CEPANI

ARBITRATION RULES

of CEPANI,
The Belgian Centre
for Arbitration and Mediation

Text in force as from 1 June 2026

Foreword to the CEPANI Arbitration Rules

(effective as of 1 June 2026)

We are proud to present the new CEPANI Arbitration Rules, entering into force on June 1, 2026. This latest revision is guided by one core objective: to ensure that our rules meet the expectations of users who demand a modern, clear, and efficient dispute resolution mechanism. The updates reinforce CEPANI's position as a professional, forward-looking arbitral institution.

The 2026 Rules are streamlined and fully adapted to the digital era. Proceedings can be conducted fully electronically, with provisions on virtual hearings, digital submissions, and the electronic signing of arbitral awards. These changes not only enhance procedural efficiency but also support environmentally responsible practices — by reducing the use of paper and avoiding travel where possible without compromising quality.

The provisions on multiparty proceedings, a frequent source of complexity, have been made significantly clearer under the new rules. The updated provisions offer greater predictability and clarity, benefitting both arbitrators and parties alike.

While efficiency remains our top priority, we have not overlooked the values that underpin modern arbitration. The new rules reflect CEPANI's ongoing commitment to sustainability, diversity, and inclusion. Provisions encouraging the consideration of diverse arbitrator appointments, as well as the use of neutral and inclusive language throughout, align with best practices and evolving global standards.

With this latest revision, CEPANI reaffirms its dedication to offering arbitration services that are not only efficient and reliable but also reflective of the professional and ethical standards expected of today's leading arbitral institutions.

STANDARD ARBITRATION CLAUSE

The parties who wish to refer to the CEPANI Arbitration Rules are advised to insert the following clause in their contracts:

ENGLISH

"Any disputes arising out of or in connection with this agreement shall be finally settled under the CEPANI Arbitration Rules by one or more arbitrators appointed in accordance with the said Rules."

The following provisions may be added to this clause:

"The Arbitral Tribunal shall be composed of (one or three) arbitrators" [1]
"The place of the arbitration shall be (town or city)"
"The arbitration shall be conducted in the (...) language"
"The applicable rules of law are (...)"

The parties that so wish may also provide that the arbitration shall be preceded by a mini-trial or by a mediation.

In the event that the parties involved are not Belgian, within the meaning of Article 1718 of the Belgian Judicial Code, they may also stipulate the following:

"The parties expressly exclude any application for setting aside the Arbitral Award."

FRENCH

"Tous différends découlant du présent contrat ou en relation avec celui-ci seront tranchés définitivement suivant le Règlement d'Arbitrage

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1 Delete as appropriate.

du CEPANI par un ou plusieurs arbitres nommés conformément à ce Règlement."
Cette clause peut être complétée par les dispositions suivantes :

"Le Tribunal Arbitral sera composé (d'un ou de trois) arbitre(s)"[2]
"Le lieu de l'arbitrage sera (ville)"
"La langue de la procédure sera le (...)"
"Les règles de droit applicables sont (...)"

Les parties qui le souhaitent peuvent également prévoir que l'arbitrage doit nécessairement être précédé d'un mini-trial ou d'une tentative de médiation.

S'agissant de parties qui ne sont pas belges au sens de l'article 1718 du Code judiciaire, elles peuvent en outre préciser que :

"Les parties excluent expressément toute action en annulation de la Sentence Arbitrale."

DUTCH

"Alle geschillen die ontstaan uit of met betrekking tot deze overeenkomst, zullen definitief worden beslecht volgens het Arbitragereglement van CEPANI, door één of meer arbiters die conform dit Reglement zijn benoemd."

Dit type beding kan worden aangevuld met de volgende bepalingen:
"Het Scheidsgerecht zal uit (een of drie) arbiters bestaan" [3]
"De plaats van de arbitrage is (stad)"
"De taal van de arbitrage is (...)"
"De toepasselijke rechtsregels zijn (...)"

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2 Biffer la mention inutile.

3 Schrappen wat niet past.

De partijen die dit wensen, kunnen eveneens bepalen dat de arbitrage noodzakelijkerwijs moet worden voorafgegaan door een mini-trial of een poging tot mediatie.

Wanneer het om partijen gaat die niet Belgisch zijn in de zin van artikel 1718 van het Gerechtelijk Wetboek, kunnen zij bovendien preciseren:

"De partijen sluiten uitdrukkelijk iedere vordering tot vernietiging van de Arbitrale Uitspraak uit."

GERMAN

„Alle aus oder in Zusammenhang mit dem gegenwärtigen Vertrag sich ergebenden Streitigkeiten werden nach der Schiedsgerichtsordnung des CEPANI von einem oder mehreren gemäß dieser Ordnung ernannten Schiedsrichtern endgültig entschieden."

Diese Klausel kann noch durch die folgenden Bestimmungen ergänzt werden:

„Das Schiedsgericht besteht aus (einem einzigen oder drei) Schiedsrichter(n)"[4]
„Der Ort des Schiedsverfahrens ist (Stadt)"
„Die Verfahrenssprache ist (...)"
„Die anwendbare Rechtsregeln sind (...)"
Die Parteien können vereinbaren, dass vor Einleitung des Schiedsverfahrens ein Mini-Trial Verfahren oder ein Mediationsversuch durchgeführt werden muss.

Wenn die am Schiedsverfahren beteiligten Parteien nicht ***gemäß*** Artikel 1718 des Gerichtsgesetzbuchs als belgische Partei gelten, können sie auch folgendes vereinbaren:

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4 Nichtzutreffendes streichen.

„Die Parteien schließen ausdrücklich jede Aufhebungsklage gegen den Schiedsspruch aus.“

UNCITRAL ARBITRATION CLAUSE

The Belgian Centre for Arbitration and Mediation (CEPANI) shall act as appointing authority under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), if the parties have so agreed. In such case, it is recommended that the parties stipulate the following model clause in their contracts :

ENGLISH

“Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules.

(a) The appointing authority shall be the Belgian Centre for Arbitration and Mediation (CEPANI)
(b) The number of arbitrators shall be ... [one or three]
(c) The place of arbitration shall be ... [town and country]
(d) The language to be used in the arbitral proceedings shall be ...”

If the parties wish to exclude recourse against the Arbitral Award that may be available under the applicable law, they may add a provision to that effect as suggested below, considering, however, that the effectiveness and conditions of such an exclusion depend on the applicable law.

“Waiver
The parties hereby waive their right to any form of recourse against an Award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.”

FRENCH

"Tout litige, différend ou réclamation né du présent contrat ou se rapportant au présent contrat, ou à son inexécution, à sa résolution ou à sa nullité, est tranché par voie d'arbitrage conformément au Règlement d'arbitrage de la CNUDCI.

(a) L'autorité de nomination est le Centre belge d'arbitrage et de médiation (CEPANI)
(b) Le nombre d'arbitres est fixé à .... (un ou trois)
(c) Le lieu de l'arbitrage est ... (ville et pays)
(d) La langue à utiliser pour la procédure est... "

Si les parties souhaitent exclure les voies de recours que la loi applicable leur offre contre la Sentence Arbitrale, elles peuvent ajouter à cet effet une clause du type proposé ci-dessous, en tenant compte toutefois du fait que l'efficacité et les conditions d'une telle exclusion dépendent de la loi applicable.

"Renonciation
Les parties renoncent par la présente à leur droit à toute forme de recours contre une Sentence devant une juridiction étatique ou une autre autorité compétente, pour autant qu'elles puissent valablement y renoncer en vertu de la loi applicable."

DUTCH

„Elk geschil, dispuut of vordering die ontstaat uit of met betrekking tot deze overeenkomst, de schending, de beëindiging of ongeldigheid ervan, wordt beslecht door middel van arbitrage overeenkomstig het Arbitragereglement van UNCITRAL.

(a) De benoemingsinstantie is het Belgisch Centrum voor Arbitrage en Mediatie (CEPANI)
(b) Het scheidsgerecht bestaat uit [één/drie] arbiter(s)
(c) De plaats van de arbitrage is ... [stad en land]
(d) De taal van de procedure is...“

Indien de partijen iedere mogelijkheid van verhaal tegen de Arbitrale Uitspraak die het toepasselijk recht hen biedt wensen uit te sluiten, kunnen zij een bepaling toevoegen zoals hierna bepaald. Zij dienen er evenwel rekening mee te houden dat de doeltreffendheid en de voorwaarden van dergelijke uitsluiting afhangen van het toepasselijk recht.

„Afstand
De partijen doen hierbij afstand van hun recht op iedere vorm van verhaal tegen een Arbitrale Uitspraak bij een rechtbank of bevoegde autoriteit, voor zover dergelijke afstand geldig gedaan kan worden volgens het toepasselijk recht.“

INTRODUCTORY PROVISIONS

Article 1. – Belgian Centre for Arbitration and Mediation

The Belgian Centre for Arbitration and Mediation ("CEPANI") is an independent body which administers arbitration proceedings in accordance with the CEPANI Arbitration Rules (the "Rules") and its schedules (the "Schedules"). It does not itself resolve disputes and it does not act as an arbitrator.

Article 2. – Definitions

In the Rules:

(i) "Secretariat" means the secretariat of CEPANI.

(ii) "President" means the president of CEPANI.

(iii) "Appointments Committee" means the appointments committee of CEPANI.

(iv) "Challenge Committee" means the challenge committee of CEPANI.

(v) "Arbitral Tribunal" means the arbitrator or arbitrators.

(vi) "Claimant" and "Respondent" means one or more claimants or respondents.

(vii) "Award" means a partial or final arbitral award.

(viii) "days" means calendar days.

(ix) "Arbitral Secretary" has the meaning given in paragraph 1.1 of Schedule IV.

COMMENCEMENT OF THE PROCEEDINGS

Article 3. – Request for arbitration

1. The party wishing to have recourse to arbitration under the Rules shall submit its request for arbitration in accordance with article 8.2 to the Secretariat. The request for arbitration shall include, inter alia, the following information:

a) the name in full, description, address and other contact details of each of the parties;

b) the name in full, description, address and other contact details of any person representing Claimant in the arbitration;

c) a description of the nature and circumstances of the dispute giving rise to the claims;

d) the relief sought, a summary of the grounds for the claims, and the amounts of any quantifiable claims and, to the extent possible, an estimate of the monetary value of any other claims;

e) all relevant information that may assist in determining the number of arbitrators and their choice in accordance with the provisions of article 15 and any nomination of the arbitrator which it has to make according to this provision;

f) any comments as to the place and the language of the arbitration as well as to the applicable rules of law;

g) any proposal by Claimant to submit all or part of the dispute to mediation, as the case may be in accordance with the CEPANI Mediation Rules.

The request should be accompanied by a copy of the arbitration agreement and all other useful documents.

2. Claimant shall attach to the request for arbitration proof of the notification to Respondent of the request and the documents annexed thereto.

3. The date on which the Secretariat receives the request for arbitration, as well as the documents annexed thereto and the payment of the registration costs, such as determined under paragraph 2 of Schedule I, shall be deemed to be the date of commencement of the arbitral proceedings. The Secretariat shall notify the date of commencement of the arbitration to the parties.

Article 4. – Answer to the request for arbitration and counterclaims

1. Within a period of 30 days counting from the notification provided for in article 3.3, Respondent shall send the answer to the request for arbitration in accordance with article 8.2 to the Secretariat. The answer shall include, inter alia, the following information:

a) the name in full, description, address and other contact details of each of the parties;

b) the name in full, description, address and other contact details of any person representing Respondent in the arbitration;

c) Respondent's comments on the nature and circumstances of the dispute that gives rise to the claims;

d) the response to the relief sought;

e) the comments concerning the number of arbitrators and their choice in the light of Claimant's proposals, as well as the nomination of the arbitrator(s) that Respondent has to make;

f) any indications as to the place and the language of the arbitration as well as to the applicable rules of law;

g) Respondent's acceptance or comments on Claimant's proposal to submit all or part of the dispute to mediation as the case may be in accordance with the CEPANI Mediation Rules. In the absence of such a proposal by Claimant, any proposal by Respondent to submit all or part of the dispute to mediation, as the case may be in application of the CEPANI Mediation Rules.

The answer shall be accompanied by all useful documents.

2. Respondent shall attach to the answer proof of the notification within the same time limit of 30 days to Claimant of the answer and the documents annexed thereto.

3. Any counterclaim shall be filed with the answer to the request for arbitration and shall, inter alia, include:

a) a description of the nature and circumstances of the dispute giving rise to the counterclaims;

b) the object of the counterclaims, a summary of the grounds and the amounts of any quantifiable counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims.

   The counterclaims shall be accompanied by all useful documents.

4. Claimant may submit written observations on the counterclaims and its acceptance or comments on Respondent's proposal to submit all or part of the dispute to mediation within a period of 30 days from receipt of the counterclaims.

5. If the parties agree to start a mediation and unless the parties agree otherwise, the arbitral proceedings shall be suspended until the parties or one of them informs the Secretariat that the mediation has ended.

Article 5. – Extension of the time limits for the answer and for observations on the counterclaims

The Secretariat may extend the time limits mentioned in article 4 further to a reasoned request of one of the parties or on its own motion.

Article 6. – *Prima facie* review

1. If Respondent fails to answer within the 30-day period set out in article 4 or disputes the existence of an arbitration agreement under the Rules, the President shall conduct a *prima facie* review of the existence of an arbitration agreement under the Rules. The arbitration shall proceed if and insofar as, *prima facie*, the President considers it possible that there exists an arbitration agreement under the Rules.

2. Where there are more than two parties to the arbitration, the arbitration shall proceed between those of the parties, including any third party within the meaning of article 11, with respect to which the President is *prima facie* satisfied that an arbitration agreement under the Rules that binds them all may exist.

3. In all matters where the President *prima facie* decides that the arbitration shall proceed, the Arbitral Tribunal shall itself rule on its jurisdiction. A decision by the President that the arbitration cannot proceed against a party [or regarding a claim] shall be final.

Article 7. – Effect of the arbitration agreement

1. Where the parties have agreed to resort to arbitration under the Rules, they thereby submit to the Rules, including the Schedules, which are in effect on the date of commencement of the arbitral proceedings as determined in accordance with article 3.3 unless they have expressly agreed to submit to the Rules in effect on the date of their arbitration agreement.

2. If, notwithstanding the *prima facie* determination of an arbitration agreement under the Rules, one of the parties refuses to submit to arbitration, or fails to take part in the arbitration, the arbitration shall nevertheless proceed.

3. If, notwithstanding the *prima facie* determination of an arbitration agreement under the Rules, a party against which a claim has been made does not submit an answer or a party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement or concerning whether all the claims made in the arbitration may be determined together in a single arbitration, the Arbitral Tribunal shall itself rule on its jurisdiction or on whether the claims may be determined together in a single arbitration.

4. The determination by the Arbitral Tribunal that the contract is null and void does not automatically render the arbitration agreement null and void.

Article 8. – Written notifications or communications and time limits

1. The submissions and other written communications presented by the parties, as well as all documentary evidence, shall be sent by each of the parties simultaneously to all the other parties and to each of the arbitrators. The Secretariat shall receive a copy of all the said communications and documentary evidence as well as of the communications of the Arbitral Tribunal to the parties.

2. The request for arbitration, the answer to the request for arbitration, the submissions, the appointment of the arbitrators and all other communications made pursuant to these Rules may be validly made in electronic form or by any other means of written communication. In all circumstances the sender bears the burden of proof of the sending.

3. If a party is represented by counsel, all communications shall be made to the latter.

4. Communications shall be validly made if sent to the last address of the addressee, as notified either by the latter or, as the case may be, by another party.

5. A communication made in accordance with article 8.2 shall be deemed to have been made when it is received, or should have been received, by the party itself, its representative or its counsel.

6. Time periods specified in these Rules, shall start to run on the day following the date a communication is deemed to have been made in accordance with article 8.5. When the day following such date 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 commence on the first following business day. 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.

   A communication dispatched in accordance with article 8.2 prior to, or on the date of, the expiry of the time limit shall be deemed timely made.

7. The Arbitral Tribunal may, after consultation with the parties, decide on rules that deviate from the provisions of this article.

MULTIPLE PARTIES, MULTIPLE CONTRACTS, INTERVENTION AND CONSOLIDATION

Article 9. – Multiple parties

1. An arbitration may take place between more than two parties when they have agreed to have recourse to arbitration under these Rules.

2. Each party may make a claim against any other party, subject to the limitations set out in article 24.8.

Article 10. – Multiple contracts

1. 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. In deciding on whether the claims can be determined in a single arbitration in accordance with article 7.3, the Arbitral Tribunal may take into account any circumstances it considers to be relevant.

2. Within a single arbitration each party may make a claim against any other party, subject to the limitations set out in article 24.8.

Article 11. – Request for intervention – Request for joinder

1. A third party may request to intervene in the proceedings and any party to the proceedings may seek to have a third party joined.

   The intervention or joinder may be allowed when the parties to the proceedings and the third party have all agreed to have recourse to arbitration under the Rules.

2. No intervention or joinder may take place after the Appointments Committee or the President has appointed or confirmed any of the members of the Arbitral Tribunal, unless all the parties, including the third party, have agreed otherwise or as provided in articles 12.3. and 12.4.

3. The request for intervention or joinder shall be addressed to the Secretariat and, if it is already constituted, to the Arbitral Tribunal. The party requesting intervention or joinder shall enclose with its request proof of the notification of the request to the parties to the proceedings, as the case may be, to the third party whose joinder is requested and, if it is already constituted, to the Arbitral Tribunal.

4. The request for intervention or joinder shall inter alia include the following information:

a) the name in full, description, address and other contact details of the party requesting the intervention or joinder, of each of the parties and, in case of a request for joinder, of the third party;

b) the name in full, description, address and other contact details of any person representing the party requesting the intervention or joinder in the arbitration;

c) a description of the nature and circumstances of the dispute giving rise to the request;

d) the relief sought by the request for intervention or joinder, a summary of the grounds for the claims and the amounts of any quantifiable claims and, to the extent possible, an estimate of the monetary value any other claims in the request for intervention or joinder;

e) any comments as to the place and language of the pending arbitration proceedings as well as to the applicable rules of law.

The request for intervention or joinder should be accompanied by a copy of the arbitration agreement that binds the parties and the third party and all other useful documents.

5. The intervening or joined third party may make a claim against any other party, subject to the limitations set out in article 24.8.

Article 12. – Jurisdiction of the Arbitral Tribunal

1. The Arbitral Tribunal shall rule on all disputes as to its own jurisdiction, including those in connection with articles 9 to 11.

2. The decisions of the Appointments Committee or the President as to the appointment or the confirmation of the members of the Arbitral Tribunal shall not preclude the Arbitral Tribunal from deciding that it does not have jurisdiction over a party or a claim, or denying a request for intervention or joinder.

3. Any request for intervention or joinder made after the confirmation of any of the members of the Arbitral Tribunal shall be decided by the Arbitral Tribunal once constituted. In deciding on whether the arbitration shall proceed with the third party, the Arbitral Tribunal may take into account all relevant circumstances including the timing of the request, possible conflict of interests and the impact of the intervention or joinder on the arbitral procedure. Any decision of the Arbitral Tribunal to accept the intervention or joinder is without prejudice as to the Arbitral Tribunal's decision on its jurisdiction.

4. A request for intervention or joinder made after the confirmation or appointment of any of the members of the Arbitral Tribunal shall in any case be subject to the third party accepting the constitution of the Arbitral Tribunal and the Terms of Reference where applicable.

Article 13. – Consolidation

1. The Appointments Committee or the President may order the consolidation of two or more related or indivisible arbitrations pending under these Rules.

   This decision is taken either prior to any other plea at the request of the most diligent party, or at the request of the Arbitral Tribunals jointly or of any one of them .

   In any event no decision is taken without the parties and the Arbitral Tribunal or, as the case may be, the Arbitral Tribunals being invited to present their written observations within the time limit fixed by the Secretariat.

2. The request for consolidation shall be granted if it is presented by all the parties and they have also agreed on the manner in which the consolidation shall occur. If this is not the case, the Appointments Committee or the President may grant the application for consolidation, after having considered, inter alia:

a) whether the parties have not excluded consolidation in the arbitration agreement;
b) whether the claims made in the separate arbitrations have been made pursuant to the same arbitration agreement;
c) where the claims have been made pursuant to more than one arbitration agreement, whether the arbitration agreements are compatible and whether the arbitrations involve the same parties and concern disputes arising from the same legal relationship;
d) where the claims have been made under more than one arbitration agreement, whether the arbitration agreements are compatible and whether the relief sought arises out of the same series of connected legal relationships;
e) the progress made in each of the arbitrations and notably whether one or more arbitrators have been appointed or confirmed in more than one of the arbitrations and, whether, the fact that the persons appointed or confirmed are the same;
f) the place of arbitration provided for in the arbitration agreements.

In its assessment the Appointments Committee or the President shall have regard to article 15.

3. Except if agreed otherwise by the parties with regard to consolidation and the manner in which it shall occur, the Appointments Committee or the President may not order consolidation of arbitrations in which a preliminary decision, a decision on admissibility or as to the merits of a claim has already been rendered.

THE ARBITRAL TRIBUNAL

Article 14. – Impartiality, independence and obligation of the arbitrators to fulfil their task

1. Only those persons who are independent of the parties and of their counsel and who comply with the rules of good conduct set out in Schedule II, may serve as arbitrators in an arbitration under these Rules.

   Once the arbitrator has been appointed or confirmed the arbitrator undertakes to remain independent until the end of his/her task. The arbitrator is impartial and undertakes to remain so and to be available.

2. Prior to the appointment or confirmation, the proposed arbitrator shall sign a statement of acceptance, availability and independence. The proposed arbitrator shall disclose in writing to the Secretariat any circumstances likely to give rise to justifiable doubts as to independence or impartiality. The Secretariat shall provide such information to the parties in writing and fix a time limit for any observations from them.

3. An arbitrator shall immediately disclose in writing to the Secretariat and to the parties any facts or circumstances of a similar nature as those mentioned in article 14.2 which may arise during the arbitration.

4. By accepting the task, the arbitrator undertakes to carry it out until the end thereof in accordance with these Rules.

Article 15. – Appointment and confirmation of arbitrators

1. The Appointments Committee or the President shall appoint or confirm the Arbitral Tribunal in accordance with the following rules. It shall take into account, inter alia, the availability, the qualifications and the ability of the arbitrator(s) to conduct the arbitration in accordance with the Rules, and considerations of diversity and inclusion.

2. Where the parties have agreed to have their dispute resolved by a sole arbitrator, they may nominate the sole arbitrator by mutual consent for confirmation by the Appointments Committee or the President.

   Should the parties fail to agree within one month of the notification of the request for arbitration to Respondent, or within such additional time as may be allowed by the Secretariat, the Appointments Committee or the President shall appoint the sole arbitrator.

   If the Appointments Committee or the President refuses to confirm the nominated arbitrator, the Appointments Committee or the President appoints an arbitrator within one month of the notification of this refusal to the parties.

3. When three arbitrators are foreseen, each party shall nominate its arbitrator in, respectively the request for arbitration and the answer to the request, for the confirmation by the Appointments Committee or the President. Where a party refrains from nominating its arbitrator or if the latter is not confirmed, the Appointments Committee or the President shall appoint the arbitrator.

   The third arbitrator, who will act as chair of the Arbitral Tribunal, shall be appointed by the Appointments Committee or the President, unless the parties have agreed upon another procedure for such appointment, in which case the appointment shall be subject to confirmation by the Appointment Committee or the President. Should such procedure not result in a nomination within the time limit fixed by the parties or the Secretariat, the third arbitrator shall be appointed by the Appointments Committee or the President.

4. Where the parties have not agreed upon the number of arbitrators, the dispute shall be resolved by a sole arbitrator.

However, at the request of a party or on its own motion, the Appointments Committee or the President may decide that the dispute shall be submitted to an Arbitral Tribunal of three arbitrators.

In this case, Claimant shall nominate an arbitrator within a period of fifteen days from the receipt of the notification of the decision of the Appointments Committee or the President and Respondent shall nominate an arbitrator within a period of fifteen days from the receipt of the notification of the nomination made by Claimant.

5. If there are multiple parties and the dispute is referred to three arbitrators, the multiple Claimants, jointly, and the multiple Respondents, jointly, may each nominate one arbitrator for confirmation pursuant to the provisions of the present article.

   In the absence of such a joint nomination and of any other agreement between the parties on a method for the constitution of the Arbitral Tribunal, the Appointments Committee or the President shall appoint each member of the Arbitral Tribunal and shall designate one of them to act as chair.

6. Where the dispute is submitted to three arbitrators and, before the Appointments Committee or the President has appointed or confirmed each of the members of the Arbitral Tribunal, a request for intervention or joinder has been addressed to the Secretariat in accordance with article 11.3, the intervening or joined third party may nominate an arbitrator jointly with Claimant(s) or with Respondent(s). In the absence of such a joint nomination and of any other agreement between the parties on a method for the constitution of the Arbitral Tribunal, the Appointments Committee or the President shall appoint each member of the Arbitral Tribunal and shall designate one of them to act as chair.

Where the dispute is submitted to a sole arbitrator and, before the Appointments Committee or the President has appointed or confirmed the sole arbitrator, a request for intervention or joinder has been addressed to the Secretariat, the Appointments Committee or the President appoints the sole arbitrator taking into account the request for intervention or joinder.

7. In case of an agreement pursuant to article 11.2, the Appointments Committee or the President has the choice to either confirm the appointments and confirmations that have occurred, or to terminate the tasks of the members of the Arbitral Tribunal who were previously appointed or confirmed, and to subsequently appoint the new members of the Arbitral Tribunal and appoint one of them as chair, unless agreed otherwise. In such event the Appointments Committee or the President is free to determine the number of arbitrators and to appoint any person of its choice.

8. If, pursuant to article 13.1, the request for consolidation is granted, the Appointments Committee or the President appoints the sole arbitrator or each of the members of the Arbitral Tribunal and designates one of them as chair.

   The parties can, however, by agreement designate the sole arbitrator or the members of the Arbitral Tribunal for confirmation by the Appointments Committee or the President.

9. The decisions of the Appointments Committee or the President as to the appointment, confirmation or appointment following replacement of an arbitrator shall not be subject to recourse.

Article 16. – Challenge of arbitrators

1. A challenge for reasons of any alleged lack of independence or impartiality or for any other reason, shall be communicated to the

Secretariat in writing and shall contain the facts and circumstances on which it is based.

2. In order to be admissible, the challenge must be communicated by a party either within one month of the receipt by that party of the notification of the arbitrator's appointment or confirmation, or within one month of the date on which that party was informed of the facts and circumstances which it invokes in support of its challenge, if this day occurs after the receipt of the above-mentioned notification.

3. The Secretariat shall invite the arbitrator concerned, the other parties and the members of the Arbitral Tribunal, as the case may be, to present their written observations within a time period fixed by the Secretariat. These observations shall be communicated to the parties and to the arbitrators. The parties and arbitrators may respond to these observations within the time period fixed by the Secretariat.

   The Secretariat then transmits the challenge and the observations received to the Challenge Committee. The Challenge Committee decides on the admissibility and on the merits of the challenge.

4. The decision of the Challenge Committee on the challenge of an arbitrator shall not be subject to recourse. The reasons for the decision shall not be communicated, unless any request to the contrary is made in the challenge or in the written observations of the other parties.

Article 17. – Replacement of arbitrators

1. In the event of an arbitrator's death or accepted challenge, or upon acceptance by the Appointments Committee or the President of the arbitrator's withdrawal, or upon acceptance by the Appointments Committee or the President of a request of all the parties, the arbitrator shall be replaced.

2. An arbitrator shall also be replaced when the Appointments Committee or the President finds that the arbitrator is prevented *de jure* or *de facto* from fulfilling his/her duties or does not fulfil his/her tasks in accordance with the Rules or within the applicable time limits.
   In such event, the Appointments Committee or the President shall decide on the matter after having invited the arbitrator concerned, the parties and any other members of the Arbitral Tribunal, as the case may be, to present their observations in writing to the Secretariat within the time limit fixed by the latter. Such observations shall be communicated to the parties and to the arbitrators.

3. When an arbitrator has to be replaced, the Appointments Committee or the President shall have discretion to decide whether to follow the original appointment process.
   Once reconstituted, and after having invited the parties to present their observations, the Arbitral Tribunal shall determine if, and to what extent, prior proceedings shall be repeated.

THE ARBITRAL PROCEEDINGS

Article 18. – Transmission of the file to the Arbitral Tribunal

The Secretariat shall transmit the file to the Arbitral Tribunal after the latter has been constituted, provided that the advance on arbitration costs set out in article 38 has been fully paid.

Article 19. – Proof of authority

At any time after the introduction of the arbitration, the Arbitral Tribunal or the Secretariat may require proof of authority to act from any representative of any party.

Article 20. – Language of the arbitration

The language or languages of the arbitration shall be determined by mutual agreement between the parties.

Should the parties fail to agree, the language or languages of the arbitration shall be determined by the Arbitral Tribunal, due regard being given to the circumstances of the case, including the language of the contract.

Article 21. – Rules Governing the Proceedings

The proceedings before the Arbitral Tribunal are governed by the Rules and, where the Rules are silent, by any rules which the parties or, failing them, the Arbitral Tribunal may settle on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.

Article 22. – Place of the arbitration

1. The place of the arbitration shall be determined by the Appointments Committee or the President, unless agreed upon by the parties.

2. Unless otherwise agreed by the parties and after having consulted with them, the Arbitral Tribunal may decide to hold its hearings and meetings at any other location that it considers appropriate.

3. The Arbitral Tribunal may deliberate at any place that it considers appropriate.

Article 23. – Terms of reference and procedural timetable

1. Prior to the examination of the file, the Arbitral Tribunal shall, on the basis of documents received and as the case may be in the presence of the parties, on the basis of their latest statements, draw up a document defining its terms of reference. The terms of reference shall, inter alia, contain the following information:

a) the name in full, description, address and other contact details of each of the parties;

b) the addresses of the parties to which notifications or communications arising in the course of the arbitration may be validly made;

c) a description of the circumstances of the case;
d) a statement of the parties' claims with the amounts of any quantifiable claims and counterclaims and, to the extent possible, an indication of the monetary value of any other claims and counterclaims;
e) unless the Arbitral Tribunal deems it to be inappropriate, a determination of the issues that are in dispute;
f) the name in full, description, address and other contact details of each member of the Arbitral Tribunal;
g) the place of the arbitration;
h) any other particulars that the Arbitral Tribunal may deem to be useful.

2. The terms of reference must be signed by the parties and the members of the Arbitral Tribunal. The Arbitral Tribunal shall send these terms of reference to the Secretariat within one month of the transmission of the file to the Arbitral Tribunal. This time limit may be extended pursuant to a reasoned request of the Arbitral Tribunal or on its own motion by the Secretariat.

   If one of the parties does not take part in the drawing up of the terms of reference or does not sign them, the proceedings shall continue after the time limit granted by the Secretariat to the Arbitral Tribunal for the obtaining of the missing signature has expired.

3. As soon as possible the Arbitral Tribunal, after having consulted the parties, shall establish a procedural timetable that it intends to follow for the conduct of the arbitration and shall communicate it to the parties and the Secretariat. Any subsequent modification of the procedural timetable shall be communicated to the parties and the Secretariat.

4. The provisional procedural timetable may be drawn up at any conference with the parties organised by the Arbitral Tribunal, either on its own motion or at the request of any party. The purpose of the

conference shall be to consult with the parties on the procedural measures required in accordance with article 24 as well as on any other measure capable of facilitating either the management of the proceedings or the amicable solution of the dispute, including mediation, as the case may be in accordance with the CEPANI Mediation Rules. The conference may be organised via any means of communication and, preferably, in the presence of the parties.

5. The Arbitral Tribunal shall have the power to decide on an *ex aequo* basis ("amiable composition") only if the parties have authorised it to do so. In such event, the Arbitral Tribunal shall nevertheless abide by these Rules.

Article 24. – Examination of the case

1. In the conduct of the proceedings the Arbitral Tribunal and the parties shall act in a rapid manner and in good faith. In particular, the parties shall abstain from any dilatory act as well as from any other action having the object or effect of delaying the proceedings.

2. The Arbitral Tribunal shall proceed within as short a time as possible to examine the case by all appropriate means. Unless it has been agreed otherwise by the parties, the Arbitral Tribunal shall be free to decide on the rules as to the taking of evidence. It may, *inter alia*, obtain evidence from witnesses and appoint one or more experts of which it will establish the mission.

   All objections which arise during the expertise ordered by the Arbitral Tribunal between the parties or between the parties and the expert(s), including a request to replace or challenge the expert(s) and all objections regarding the expansion or the extension of the mission, will be decided by the Arbitral Tribunal.

3. At the request of the parties, one of them or upon its own motion,

the Arbitral Tribunal, with due observance of a reasonable term, summons the parties to appear before it on the day and at the place that it determines. After consulting with the parties, the Tribunal shall decide whether such hearing shall be held physically, by videoconference, teleconference, any other appropriate means of communication or by a combination of the foregoing methods.

4. The Arbitral Tribunal may decide the case on the basis of documents, unless the parties or one of them requests a hearing.

5. If the parties or one of them, although duly summoned, fails to appear at the hearing, the Arbitral Tribunal shall nevertheless be empowered to proceed, after it has ascertained that the summons was duly received by the non-appearing party or parties and that there is no valid reason for its or their absence.

6. The hearings shall not be public. Save with the approval of the Arbitral Tribunal and the parties, persons not involved in the proceedings shall not be admitted.

7. The parties shall appear in person, through duly authorized representatives and/or counsel.

8. If the parties make new claims, be it a principal claim or a counterclaim, they must do so in writing. The Arbitral Tribunal may refuse to examine such new claims if it considers that they might unreasonably delay the examination of, or the ruling on, the original claims, or that they are beyond the limits of the terms of reference. It may also consider any other relevant circumstances.

9. At any stage of the proceedings, the Arbitral Tribunal may encourage the parties to consider the amicable settlement of all or part of their dispute through negotiation or through recourse to an amicable

dispute resolution process, including mediation, as the case may be in accordance with the CEPANI Mediation Rules.

10. At any time during the proceedings, the Arbitral Tribunal may, at the joint request of the parties or at its own initiative but with the agreement of the parties, order a mediation. In this case, and unless otherwise agreed by the parties, the arbitral proceedings are suspended until the parties or one of them inform the Secretariat that the mediation has ended.

Article 25. – Closing of the proceedings

1. As soon as possible after the last hearing or the filing of the last admissible documents the Arbitral Tribunal shall declare the proceedings closed.

2. If it deems it necessary, the Arbitral Tribunal, at any time prior to the rendering of the Award, may decide, on its own motion or at the request of any party, to reopen the proceedings.

Article 26. – Confidentiality of the arbitration proceedings

Unless the parties agree otherwise, the arbitral proceedings are confidential, including all Awards in the arbitration, together with all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an Award in legal proceedings before a state court or other legal authority.

Article 27. – Emergency arbitrator

1. Except if the parties have agreed otherwise, any party may request urgent interim and conservatory measures which cannot await the constitution of the Arbitral Tribunal. The application is made in the

agreed language or, in the absence thereof, in the language of the arbitration agreement.

2. The applicant for interim and conservatory measures shall send the request to the Secretariat.

3. The application for interim and conservatory measures includes, inter alia, the following information :

a) the name in full, description, address and other contact details of each of the parties;
b) the name in full, description, address and other contact details of any person(s) representing the applicant;
c) a description of the nature and circumstances of the dispute giving rise to the application;
d) a statement of the relief sought;
e) the reasons for which the applicant requests the interim and conservatory measures which may not await the constitution of the Arbitral Tribunal;
f) information as to the place and the language of the arbitration as well as to the applicable rules of law;
g) a copy of the arbitration agreement and other useful documents;
h) proof of the dispatch to Respondent of the application and the documents annexed thereto;
i) proof of the payment of the procedural expenses provided for in article 27.12.

4. The Appointments Committee or the President appoints an emergency arbitrator who shall provisionally decide on the measures urgently requested. The said appointment shall take place in principle within two days of the receipt of the request by the Secretariat. Immediately upon his/her appointment, the emergency arbitrator shall receive the file from the Secretariat. The parties shall be informed and as of such moment shall communicate directly with the emergency arbitrator,

with copy to the other party and to the Secretariat.

5. The emergency arbitrator must be independent and impartial and remain so throughout the proceedings. The emergency arbitrator shall sign a declaration of acceptance, availability and independence.

6. The emergency arbitrator may not be appointed as arbitrator in an arbitration which is related to the dispute at the origin of the request, unless all the parties agree thereto.

7. An emergency arbitrator may be challenged for reasons of any alleged lack of independence or impartiality or for any other reason. The challenge shall be communicated to the Secretariat in writing and shall contain the facts and circumstances on which it is based.

   In order to be admissible, the challenge of the emergency arbitrator must be communicated by a party within three days of the receipt by that party of the notification of the emergency arbitrator's appointment, or within three days of the date on which that party was informed of the facts and circumstances which it invokes in support of its challenge, if this day occurs after the receipt of the above-mentioned notification.

   The Secretariat shall give the emergency arbitrator and the other parties the opportunity to present their written observations within the time period fixed by the Secretariat.

   The Secretariat then transmits the challenge and the observations received to the Challenge Committee. In principle, the Challenge Committee decides on the admissibility and on the merits of the challenge within three days of its receipt of the file. The decision of the Challenge Committee on the challenge of the emergency arbitrator shall not be subject to recourse. The reasons for the decisions shall

not be communicated, unless any request to the contrary is made in the challenge or in the written observations of the other parties.

8. The emergency arbitrator shall draw up a procedural timetable, in principle within three days of his/her receipt of the file. The emergency arbitrator shall transmit to the Secretariat a copy of all its written communications with the parties.

9. The emergency arbitrator organizes the proceedings in the manner which he/she deems to be the most appropriate. In any event, the emergency arbitrator conducts the proceedings in an impartial manner and ensures that each party has sufficient opportunity to present its case.

10. In principle, the emergency arbitrator renders his/her decision at the latest within fifteen days of his/her receipt of the file. This time limit may be extended by decision of the Secretariat pursuant to a reasoned request from the emergency arbitrator or upon its own motion.

    The decision shall be in writing and shall include the reasoning upon which the decision is based. The decision shall be in the form of a reasoned order or, if the emergency arbitrator deems it appropriate, in the form of an Award. The emergency arbitrator also renders a decision on the arbitration costs and the parties' costs. If the decision is in the form of a reasoned order, the emergency arbitrator sends the decision to the parties, with a copy to the Secretariat, via any means of communication authorized by article 8.2. If the decision is in the form of an Award, the emergency arbitrator sends the Award to the Secretariat, following articles 33 and 34.

11. The emergency arbitrator's decision shall not bind the Arbitral Tribunal, which may modify, terminate or annul the decision.

12. The applicant for interim and conservatory measures shall be required to pay a fixed sum to cover the fees of the emergency arbitrator deciding on the provisional measures as well as the administrative expenses. The sum in question is fixed in accordance with paragraph 7 of Schedule I.

The application for interim and conservatory measures is only transmitted to the Appointments Committee or the President when the Secretariat has received the above-mentioned amount.

If the proceedings pursuant to the present article do not take place or if the proceedings are terminated before any decision is rendered the Secretariat determines the amount, if any, to be reimbursed to the applicant.

In any event, the amount covering the administrative expenses fixed in accordance with paragraph 7 of Schedule I is acquired by CEPANI.

Article 28. – Interim and conservatory measures of the Arbitral Tribunal

1. Provided that the advance to cover arbitration costs in accordance with article 38 has been paid, each party may ask the Arbitral Tribunal, as soon as it has been constituted, to order interim and conservatory measures, including the provision of guarantees or security for costs. Any such measure shall take the form of a reasoned order, or, if the Arbitral Tribunal considers it appropriate, an Award.

2. All interim and conservatory measures ordered by the state courts in relation to the dispute must be communicated immediately to the Arbitral Tribunal and to the Secretariat.

Article 29 – Expedited Procedure

1. The expedited procedure shall apply if:

a) the amount in dispute does not exceed the amount of 100.000,00 EUR at the time of the communication referred to in article 4.1; or

b) the parties so agree.

2. The expedited procedure shall not apply if:

a) the parties have agreed to opt out of the expedited procedure ; or

b) the Appointments Committee or the President, 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.

3. Article 23 shall not apply to an expedited procedure.

After the Arbitral Tribunal has been constituted, no party shall make new claims, unless it has been authorized by the Arbitral Tribunal.

The procedural timetable shall, after consultation with the parties, be established no later than fifteen days after the date on which the file was transmitted to the Arbitral Tribunal. The Secretariat may extend this time limit pursuant to a reasoned request from the Arbitral Tribunal or on its own motion.

The Arbitral Tribunal shall have discretion to adopt such procedural measures as it considers appropriate. In particular, the Arbitral Tribunal may, after consultation with the parties, limit the number, length and scope of written submissions and written witness evidence.

The Arbitral Tribunal may, after consulting the parties, decide the dispute solely on the basis of the documents submitted by the parties, without a hearing.

4. The Arbitral Tribunal shall render the final Award within four months from the date of the establishment of the procedural timetable. This time limit may be extended by decision of the Secretariat pursuant to a reasoned request from the Arbitral Tribunal or upon its own motion.

THE ARBITRAL AWARD

Article 30. – Time limit for the rendering of the Arbitral Award

1. The Arbitral Tribunal shall render the final Award within six months, starting from the date of the signature of the terms of reference by all the parties or, should the terms of reference not be signed by all the parties and the Arbitral Tribunal, from the day after the time limit granted by the Secretariat to the Arbitral Tribunal for the obtaining of the missing signature has expired, in accordance with article 23.2 second subparagraph.

2. This time limit may be extended by the Secretariat pursuant to a reasoned request from the Arbitral Tribunal or upon its own motion.

Article 31. – Making of the Award

1. Where there is more than one arbitrator, the Award shall be made by a majority decision. If no majority can be reached, the chair of the Arbitral Tribunal shall have the deciding vote.

2. The Award shall state the reasons upon which it is based.

3. The Award shall be deemed to be made at the place of the arbitration and on the date stated therein.

4. The Award shall be made in writing. It shall be signed by hand or, in accordance with the following subparagraph, electronically by the Arbitral Tribunal.

If all parties expressly agree, the Arbitral Tribunal may render the Award solely in electronic form by adding a qualified electronic signature as referred to in Article 3(12) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

Article 32. – Award by consent

Should the parties reach a settlement, as the case may be by using an amicable dispute resolution process such as mediation, that ends their dispute after the transmission of the file to the Arbitral Tribunal, the settlement shall 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.

Article 33. – Scrutiny of the Award

Before signing any Award, the Arbitral Tribunal shall submit it in draft form to the Secretariat. The Secretariat may, without affecting the Arbitral Tribunal's liberty of decision, suggest modifications as to the form of the Award.

Article 34. – Communication of the Award to the parties

1. Provided that the arbitration costs have been fully paid, the Secretariat shall communicate to each party, by registered letter or by courier service against receipt, an original copy of the Award signed by the Arbitral Tribunal as well as, by e-mail, a copy of the same. If the parties have expressly agreed to an Award solely in electronic form, the Secretariat shall communicate the Award by email.

2. The date of the sending by registered letter or by courier service against receipt shall be deemed to be the date of communication. When communication is made solely by email in accordance with articles 31.4 second subparagraph and 34.1, the date of sending

by email shall be deemed to be the date of communication.

Article 35. – Final nature and enforceability of the Award

1. The Award is final and is not subject to appeal. The parties undertake to comply with the Award without delay.

2. By submitting their dispute to arbitration under the Rules and except where an explicit waiver is required by law, the parties waive their right to any form of recourse insofar as such a waiver can validly be made.

Article 36. – Correction and interpretation of the Award – Additional Award – Remission of the Award

1. On its own motion, within one month of the communication of the Award to the parties, the Arbitral Tribunal may correct any clerical, computational or typographical error or any errors of a similar nature in the text of the Award.

2. Within one month of the communication of the Award, a party may file with the Secretariat an application for the correction of an error of the kind referred to in article 36.1.

3. Within one month of the communication of the Award a party may file with the Secretariat an application for the interpretation of a specific point or section of an Award.

4. Within one month of the communication of the final Award to the parties, a party may request the Arbitral Tribunal, by filing an application with the Secretariat, with notice to the other parties, to render an additional Award as to any claim or counterclaim presented in the arbitral proceedings but not decided in the final Award or in any previous Award.

5. After receipt of an application referred to in articles 36.2, 36.3 and

36.4, the Arbitral Tribunal shall grant the other parties a short time limit from the date of the application in order to submit any observations.

6. A decision to correct or interpret an Award shall be rendered with one month of receipt of the request and shall take the form of an addendum and shall constitute an integral part of the Award. A decision not to correct or interpret the Award shall take the same form.

7. After consulting the parties within one month from the date of communication of the Award to the parties, the Arbitral Tribunal may, on its own motion, render an additional Award as to any claim or counterclaim presented in the arbitral proceedings on which no decision has been rendered in the final Award or in any previous Award.

8. An additional Award shall be rendered within two months of receipt of the request and shall take the form of an addendum and shall constitute an integral part of the Award.

9. When a state court remits an Award to the Arbitral Tribunal, the provisions of article 36 shall apply *mutatis mutandis* to any decision, any addendum or any other Award rendered in accordance with the decision to remit. CEPANI may take all necessary measures in order to allow the Arbitral Tribunal to comply with the decision to remit and may determine an advance payment for the purposes of recovering all additional arbitration fees and expenses of the Arbitral Tribunal as well as the additional administrative expenses of CEPANI.

10. The time limits mentioned in articles 36.6, 36.7, 36.8 and 36.9 may be extended by decision of the Secretariat pursuant to a reasoned request from the Arbitral Tribunal or upon its own motion.

11. The provisions of articles 31, 33 and 34 shall apply *mutatis mutandis* to any decision, addendum or additional Award made under article 36.

12. If the same arbitrators cannot be reunited, the Arbitral Tribunal will be reconstituted in accordance with article 17.

ARBITRATION COSTS

Article 37. – Nature and amount of the arbitration costs - Parties' costs

1. The arbitration costs include the fees and expenses of the arbitrators, as well as the administrative expenses of CEPANI. They shall be fixed by the Secretariat on the basis of the amount of the principal claims and of any counterclaims, according to the scale of costs for arbitration provided for in Schedule I in effect on the date of the commencement of the arbitration.

2. The parties' costs include *inter alia* the expenses of the parties incurred for their defence, expenses incurred for translation and the expenses relating to the presentation of evidence by experts or witnesses.

3. The Secretariat may fix the arbitration costs at a higher or lower amount than that which would result from the application of the scale of costs for arbitration provided for in Schedule I, should this be deemed necessary under the circumstances.

4. In the absence of a total or partial quantification of the claims, the Secretariat determines, taking into account all available information, the amount in dispute on the basis of which the arbitration costs are calculated.

5. The Secretariat may adjust the amount of the arbitration costs at any time during the proceedings if the circumstances of the case or new claims reveal that the scope of the dispute is greater than originally considered.

Article 38. – Advance on arbitration costs

1. To cover the arbitration costs, as determined in accordance with article 37.1, an advance on arbitration costs shall be paid to CEPANI prior to the transmittal of the file by the Secretariat to the Arbitral Tribunal.

2. An additional advance will be required if and when any adjustments are made to the arbitration costs in the course of the proceedings.

3. The advance on arbitration costs, as well as the additional advance on arbitration costs, shall be payable in equal shares by Claimant and Respondent. However, any party shall be free to pay the whole of the advance on arbitration costs should the other party fail to pay its share.

4. Where a counterclaim or a request for intervention is filed, the Secretariat may, at the request of the parties or one of them, or on its own motion, fix separate advances on arbitration costs for the principal claims, the counterclaims and the request for intervention. When the Secretariat has fixed separate advances on arbitration costs, each of the parties shall pay the advance on arbitration costs corresponding to its principal claims, counterclaims or request for intervention. The Arbitral Tribunal shall proceed only with respect to those claims or counterclaims in regard to which the advance on arbitration costs has been paid.

5. When the advance on arbitration costs exceeds 50.000,00 EUR an irrevocable first demand bank guarantee may, with the prior approval of the Secretariat, be posted to cover such payment.

6. When a request for an advance on arbitration costs has not been complied with, and after consultation with the Arbitral Tribunal, if already constituted, and the parties, the Secretariat may invite the Arbitral Tribunal to suspend its work and to set a time limit, which must be not less than fifteen days, on the expiry of which the relevant claims or counterclaims on the basis of which the advance was calculated shall be considered as withdrawn. A party shall not be prevented on the grounds of such a withdrawal from reintroducing the same claims or counterclaims in another proceeding.

Article 39. – Decision on arbitration costs and parties' costs

1. The arbitration costs shall be finally fixed by the Secretariat.

2. The final Award shall include the amount of the arbitration costs as finally fixed by the Secretariat and decide which of the parties shall bear the arbitration costs or in what proportion they shall be borne by the parties.

3. The Arbitral Tribunal shall, at the latest in the final Award, decide which of the parties shall finally bear the parties' costs or in what proportion they shall be borne by the parties.

4. When the Arbitral Tribunal decides on the arbitration costs and the parties' costs in accordance with articles 39.2 and 39.3, it may take into account the degree to which the claims have awarded and also the circumstances of the case, the financial importance and the degree of difficulty of the dispute, the manner in which the parties have cooperated in handling the case, the relevance of the arguments presented and the reasonableness of these costs.

5. When the parties have reached an agreement on the allocation of the arbitration costs and the parties' costs, the Award shall record such agreement.

FINAL PROVISIONS

Article 40. – Limitation of liability

1. Except in the case of fraud, the arbitrators shall not incur any liability for any act or omission when carrying out their functions of ruling on a dispute.

2. For any other act or omission in the course of an arbitration proceeding, the arbitrators, CEPANI, the Arbitral Secretary, the members of its organs and its personnel shall not incur any liability except in the case of fraud or gross negligence.

Article 41. – Residual provision

Unless otherwise agreed by the parties, for all issues that are not specifically provided for herein the Arbitral Tribunal and the parties shall act in the spirit of the Rules and shall make every reasonable effort to make sure that the Award is enforceable at law.

SCHEDULE I

SCALE OF COSTS FOR ARBITRATION

1. The arbitration costs shall include the fees and expenses of the arbitrators as well as the administrative expenses of the Secretariat. The fees and costs of the arbitrators shall be determined by the Secretariat depending on the amount in dispute and within the limits mentioned hereinafter. This scale applies to all proceedings introduced as from 1 July 2025 whichever version of the Rules is applicable to the proceedings.

SCALE

SUM IN DISPUTE (in €)		FEE	
		MINIMUM	MAXIMUM
from	0,00 to 25.000,00	1.897,50	4.427,50
from	25.000,00 to 100.000,00	3.478,75 + 3,795% otae 25.000	4.743,75 + 6,325% otae 25.000
from	100.001,00 to 500.000,00	4.111,25 + 1,898% otae 100.000	11.068,75 + 1,898% otae 100.000
from	500.001,00 to 1.000.000,00	12.650,00 + 0,949% otae 500.000	18.975,00 + 2,846% otae 500.000
from	1.000.001,00 to 5.000.000,00	21.505,00 + 0,886% otae 1.000.000	29.095,00 + 1,013% otae 1.000.000
from	5.000.001,00 to 10.000.000,00	56.925,00 + 0,380% otae 5.000.000	94.875,00 + 0,380% otae 5.000.000
from	10.000.001,00 to 50.000.000,00	92.575,00 + 0,033% otae 10.000.000	119.025,00 + 0,033% otae 10.000.000
	au-dessus de 50.000.000,00	119.025,00 + 0,016% otae 50.000.000	251.275,00 + 0,016% otae 50.000.000

otae = of the amount exceeding

2. Each Request for Arbitration pursuant to the Rules must be accompanied by an advance payment on administrative expenses. Such payment is non-refundable.
   For arbitrations where the amount of the principal claim does not exceed an amount of 100.000,00 EUR, a non-refundable registration fee of 1.500,00 EUR (VAT excl.) is payable.

For arbitrations where the amount of the principal claim is between 100.000,00 EUR and 250.000,00 EUR, a non-refundable registration fee of 2.500,00 EUR (VAT excl.) is payable.

For arbitrations where the amount of the principal claim exceeds an amount of 250.000,00 EUR or in the absence of a total quantification of the claims, a non-refundable registration fee of 3.500,00 EUR (VAT excl.) is payable.

The administrative expenses of CEPANI are fixed on a lump sum basis at 20 % of the fees and expenses of the arbitrators as determined hereinabove (scale). They are subject to VAT and are never less than the registration costs mentioned hereinabove.

3. When the arbitrator is subject to VAT, he shall so inform the Secretariat, which will charge the parties with the VAT owed on the arbitrator's fees.

4. The Secretariat may fix the arbitration costs at a higher or lower figure than that which would result from the application of the Scale of Arbitration Costs, should this be deemed necessary under the circumstances of the case.

5. When a Tribunal of three arbitrators has been appointed, the above rates of costs and fees shall be multiplied by 3.
   When the Arbitral Tribunal is composed of more than three arbitrators, the Secretariat of CEPANI shall determine the arbitration costs accordingly.

6. Prior to any technical expertise ordered by the Arbitral Tribunal, the parties or one of them shall pay an advance, the amount of which shall be determined by the Arbitral Tribunal and cover the probable costs and fees of the expert(s). The fees and final costs of the expert shall be determined by the Arbitral Tribunal.

The Award shall allocate the technical expert appraisal costs between the parties in whatever proportion is decided.

7. The party requesting the interim and conservatory measures in accordance with article 27, shall pay an amount of 25.000,00 EUR (VAT excl.), including 5.000,00 EUR (VAT excl.) for CEPANI's administrative expenses.

8. At any time in the proceedings, the amount mentioned in paragraph 7 may be increased by the CEPANI Secretariat, taking into account, inter alia, the nature of the case as well as the nature and the volume of work performed by the emergency arbitrator and the Secretariat. The request for interim and conservatory measures is deemed to have been withdrawn if the applicant does not pay the required additional fee within the time limit fixed by the Secretariat.

9. When the parties refer to the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) and appoint the Belgian Centre for Arbitration and Mediation (CEPANI) as the appointing authority, the CEPANI administrative expenses for acting as an appointing authority shall be 2.500,00 EUR (VAT excl.), which amount is non- refundable. No application will be examined before payment of the required amount. When it is requested to render additional services, CEPANI, acting on its own discretion, may determine the amount of administrative expenses, the amount of which shall be proportionate to the services rendered and shall not exceed a ceiling of 7.500,00 EUR (VAT excl.). The administrative expenses are payable by the parties in equal parts.

10. When the parties refer to CEPANI to appoint an arbitrator in the context of an *ad hoc* arbitration proceeding, the CEPANI administrative expenses for acting as an appointing authority amount to 2.500,00 EUR (VAT excl.). This amount is non-refundable. No application will

be examined before payment of the required amount. When it is requested to render additional services, CEPANI, acting on its own discretion, may determine the amount of administrative expenses, the amount of which shall be proportionate to the services rendered and shall not exceed a ceiling of 7.500,00 EUR (VAT excl.) The administrative expenses are payable by the parties in equal parts.

SCHEDULE II

RULES OF GOOD CONDUCT FOR ARBITRATION PROCEEDINGS ORGANISED BY CEPANI

1. In accepting his/her appointment by CEPANI, the arbitrator shall agree to apply strictly the CEPANI Rules and to collaborate loyally with the Secretariat. The arbitrator shall regularly inform the Secretariat of the current state of the proceedings.

2. The prospective arbitrator shall accept his/her appointment by CEPANI only if he/she independent of the parties and of their counsel. If any event should subsequently occur that is likely to justifiably call into question this independence in his/her own mind or in the minds of the parties, the arbitrator shall immediately inform the Secretariat which will then inform the parties. After having considered the parties' comments, the Appointments Committee shall decide on his/her possible replacement. The Appointments Committee shall decide without any possibility for recourse.

3. An arbitrator nominated by a party shall neither represent nor act as that party's agent.

4. The arbitrator appointed upon the proposal of a party undertakes, as from his/her appointment, to have no contacts with that party, nor with its counsel, regarding the dispute which is the object of the arbitration, with the exception of contacts in respect of the nomination of the chair of the Arbitral Tribunal.

5. In the course of the arbitration proceedings, the arbitrator shall, in all circumstances, show the utmost impartiality, and shall refrain from any deeds or words that might be perceived by a party as prejudice, especially when asking questions at the hearing.

6. If the circumstances so permit, the arbitrator may, with due regard to paragraph 5 hereabove, ask the parties to seek an amicable settlement and, with the explicit permission of the parties and of the Secretariat, suspend the proceedings for whatever period of time is necessary.

7. By accepting his/her appointment by CEPANI, the arbitrator undertakes to ensure that the Award is rendered as diligently as possible. This means, namely, that the arbitrator shall request an extension of the time limit provided by the CEPANI Rules only if necessary or with the explicit agreement of the parties.

8. The arbitrator shall obey the rules of strict confidentiality in each case referred to him/her by CEPANI.

9. Awards may only be published anonymously and with the explicit approval of the parties. The Secretariat shall be informed thereof beforehand. This rule applies to the arbitrators as well as to the parties and their counsel.

10. The signature of the Award by a member of an Arbitral Tribunal of arbitrators does not necessarily imply that that arbitrator agrees with the content of the Award.

SCHEDULE III

INTERNAL RULES OF PROCEDURE FOR THE PRESIDENT, THE APPOINTMENTS COMMITTEE AND THE CHALLENGE COMMITTEE

1. The Board of Directors appoints among its members the President and Vice-Presidents of CEPANI. They are appointed for a period of three years. Their mandate can be renewed maximum two times consecutively.

2. The President and Secretary-General of CEPANI shall not participate in any new proceedings as from his/her appointment as President and/or Secretary General, conducted under the CEPANI Rules, either as an arbitrator or counsel. If a partner or an associate of either the President or the Secretary-General of CEPANI participate in any proceedings conducted under the CEPANI Rules as an arbitrator or counsel, the President or the Secretary-General of CEPANI shall refrain from any act or decision under the CEPANI Rules in this proceeding and shall designate one or more Vice-Presidents to replace them in order to act or decide in this proceeding. In such case the parties shall be informed thereof.

3. The Appointments Committee is composed of the President and two members appointed by the Board of Directors in principle for a period of three years.

4. The members of the Appointments Committee may not be appointed or confirmed as arbitrators. The members of the Appointments Committee may not appoint an arbitrator among their partners and associates, or those of the Secretary-General.

5. The members of the Appointments Committee are bound by strict confidentiality for all matters submitted to them in the performance of their duties.

6. The secretariat of the Appointments Committee is provided by a staff member of CEPANI.

7. The Challenge Committee is composed of five members appointed by the Board of Directors in principle for a period of three years. Three members must be present to deliberate validly.

8. The members of the Challenge Committee are bound by strict confidentiality for all matters submitted to them in the performance of their duties.

9. The secretariat of the Challenge Committee is provided by a staff member of CEPANI.

SCHEDULE IV

CEPANI GUIDELINES ON THE USE OF ARBITRAL SECRETARIES

1. DEFINITION AND SCOPE

1.1. The Arbitral Tribunal may wish to appoint a person to assist it with the administration and management of the case ("**Arbitral Secretary**") in situations where such appointment will contribute to a more effective and efficient resolution of the dispute.

1.2. The Arbitral Secretary may either be a member of the law firm or organisation of the sole arbitrator or of the chair of the Arbitral Tribunal, or an external person without connection to the Arbitral Tribunal.

1.3. The present guidelines shall apply to the use of Arbitral Secretaries in proceedings governed by the CEPANI Arbitration Rules.

2. APPOINTMENT

2.1. In the situation referred to under paragraph 1.1 of these Guidelines, the Arbitral Tribunal shall submit to the parties all relevant information on the person it proposes as Arbitral Secretary, including his/her statement of independence and impartiality in accordance with paragraph 3.2 of these Guidelines.

2.2. After consulting the parties regarding (i) the need for the appointment of an Arbitral Secretary, (ii) the proposed candidate and (iii) his/her role, the Arbitral Tribunal decides on the appointment of an Arbitral Secretary. The Arbitral Tribunal may not appoint an Arbitral Secretary or direct one or more of the tasks set out in paragraph 4.3 below to an Arbitral Secretary where the parties jointly object.

3. INDEPENDENCE AND IMPARTIALITY

3.1. The Arbitral Tribunal shall ensure that the Arbitral Secretary is impartial and independent of the parties and of their counsel and remains so throughout the arbitration.

3.2. Prior to being appointed, the Arbitral Secretary shall sign a statement confirming his/her independence and impartiality, disclosing in writing any circumstances likely to give rise to justifiable doubts as to his/her independence or impartiality.

3.3. The Arbitral Secretary shall act impartial in all circumstances and shall refrain from displaying any behaviour or attitude that could be interpreted as favouring one party's point of view.

3.4. The Arbitral Secretary shall immediately disclose to the Arbitral Tribunal any facts or circumstances arising during the arbitration that are likely to give rise to justifiable doubts as to his/her independence or impartiality.

3.5. A party shall inform the Arbitral Tribunal of any facts or circumstances of which it becomes aware during the arbitration that give rise to justifiable doubts as to the Arbitral Secretary's independence or impartiality within one month of the date on which that party was informed of such facts and circumstances.

3.6. In the cases set out under paragraphs 3.4 and 3.5, the Arbitral Tribunal shall decide whether to replace the Arbitral Secretary. Any replacement shall be made in accordance with paragraph 2 of these Guidelines.

4. ROLE OF THE ARBITRAL SECRETARY

4.1. The Arbitral Secretary is not an arbitrator and may not take part in the decision-making of the Arbitral Tribunal.

4.2. The Arbitral Secretary shall at all times act in accordance with the instructions issued by the Arbitral Tribunal..

4.3. Unless the parties have agreed otherwise, the Arbitral Tribunal may direct an Arbitral Secretary to conduct the following tasks:

a. Handling communications with the parties and/or CEPANI on behalf of the Arbitral Tribunal;
b. Making material and organisational arrangements for in-person or remote meetings and hearings;
c. Managing and organizing the case file and evidence on behalf of the Arbitral Tribunal;
d. Attending meetings and hearings with the parties;
e. Attending meetings and deliberations of the Arbitral Tribunal;
f. Taking minutes of meetings, hearings and deliberations for the Arbitral Tribunal;
g. Conducting research on legal questions for the Arbitral Tribunal, to the extent that this is considered appropriate under the law governing the arbitral procedure;
h. Preparing summaries, overviews or timelines of certain factual or legal aspects of the case for the Arbitral Tribunal;
i. Preparing drafts of procedural documents under the direction and supervision of the Arbitral Tribunal for the Arbitral Tribunal's review;
j. Preparing drafts of arbitral award(s) or sections thereof, under the direction and supervision of the Arbitral Tribunal for the Arbitral Tribunal's review;
k. Any tasks not mentioned in this list that are purely administrative in nature;
l. Any further tasks agreed by the Parties, provided they do not affect the Arbitral Tribunal's decision-making power.

4.4. The Arbitral Secretary shall not have contact with a party regarding the arbitration, unless explicitly instructed to do so by

the Arbitral Tribunal. The Arbitral Secretary may not contact a party at his/her own initiative.

4.5. Subject to paragraph 4.4 above, bilateral contacts between the Arbitral Secretary and a party on issues of a purely organisational or administrative nature shall not be improper. Where appropriate, the Arbitral Tribunal shall subsequently communicate any guidance on such issues to all parties in writing.

5. ROLE OF THE ARBITRAL TRIBUNAL IN RELATION TO THE ARBITRAL SECRETARY

5.1. The Arbitral Tribunal may not delegate its decision-making power to the Arbitral Secretary.

5.2. The Arbitral Tribunal shall duly supervise the Arbitral Secretary and ensure that the Arbitral Secretary at all times acts in accordance with the Arbitral Tribunal's instructions and with these Guidelines, as they may have been adapted by the parties' agreement.

5.3. The appointment of an Arbitral Secretary does not in any way relieve the Arbitral Tribunal from personally reviewing the file, the procedural documents and the arbitral award(s).

6. REMUNERATION

6.1. The Arbitral Tribunal shall be solely responsible for the remuneration of the Arbitral Secretary.

6.2. All fees and expenses of the Arbitral Secretary are deemed to be included in the fees of the sole arbitrator or the chair of the Arbitral Tribunal, unless the parties expressly agree to bear the Arbitral Secretary's justified reasonable disbursements to travel to a hearing or meeting.

7. CONFIDENTIALITY

7.1. The Arbitral Secretary shall be bound by the same duty of confidentiality as the Arbitral Tribunal.

8. LIMITATION OF LIABILITY

8.1. The Arbitral Secretary acts under the sole responsibility of the Arbitral Tribunal.

8.2. The Arbitral Secretary shall not incur any liability for any act or omission in conducting his/her tasks or duties in the framework of the arbitration, except in the case of fraud or gross negligence.

CEPANI

Responsible editor: Emma Van Campenhoudt
The Belgian Centre for Arbitration and Mediation
www.cepani.be | info@cepani.be

The Belgian Centre
for Arbitration
and Mediation
www.cepani.be
info@cepani.be

Office
Stuiversstraat 8 Rue des Sols – 1000 Brussels
Belgium
Tel: +32 2 515 08 35

Responsible editor : Emma Van Campenhoudt

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