedings could take place with the presence of all of them.

2. If the joinder is requested before the arbitral tribunal is constituted, the Chair of the Centre has the power to decide on its admissibility, after consulting the parties and the third party.
3. If the joinder is requested before the arbitral tribunal is constituted, its constitution is governed by the provisions on multiple parties, and the appointment of the arbitrator by the party linked to the joining third party is voided, such two parties then having a time limit of twenty days to agree on the arbitrator that they are entitled to appoint.
4. The decision by the Chair of the Centre to allow the joinder of third parties under the previous paragraphs shall not be binding on the arbitral tribunal, and its constitution shall remain unaltered, irrespective of the decision made by the arbitral tribunal on the joinder.
5. If the joinder is requested after the arbitral tribunal is constituted, the decision on the admissibility of the joinder shall be made by the tribunal, after consulting the parties and the third party, and the joinder shall only be allowed if the third party declares that they accept the composition of the tribunal.
6. In any case, any spontaneous joinder shall always involve acceptance of the composition of the tribunal at the time.
7. The tribunal may, after hearing the parties, adopt measures that allow oral or written statements by *amici curiae* and third parties.

Article 25

Consolidation of proceedings

1. Any party may apply to the Chair of the Centre for consolidation of pending proceedings in any of the following circumstances:
 - a) If the parties are the same;
 - b) If the requirements for third party joinder are met.
2. The Chair of the Centre, after consulting the parties and the arbitrators already appointed, shall refuse consolidation if it is not appropriate in light of the need to reconstitute the tribunal, the status of the proceedings or any other special reason.
3. If consolidation is ordered, the tribunal already constituted is maintained; if this is not possible, due to multiple parties as a result of consolidation, the tribunal shall be reconstituted in accordance with the applicable rules.



4. Extension of the scope of arbitration as a result of the consolidation shall be a legitimate cause for resignation of arbitrators, who shall tender such resignation within ten days of being notified of such consolidation.

Article 26

Definition or refusal of the constitution of the arbitral tribunal

1. When the Request for Arbitration and any Answers have been submitted, and once any procedural incidents that may have arisen have been decided, the Chair of the Centre shall define the composition of the arbitral tribunal, designating the arbitrator or arbitrators which they are required to appoint, under the arbitration agreement and these Rules, without prejudice to the provisions of the following paragraph.

2. The Chair shall refuse to constitute the arbitral tribunal in the following cases:

- a) Where there is no arbitration agreement or where such agreement is manifestly null and void;
- b) Where there is manifest incompatibility between the arbitration agreement and the non-derogable provisions of these Rules;
- c) When, if there is no arbitration agreement, the Claimant has submitted a proposal for entering into an arbitration agreement that refers to the Rules and the other party, after being notified of the proceedings, fails to present any answer or expressly rejects the arbitration proceedings;
- d) When the parties fail to pay the advance on arbitration costs.

3. The arbitral tribunal shall be deemed constituted upon acceptance by all the arbitrators of their appointment.

Article 27

Powers of the Chair of the Centre

1. In the absence of any specific provision in the Rules, the Chair of the Centre shall decide on any procedural incidents which may arise up to the constitution of the arbitral tribunal, without prejudice to the exclusive jurisdictional powers of the arbitrators.

2. In exercising their powers under the terms of the Rules, the Chair of the Centre may consult any member or members of the Board in the decision-making process, or assemble the Board for this purpose, without the participation of any member in a conflict of interest situation.



Article 28

Decision on the jurisdiction of the arbitral tribunal

1. If the issue of lack of jurisdiction of the tribunal has been raised and the arbitral tribunal considers that the file already contains sufficient evidence, it shall decide, within thirty days from the date of its constitution, on the issue of its jurisdiction.
2. If, however, it considers that there is a need for the parties to produce further evidence or arguments, the arbitral tribunal shall call a preliminary hearing and determine, after consulting the parties, the proceedings and timetable for the decision on the issue of its jurisdiction.

Article 29

Preparatory hearing

1. If the arbitration proceeds, the arbitral tribunal shall summon the parties for a preparatory hearing, to be held within thirty days of the constitution of the arbitral tribunal or of the decision on jurisdiction, if applicable.
2. The preparatory hearing may take place in person, or by telephone conference, videoconference or other means of remote communication, after consulting the parties and ensuring the principle of due process.
3. The arbitral tribunal shall define, at the preparatory hearing or up to thirty days afterwards, having consulted the parties:
 - a) The issues to be decided;
 - b) The provisional procedural timetable, including the date or dates for the hearing;
 - c) The written submissions to be presented, the means of evidence and the rules and time limits for producing them;
 - d) The date until which legal opinions may be submitted;
 - e) The rules applicable to the hearing, including, if considered appropriate, maximum time limits available for producing evidence, respecting the principle of equality of the parties;
 - f) The time limit and form of presenting closing arguments;
 - g) The value of the arbitration, without prejudice to the possibility of subsequent modifications.



Article 30

Early rejection of claims or defences

1. Either party may request that the arbitral tribunal immediately reject any claim by the opposing party, based on any of the following grounds:
 - a) The claim or defence is manifestly without foundation;
 - b) The claim or defence is clearly not covered by the jurisdiction of the arbitral tribunal.
2. The application to be presented under the terms of the previous paragraph must contain the factual and legal grounds on which the request for early rejection is based.
3. After hearing the opposing party, the arbitral tribunal shall decide, within a maximum period of thirty days from the submission of the request referred to in paragraph 1, by means of a reasoned decision which may take the form of an award or otherwise. The period for rendering the decision may be extended by the Chair of the Centre, upon reasoned request of the arbitral tribunal and after hearing the parties.

Article 31

Taking and presentation of evidence

1. The arbitral tribunal shall determine the admissibility, relevance and value of the evidence produced or to be produced.
2. The arbitral tribunal shall establish the facts of the case in the shortest time possible, and may reject requests by the parties that it considers not relevant to the decision or which are manifestly dilatory. The tribunal shall, however, hold a hearing for the production of evidence whenever one of the parties so requests.
3. In particular, on its own initiative or upon request of one or both of the parties, the arbitral tribunal may:
 - a) Hear the parties or third parties;
 - b) Arrange for the submission of documents in possession of the parties or third parties;
 - c) Appoint one or more experts, define their task and receive their depositions or reports;
 - d) Conduct first-hand examinations or inspections.
4. Without prejudice to the rules defined by the arbitral tribunal, the written submissions shall be accompanied by all the documentary evidence of the facts put forward; presentation of new documents shall be admissible only in exceptional cases and following authorisation by the arbitral tribunal.



Article 32

Closing of proceedings

1. Once closing arguments have been made and upon conclusion of any inquiries which may have been ordered, the proceedings are considered closed.
2. On an exceptional basis, the arbitral tribunal may re-open the proceedings, when there are justified grounds and for a specific purpose.

Chapter V

Arbitral Award

Article 33

Time limits for rendering the award and for the arbitration

1. Unless otherwise agreed by the parties, the final award shall be rendered within two months from the closing of the proceedings.
2. The parties may agree to an extension or on a suspension of the time limit for rendering the award.
3. If, after the constitution of the arbitral tribunal, there is any alteration in its composition, the Chair of the Centre may, upon request from the arbitrators, declare that on reconstitution of the tribunal a new period of time commences for the rendering of the final award.
4. The overall time limit for concluding the arbitration is one year, counting from the date on which the arbitral tribunal is considered to have been constituted.
5. The Chair of the Centre, upon justified request by the arbitral tribunal, and after consulting the parties, may extend the time limits established in the previous paragraphs one or more times, unless both parties oppose such extension.

Article 34

Deliberations of the arbitral tribunal

1. When the arbitral tribunal comprises more than one member, any award shall be adopted by a majority of votes, in a deliberation in which all the arbitrators shall take part.
2. If no majority is achieved, the award shall be decided by the presiding arbitrator.



3. Issues relating to orders, procedural issues or any procedural initiative may be decided by the presiding arbitrator alone, if the parties or the other members of the tribunal provide authorisation to do so.

Article 35

Applicable law; equity clauses

1. The arbitral tribunal shall decide in accordance with the applicable law, unless the parties, in the arbitration agreement or other document signed prior to the first arbitrator accepting the appointment, have authorised it to decide *ex aequo et bono*.
2. After the arbitral tribunal has been constituted, authorisation from the parties for the award to be decided *ex aequo et bono* shall require the acceptance of all the arbitrators.

Article 36

International arbitration

1. In international arbitrations, in the absence of any choice of applicable law, the arbitral tribunal shall apply the law of the state with which the subject-matter of the dispute has the closest connection.
2. The provisions of article 35 as regards a decision *ex aequo et bono* apply to international arbitration.

Article 37

Trade usages

In reaching its decision, the tribunal shall take into account the trade usages it deems relevant and appropriate to the case in hand.

Article 38

Settlement

If, during the proceedings, the parties agree on settlement of the dispute, the tribunal shall end proceedings and, if so requested, hand down an award ratifying such settlement, unless the content of the settlement infringes any principle of public policy.

Article 39

Arbitral award

1. The final award of the arbitral tribunal shall be rendered in writing and shall:



- a) Identify the parties;
- b) Refer to the arbitration agreement;
- c) Identify the arbitrators and indicate the form of their appointment;
- d) Mention the subject-matter of the dispute;
- e) Set out the grounds for the award;
- f) State the value of the arbitration and apportionment of the arbitration costs among the parties, including, if applicable, ordering their payment;
- g) Indicate the place of arbitration and the place and date on which the award was rendered;
- h) Be signed by at least the majority of the arbitrators, with an indication as to, if applicable, dissenting votes or explanation of votes, duly identified;
- i) Indicate the arbitrators who could not or were unwilling to sign, as well as, if applicable, the reason for the non-signature.

2. The arbitral tribunal may decide the merits of the case through a single award or as many partial awards as it deems necessary, and the provisions of the previous paragraph shall apply to all.

Article 40

Correction, interpretation and additional awards

1. Once the award has been rendered, the Secretariat shall notify the parties of the same and send them a copy, as soon as any costs resulting from the proceedings have been paid in full.
2. On its own initiative or upon request by any of the parties submitted in the thirty days following notification of the arbitral award, the arbitral tribunal may correct material errors or interpret any obscure or ambiguous point in the award.
2. Upon request by any of the parties submitted in the thirty days following notification of the arbitral award, the arbitral tribunal may, after consulting the parties, make an additional award on parts of the claim or claims presented within the arbitral proceedings that were not decided.
4. The provisions on the arbitral award apply, with due adaptations, to corrections, interpretations of the arbitral award and to additional awards.



Article 41

Public nature of the award

1. Awards will be published, with any elements that allow the identification of the parties removed, unless any of them opposes such publicity.
2. Arbitral awards regarding disputes in which one of the parties is the State or another legal person governed by public law are always published in accordance with the law.

Article 42

No recourse

The arbitral award is not appealable, except on the express agreement of the parties, contained in the arbitration agreement and provided that the matter has not been decided *ex aequo et bono*.

Chapter VI

Miscellaneous Provisions

Article 43

Waiving opposition

If a party, knowing that a provision of the arbitration agreement or the Rules was not respected, does not oppose immediately or within the established time limit, if applicable, it is considered that the right to do so and the right to set aside the arbitral award on those grounds is waived.

Article 44

Agreements on time limits in proceedings

The parties may agree to modify the time limits established in the Rules but, in the event of such agreement being reached after the arbitral tribunal has been constituted, it shall only take effect with the agreement of the arbitrators.

Article 45

Summons, notifications and communications

1. Summons, notifications and communications shall be made by any means which provide proof of receipt, namely by registered letter, delivery against receipt, facsimile, email or any other equivalent electronic method.



2. Until the arbitral tribunal is constituted, if it is not possible to send communications via electronic methods or to present them in digital form, all communications shall be presented to the Secretariat in as many copies as there are participating parties in the arbitral proceedings, plus a copy for each arbitrator and a copy for the Secretariat of the Centre.

3. After the arbitral tribunal is constituted, and without prejudice to the rules established by the arbitral tribunal, all written submissions and accompanying documents, as well as other communications with the tribunal, shall be transmitted by the parties to all members of the arbitral tribunal, to all the parties and to the Secretariat by any of the channels provided for in paragraph 1, and these communications shall be valid notice.

Article 46

Counting of time limits

1. All time limits foreseen in these Rules shall run continuously.
2. Time limits shall commence on the working day following that on which the summons, notifications and communications are deemed to have been received, by any of the means provided for in the preceding article.
3. Time limits that end on a Saturday, Sunday or public holiday shall be transferred to the following working day.
4. The time limit for performing any act that is not provided for in the Rules and is not the result of the will of the parties is ten days, without prejudice to the possibility of extension by the Chair of the Centre or the arbitral tribunal, as applicable.

Article 47

Archives

1. The Secretariat shall keep the originals of arbitral awards for each arbitration submitted to the Centre under these Rules in the Centre's archives, and parties may obtain certified copies of them.
2. The written submissions, documents, communications and correspondence relating to each case shall be destroyed twelve months after the date of notification of the final award, unless any of the parties requests their return, in writing, within such period of time.



Article 48

Limitation of Liability

Except to the extent that limitation of liability is prohibited by the applicable law, the arbitrators, any person appointed by the arbitral tribunal, the emergency arbitrator, the Chair and members of the Arbitration Board of the Centre, as well as their employees and collaborators, cannot be held liable for any acts or omissions related to an arbitration.

Chapter VII

Arbitration costs

Article 49

Charges and costs of arbitration

1. Costs shall be payable for arbitration proceedings.
2. The arbitration charges include the fees and expenses of the arbitrators, the administrative charges of the proceedings and the expenses on the production of evidence borne by the Centre. The arbitration costs comprise the other reasonable costs and expenses that the Parties demonstrate that they have incurred as a result of their participation in the arbitration, including in particular the fees and expenses incurred on the respective representation in the arbitration.
3. It is incumbent upon the arbitral tribunal, unless otherwise provided by the parties, to decide in the award which of the parties shall bear the charges and costs of the arbitration and in which proportion, taking into account all the circumstances of the case, including the result of the proceedings and the procedural behaviour of the parties. In particular, the arbitral tribunal may order that any of the parties reimburses all or part of the charges and/or costs incurred by the other party.

Article 50

Costs of the arbitration and calculation of costs

1. It is the arbitral tribunal's responsibility, after consulting the parties, to define the costs of the arbitration, bearing in mind the corresponding value of the claims made by the parties and any possible requests for interim measures and preliminary orders.
2. If, via the arbitration, a party seeks to obtain any particular amount of money, this is the value of the arbitration; if another type of benefit is sought, the value of the arbitration is the amount of money equivalent to that benefit.



3. Upon request of the interested party, the arbitral tribunal may grant interim measures to guarantee the charges and costs of the arbitration, in the form that it deems most appropriate to the circumstances of the case.
4. It is the Secretariat's responsibility to calculate the costs of the arbitration and the amount of the advances to be paid by the parties, taking into account the costs of the arbitration defined by the arbitral tribunal or, if the tribunal has not yet done so, a provisional estimate of the value of the arbitration.

Article 51

Arbitrators' fees

1. The fees of each arbitrator are established by the Chair of the Arbitration Centre bearing in mind the value of the arbitration, in accordance with Table 1 annexed to the Rules, and the following paragraphs.
2. If the arbitral tribunal is constituted by a sole arbitrator, the fees shall be increased up to a maximum of 50% of the values indicated in the table mentioned in paragraph 1.
3. When the arbitral tribunal comprises three arbitrators, the total fees due to them shall correspond to three times the amount established under paragraph 1, 40% of such total being due to the presiding arbitrator and 30% to each of the other two arbitrators, unless otherwise agreed between the arbitrators.
4. When establishing the fees, after consulting the parties and the arbitral tribunal, the Chair of the Arbitration Centre, considering the circumstances of the case in question and, in particular, the expediency and efficiency of the tribunal in conducting the proceedings, as well as the complexity of the proceedings and the time spent by the arbitrators, may decrease to 60% or increase remuneration by a further 50% of the value resulting from the table mentioned in paragraph 1. In this case, the Secretariat shall request the parties to reinforce the advance paid before the decision is rendered.
5. If the arbitration ends before the final award, the Chair of the Arbitration Centre may, after consulting the parties and the arbitral tribunal and taking into consideration, as well as the aspects referred to in the previous paragraph, the stage at which the arbitral proceedings ended or any other circumstance considered relevant, reduce the fees to 30% of the value resulting from the table mentioned in paragraph 1, if the arbitration ends before the preliminary hearing, and to 50%, if the arbitration ends before the final hearing begins.

Article 52

Arbitrators' expenses

The arbitrators' expenses shall be paid in accordance with the actual cost incurred, duly substantiated.



Article 53

Administrative costs

1. The administrative costs of the arbitral proceedings shall be established by the Chair of the Centre, bearing in mind the value of the arbitration, according to table 2 annexed to the Rules, and the following paragraphs.
2. When establishing the costs, after consulting the parties and the arbitral tribunal, considering the circumstances of the case in question and, in particular, the services provided by the Arbitration Centre, the Chair of the Arbitration Centre may decrease the costs to a minimum of 80%, or increase by a further 20%, of the value resulting from the applicable table.
3. Administrative costs include all the Centre's decisions laid down in the Rules, administrative support, management of the proceedings and use of the hearing rooms in the Centre's headquarters.
4. On submitting the Request for Arbitration, the Claimant shall pay a fixed amount equal to the lowest band in table 2, which shall be credited against payment of the arbitration costs.
5. Payment of the amount referred to in the preceding paragraph is a condition for service on the Respondent and is not re-fundable in the event the arbitration does not, for any reason, proceed.
6. If the arbitration ends before the final award, the Chair of the Centre may reduce the administrative costs, taking into consideration the stage at which the arbitral proceedings ended or any other circumstance considered relevant, under the terms corresponding to the reduction of the arbitrators' fees.

Article 54

Expenses relating to the production of evidence

Expenses relating to the production of evidence shall be determined on a case-by-case basis, in view of the actual costs incurred.

Article 55

Advance on arbitration costs

1. The parties shall pay an advance to guarantee payment of the arbitration costs.
2. Before the arbitral tribunal is constituted, an initial advance shall be paid by each of the parties, of an amount to be determined by the Secretariat, corresponding to no more than 35% of the likely arbitration costs.



3. In the course of the proceedings, the Secretariat shall collect further advances, one or more times, until the total advance covers the likely total arbitration costs.

Article 56

Advances: time limits and penalties

1. Advances shall be paid within ten days of notification for this purpose.
2. In the event of an advance not being paid within the established time limit, the Secretariat may establish a new time limit for payment to be made by the non-complying party and may, if the situation continues, notify the other party of the fact so that, if it sees fit, it may pay the outstanding advance within ten days.
3. If the initial advance is not paid, the arbitration shall not proceed, and the arbitral proceedings shall be deemed to have ended; if it is the Respondent that has failed to pay, the arbitration shall proceed, and the tribunal may decide that the defence is inadmissible.
4. In the event of non-payment of an advance intended to cover the cost of the production of evidence or other inquiry, the tribunal shall not proceed with such measure.
5. Non-payment of any subsequent advance shall cause the arbitral proceedings to be suspended, in the event of non-payment by the Claimant; in the event of such non-payment by the Respondent, the arbitral tribunal may bar the Respondent from taking part in the production of evidence or submitting pleadings.
6. If the suspension of arbitral proceedings mentioned in the preceding paragraph persists for a period of more than thirty days without payment of the unpaid advance, the arbitral tribunal may determine that the arbitral proceedings have ended, releasing the Respondent from the proceedings without prejudice.
7. If the Respondent makes counterclaims, the Secretariat may, upon request by any of the parties, establish separate advances for each claim, and the provisions of the previous paragraphs shall apply with the necessary adaptations.
8. Through a reasoned request from any of the parties, the time limits laid down in this article may be extended by the Secretariat.

Article 57

Assessment of costs

1. When the arbitration costs have been assessed and the parties notified of the same, they may contest the calculations within ten days by notifying the Secretariat.



2. If the Secretariat deems that no changes are required to the assessment of costs, it shall draw up a report, which it shall submit, with the complaint, to the arbitral tribunal.
3. If it is no longer possible for the arbitral tribunal to convene, the matter shall be decided by the Chair of the Centre.

Chapter VIII

Final and Transitional Provisions

Article 58

Entry into force

1. The Rules of arbitration enter into force on 1 April 2021, and apply to arbitrations requested after such date, unless the parties have agreed to apply the rules in force at the date of the arbitration agreement.
2. Application of part or all of these Rules to arbitration proceedings underway at the date on which they enter into force shall require the agreement of the parties and the acceptance of the arbitral tribunal, if already constituted.
3. However, the increase in the ceiling of the scale of fees and charges is only applicable if the submission of the dispute to an arbitral tribunal at the Centre arises from an arbitration agreement executed under the present version of the Rules, except in cases where the Parties have agreed, before submitting the dispute to the Centre, to apply the rules in force on the date of commencement of the arbitration.

Article 59

Application of the Fast Track Arbitration Rules by decision of the Chair

1. The Chair of the Centre shall determine that the Fast Track Arbitration Rules apply to those proceedings having a value equal or inferior to €400,000, except if:
 - a) The parties exclude such application in the arbitration agreement or in a subsequent agreement;
 - b) Both Parties oppose such application, having been notified of it;
 - c) The arbitration agreement was executed before 1 March 2016 and one of the parties opposes said application;
 - d) The arbitration agreement was executed before 1 April 2021, the value of the proceedings exceeds €200,000 and one of the parties opposes said application;
 - e) The circumstances of the case are not appropriate to said application.



2. The Chair of the Centre may also determine that the Fast Track Arbitration Rules apply to those proceedings in which value is greater than €400,000 and when the Chair considers this appropriate, and when none of the parties oppose it.



APPENDIX I

RULES ON EMERGENCY ARBITRATORS

Article 1

Application for Emergency Arbitrator

1. The party that intends to request an emergency arbitrator under the Rules of Arbitration shall present an Application for Emergency Arbitrator to the Secretariat.
2. The Application for Emergency Arbitrator shall include, at least, the following elements:
 - a) The full names of the parties, their addresses and email addresses;
 - b) A brief description of the dispute;
 - c) Description of the required interim measures;
 - d) Description of the reasons for which the requested interim measures are urgent;
 - e) Description of the reasons for which the Applicant believes it holds the right to the protection it requests;
 - f) Description of any relevant contracts and, in particular, of the arbitration agreement;
 - g) Description of any agreement relating to the arbitral proceedings or the applicable rules of law.
3. The Application shall be accompanied by the following documents:
 - a) The arbitration agreement;
 - b) If it has already been presented, the Request for Arbitration and other correspondence relating to the main dispute that has been submitted to the Secretariat by any of the parties prior to presentation of the Application for Emergency Arbitrator;
 - c) The documentary evidence of the facts put forward in the Application for Emergency Arbitrator;
 - d) Proof of payment of the advance for costs relating to the emergency arbitrator.

Article 2

Consideration of the Application for Emergency Arbitrator by the Chair of the Centre

1. The Chair of the Centre shall outright reject the Application for Emergency Arbitrator in the following situations:



- a) Inadmissibility of use of an emergency arbitrator under the Rules of Arbitration;
 - b) Non-payment of the advance for the costs of the proceedings;
 - c) Lack of an arbitration agreement that assigns the Arbitration Centre jurisdiction to administrate it;
 - d) When the arbitration agreement is manifestly null and void or if there is manifest incompatibility of the arbitration agreement with the non-derogable provisions of the Rules of Arbitration.
2. If there is an outright rejection, the Secretariat shall notify the Applicant that the proceedings shall not proceed.
3. If the Application for Emergency Arbitrator is not rejected outright, the Secretariat shall immediately transmit a copy of the application and accompanying documents to the responding party, at the same time notifying the Applicant, unless the issue of a preliminary order has been requested, in which case notification will be made only to the Applicant.

Article 3

Relationship with the arbitral proceedings

1. The Applicant shall present the Request for Arbitration within fifteen days, counted from the presentation of the Application for Emergency Arbitrator, unless this limit is extended for a period of up to thirty days by the emergency arbitrator or, until the Emergency Arbitrator is appointed, by the Chair of the Centre.
2. If the Request for Arbitration is not presented within the time limits referred to in the previous paragraph, the Chair of the Centre deems the emergency arbitrator proceedings to have ended.

Article 4

Emergency Arbitrator

1. The Chair of the Centre shall appoint the emergency arbitrator in the shortest time possible and, in any case, within two days counted from receipt, by the Secretariat, of the Application for Emergency Arbitrator.
2. The Chair of the Centre shall not appoint an emergency arbitrator if the arbitral tribunal has already been constituted.
3. The emergency arbitrator shall have the same status and shall have the same duties and rights as the arbitrators appointed under the Rules of Arbitration.



4. The provisions of the Rules of Arbitration shall apply on matters of challenge of arbitrators; the time limits for presenting a challenge and possible comments from the opposing party and the emergency arbitrator are reduced to three days.
5. The emergency arbitrator cannot act as an arbitrator in any arbitration relating to the dispute underlying the Application for Emergency Arbitrator, unless the parties otherwise agree.
6. Once the emergency arbitrator has been appointed, the Secretariat shall notify the parties and immediately refer the proceedings to the emergency arbitrator, unless a preliminary order has been requested, in which case notification will be made only to the Claimant.

Article 5

Place of the Emergency Arbitrator Proceedings

1. The place of the emergency arbitrator proceedings shall be the same as the place of the arbitration and, in the absence of an agreement between the parties, the Chair of the Centre shall decide on the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of the arbitration by the arbitral tribunal under the Rules of Arbitration.
2. Irrespective of the place of the emergency arbitrator proceedings, the emergency arbitrator may, on their initiative or upon request by any of the parties, hold sessions, hearings and meetings, allow any evidentiary measure or make any deliberations in any other place, in person or virtually by telephone conference, videoconference or other means of remote communication, applying, *mutatis mutandis*, the provisions of paragraph 3 of article 14.

Article 6

Proceedings

1. The emergency arbitrator may conduct the proceedings in such a way as they deem appropriate, taking into account the nature and the special urgency of the proceedings and giving the parties a reasonable opportunity to assert their rights.
2. Within the time limit of two days counting from referral of the proceedings by the Secretariat, or, if a preliminary order has been requested, within the period provided for in the following paragraph, the Emergency Arbitrator shall establish a provisional procedural timetable for the proceedings, which shall include the possibility for the Respondent to present their case on the request presented by the Applicant and the date of the time limit for a decision to be issued.
3. In the event that a preliminary order has been requested, the emergency arbitrator shall rule on the preliminary order within a maximum period of 5 days after the referral



of the proceedings by the Secretariat, after which the Secretariat shall immediately notify the Respondent of the Emergency Arbitrator Application, of the appointment of the emergency arbitrator by the Chair of the Centre, of the preliminary order, if it has been granted, of all other communications, including oral communications between the Claimant and the emergency arbitrator in this regard and also of the provisional procedural calendar provided for in the previous paragraph.

Article 7

Time limit for the decision to be issued

1. Save for the provisions of the following paragraphs, the emergency arbitrator's decision shall be issued within fifteen days, counting from the date on which the proceedings were transmitted to the emergency arbitrator or the date on which the Respondent was notified of the Application for Emergency Arbitration, if later.
2. The Chair of the Centre may, upon reasoned request from the emergency arbitrator or on their own initiative, set a longer time limit.
3. In any case, the parties may agree on a longer time limit.

Article 8

Decision

1. The decision of the emergency arbitrator shall be rendered in writing and shall include:
 - a) The identification of the parties;
 - b) Reference to the arbitration agreement;
 - c) The identification of the emergency arbitrator and of the form of the emergency arbitrator's appointment;
 - d) A brief explanation of the reasons for the decision, including in respect of the admissibility of the Application for Emergency Arbitrator;
 - e) Indication of jurisdiction for deciding on the interim measures or preliminary orders requested;
 - f) The apportionment of the arbitration costs among the parties, including, if applicable, ordering the payment;
 - g) Indication of the place of arbitration and the place and date on which the decision was issued;
 - h) the emergency arbitrator's signature.



2. The emergency arbitrator may make the decision subject to any measures considered to be appropriate, including appropriate security being provided by the Claimant.

Article 9

Effects of the decision

1. The decision made by the emergency arbitrator shall be binding on all parties.
2. The decision made by the emergency arbitrator shall cease to be binding on all parties when:
 - a) The Chair of the Centre terminates the emergency arbitrator proceedings under these Rules;
 - b) The Request for Arbitration is not presented within the time limit established in these Rules;
 - c) A period of one hundred and twenty days has elapsed since the decision and the arbitral tribunal has not been constituted, for reasons not caused by the Respondent;
 - d) A challenge against the emergency arbitrator is upheld;
 - e) The arbitral tribunal renders the final award, unless the arbitral tribunal decides otherwise in said final award;
 - f) For any reason, the arbitration ends before the final award is rendered.

Article 10

Costs

1. Costs shall be payable for the emergency arbitrator proceedings; provisions on the matter in the Rules of Arbitration shall apply with due adaptations, considering the special provisions in the following paragraphs.
2. The emergency arbitrator's fees shall be set by the Chair of the Centre, bearing in mind the circumstances of the case in question, up to 20,000 euros.
3. The administrative costs of the emergency arbitrator proceedings shall be 3,000 euros, which shall not be refundable if the proceedings do not proceed for any reason.
4. To guarantee payment of the costs of the emergency arbitrator proceedings, the Applicant shall pay, when presenting the application, an advance of 23,000 euros.
5. Once the parties have been consulted, the Chair of the Centre, taking into account the circumstances and, in particular, the complexity of the case in question and the time spent by the emergency arbitrator, may increase the amount of the emergency arbitrator's fees and/or the administrative fees up to double the amounts referred to in the previous paragraphs.



6. In the case provided for in the previous paragraph, the Applicant is called upon to increase the advance in the amount necessary to meet all of the costs of the proceedings, under penalty of the proceedings not proceeding and the Chair of the Centre dismissing them.

7. The method for apportioning the costs of the emergency arbitrator proceedings shall be decided by the emergency arbitrator in the final decision, without prejudice to the possibility of modification by the arbitral tribunal.

Article 11

Final provision

For anything not specifically provided for in this appendix, the provisions of the Rules of Arbitration shall apply, with due adaptations, and it shall be the responsibility of the Chair of the Centre to decide on any incidents that arise before appointment of the emergency arbitrator that are not expressly provided for in this appendix.



Administrative charges

TABLE NO. 1					
FEES FOR EACH ARBITRATOR					
Value of dispute (€)			Fees (€)		
Up to 50,000.00			2,600.00		
50,001.00	to	100,000.00	2,600.00 + 3.60%	of the amount in excess of	50,000.00
100,001.00	to	250,000.00	4,400.00 + 2.70%	of the amount in excess of	100,000.00
250,001.00	to	500,000.00	8,300.00 + 1.28%	of the amount in excess of	250,000.00
500,001.00	to	1 000,000.00	11,500.00 + 0.84%	of the amount in excess of	500,000.00
1,000,001.00	to	2 500,000.00	15,700.00 + 0.72%	of the amount in excess of	1,000,000.00
2,500,001.00	to	5 000,000.00	26,500.00 + 0.52%	of the amount in excess of	2,500,000.00
5,000,001.00	to	10,000,000.00	39,500.00 + 0.26%	of the amount in excess of	5,000,000.00
10,000,001.00	to	20,000,000.00	52,500.00 + 0.16%	of the amount in excess of	10,000,000.00
20,000,001.00	to	40,000,000.00	68,500.00 + 0.09%	of the amount in excess of	20,000,000.00
40,000,001.00	to	80,000,000.00	86,500.00 + 0.079%	of the amount in excess of	40,000,000.00
80,000,001.00	to	120,000,000.00	118,100.00 + 0.052%	of the amount in excess of	80,000,000.00
120,000,001.00	to	500,000,000.00	138,900.00 + 0.04%	of the amount in excess of	120,000,000.00
500,000,001.00	to	1,000,000,000.00	290,900.00 + 0.03%	of the amount in excess of	500,000,000.00
		> 1,000,000,000.00	440,900.00		

VAT is added at the statutory rate, when due



TABLE NO. 2					
ADMINISTRATIVE COSTS					
Value of dispute €			Administrative costs €		
Up to 50,000.00			2,600.00		
50,001.00	to	100,000.00	2.600.00 + 2.30%	of the amount in excess of	50,000.00
100,001.00	to	250,000.00	3.750.00 + 2.10%	of the amount in excess of	100,000.00
250,001.00	to	500,000.00	6.900.00 + 0.62%	of the amount in excess of	250,000.00
500,001.00	to	1,000,000.00	8.450.00 + 0.3%	of the amount in excess of	500,000.00
1,000,001.00	to	2,500,000.00	10.000.00 + 0.13%	of the amount in excess of	1,000,000.00
2,500,001.00	to	5,000,000.00	11,950.00 + 0.104%	of the amount in excess of	2,500,000.00
5,000,001.00	to	10,000,000.00	14,550.00 + 0.062%	of the amount in excess of	5,000,000.00
10,000,001.00	to	20,000,000.00	17,650.00 + 0.052%	of the amount in excess of	10,000,000.00
20,000,001.00	to	40,000,000.00	22,850.00 + 0.042%	of the amount in excess of	20,000,000.00
40,000,001.00	to	80,000,000.00	31,250.00 + 0.031%	of the amount in excess of	40,000,000.00
80,000,001.00	to	120,000,000.00	43,650.00 + 0.021%	of the amount in excess of	80,000,000.00
120,000,001.00	to	500,000,000.00	52,050.00 + 0.01%	of the amount in excess of	120,000,000.00
500,000,001.00	to	1,000,000,000.00	90,050.00 + 0.005%	of the amount in excess of	500,000,000.00
		> 1,000,000,000.00	115,050.00		

VAT is added at the statutory rate, when due