



## **INTER-PROFESSIONAL MEDIATION AND ARBITRATION CENTER (CIMA)**

### **NATIONAL AND INTERNATIONAL ARBITRATION RULES**

*(Applicable from 01.03.2014 / Executive Board decision of 27.02.2014)*

#### **STANDARD CLAUSE CONSTITUTING AN ARBITRATION AGREEMENT TO BE INCLUDED IN THE CONTRACT OR AGREEMENT**

“All disputes arising from or related to the present contract shall be definitively resolved in accordance with the national and international arbitration rules from the Inter-Professional Mediation and Arbitration Center (CIMA) by one or more arbitrators appointed in accordance with said rules.”<sup>1</sup>

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<sup>1</sup>Optional additions:

“The seat of arbitration is .....”

“The law governing the procedure is .....” “The

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## **SECTION I: Preliminary Provisions**

### **Article 1: Application of the rules**

1-1. The present rules shall apply to any arbitration submitted to CIMA pursuant to an arbitration clause, a compromise or any other agreement between the parties constituting an arbitration agreement.

The arbitration is investigated and settled in accordance with the rules and appendices applicable on the date of receipt of the demand for arbitration by the Secretariat.

1-2. In the event of an arbitration which is not subject to the present rules, the parties may request the formation of the Arbitration Tribunal by CIMA. In this case, only section III of the present rules shall apply.

1-3. As a matter of principle, the arbitration is confidential. The parties, the arbitrators, their counsel and all participants in any capacity to an arbitration handled by CIMA agree to maintain the confidentiality of the award, of all proceedings issued by the Tribunal and of all documents used as part of the proceedings.

The deliberations of the Tribunal are secret.

### **Article 2: Rules applicable to the proceedings**

Proceedings before the Arbitration Tribunal are governed by the arbitration rules from CIMA and, when the latter is silent, by the rules determined by the parties or, failing this, the Tribunal, with or without referring to a national procedural legislation applicable to the arbitration.

### Article 3: Governing substantive law

For domestic arbitrations, the Arbitration Tribunal shall settle the dispute in accordance with the rule of law.

For international arbitrations, the parties are free to choose the rules to be applied by the Tribunal to the substance of the dispute.

In the absence of choice of substantive law by the parties, the Arbitration Tribunal shall apply the rule of law it deems appropriate. In any case, the Arbitration Tribunal shall take the provisions of the contract and the relevant trade usages into consideration.

The Arbitration Tribunal shall decide *as an amiable compositeur* solely if the parties agree to confer such power to the Tribunal.

### Article 4: Language of the arbitration

Failing an agreement between the parties, the Arbitration Tribunal shall determine the language(s) of the arbitral proceedings, taking into consideration all relevant circumstances specific to the matter in hand.

## SECTION II: INITIATION OF PROCEEDINGS

### Article 5: The demand for arbitration

The party wishing to resort to arbitration in accordance with the rules from CIMA shall address their demand to the Secretariat of CIMA.

For all relevant purposes, the date of receipt of the demand by the Secretariat is considered to be the date of commencement of the arbitration proceedings.

The demand must include at least the following:

- Full name and company name, title and address of each party and their counsel
- Brief outline of the circumstances of the dispute which caused the demand
- Purpose of the demand and amount claimed
- Prior agreements, specifically the arbitration agreement
- Any relevant information regarding the number and choice of arbitrators, as well as the resulting designation of an arbitrator
- Any relevant observations regarding the seat of arbitration, the applicable rule of law and the language of arbitration

The claimant shall send as many copies of the demand as there are parties, plus one, and shall make a non-refundable advance payment against the administrative fees which is set in the appendix of the present rules.

Failing the payment of said advance, the Secretariat may provide an extension, at the end of

which the demand shall be dismissed following a decision by the Arbitration Board on a proposal from the Secretariat.

Once the payment is made, the Secretariat shall send a copy of the demand and annexed documents to the respondent.

### **Article 6: Response to the demand**

Within 30 days of receipt of the demand for arbitration sent by the Secretariat, the respondent shall send their answer containing at least the following elements:

- Full name and company name, title and address of the respondent
- Comments regarding the circumstances of the dispute which caused the demand
- Their position regarding the requested decisions
- Possible counterclaims
- Any relevant information regarding the number and choice of arbitrators taking into account the proposals made by the claimant, as well as the resulting required designation of an arbitrator
- Any relevant observations regarding the seat of arbitration, the applicable rule of law and the language of arbitration

The Secretariat may extend the response period provided that the extension request includes the answer to the proposals made regarding the number of arbitrators.

The answer is communicated to the Secretariat in as many copies as there are parties, plus one, and a copy of the answer and annexed documents is sent by the Secretariat to the claimant.

Any counterclaim by the respondent must be made with the answer and include in particular an outline of the nature and circumstances of the dispute causing the counterclaim, an indication as to the subject of the demand and the sum requested.

Upon reception of the answer from the respondent, or at most eight days after the end of the deadline given, the Secretariat shall submit the case to the Board of Arbitration, which shall be responsible for the application of and compliance to the present Rules.

### **Article 7: Effects of the arbitration agreement**

If the respondent does not answer the demand in accordance with the terms of the rules or if one of the parties raises one or more pleas regarding the existence, validity or scope of the arbitration agreement, the Board of Arbitration may decide that the arbitration will take place as long as it deems it possible that an arbitration agreement designating CIMA exists.

If the Board of Arbitration does not reach such a conclusion, the parties are informed that the arbitration cannot take place.

The Arbitration Tribunal is solely competent to settle disputes related to its own competence and jurisdictional authority.

If, at any moment, one of the parties refuses to participate in the arbitration or abstains from doing so, the arbitration shall take place regardless of this refusal or abstention.

## SECTION III: THE ARBITRATION TRIBUNAL

### Article 8: The arbitrator

Throughout the proceedings, the arbitrator is and shall remain independent from the parties involved.

Upon request, the arbitrator shall send to the Secretariat a declaration of acceptance and independence in addition to his or her curriculum vitae. These documents are sent by the Secretariat to the parties for their comments.

By accepting the duties and once appointed or confirmed, the arbitrator agrees to abide by both the present rules and the internal regulations of CIMA, which can be found in appendix I.

Without the possibility of appeal, the Board of Arbitration shall decide on the nomination, confirmation, challenging or replacement of an arbitrator, and the grounds for these decisions are not communicated.

### Article 9: Number of arbitrators

The Arbitration Tribunal consists either of a sole arbitrator or of three arbitrators.

9-1. If the parties have not decided upon the number of arbitrators, the Board of Arbitration shall appoint a sole arbitrator, unless the dispute appears to justify forming a Tribunal composed of three arbitrators. In this case, the claimant shall appoint one arbitrator within 15 days of being notified of the decision by the Board of Arbitration, and the respondent shall appoint one arbitrator within 15 days of being notified of the choice made by the claimant.

9-2. When the parties agree to have their dispute settled by a single arbitrator, they may agree upon a choice of arbitrator and present this arbitrator to the Board of Arbitration for confirmation. Failing this, and within 30 days of receiving notification of the demand for arbitration, the sole arbitrator is appointed by the Board of Arbitration.

9-3. When the dispute is submitted to three arbitrators, each party shall appoint an arbitrator, either in the demand for arbitration or in the response to this demand.

If one of the parties abstains from doing so, the appointment is made by the Board of Arbitration.

The third arbitrator, who acts as chairperson of the Arbitration Tribunal, is appointed by the Board of Arbitration, unless the parties agree upon a different procedure, in which case the appointment is always submitted to the Board of Arbitration for confirmation.

### Article 10: Multiparty arbitration

In the event of multiple claimants or respondents, and if the dispute is submitted to three arbitrators, the claimants shall jointly appoint an arbitrator, and the respondents shall jointly appoint a different arbitrator, both of whom are to be confirmed by the Board of Arbitration.

Failing a joint appointment and any agreement between the parties regarding the procedure to establish the Tribunal, the Board of Arbitration may appoint each member of the Arbitration

Tribunal and designate one of them as chairperson.

The Tribunal may consist only of an uneven number of arbitrators.

### **Article 11: Challenging the arbitrators**

The request for recusal of an arbitrator based on an allegation of lack of independence, impartiality, or any other reason must be entered by sending a written statement to the Secretariat of CIMA specifying the facts and circumstances which explain the request.

The request for recusal interrupts the time limit before which the award is decided, as specified in article 19 of the present Rules, from the day of its receipt by the Secretariat of CIMA to the day following the decision of the Board of Arbitration.

Under penalty of foreclosure, the request for recusal must be filed within 30 days following the notification of the appointment or confirmation of the arbitrator or 30 days following the date on which the party filing the request for recusal is informed of the facts and circumstances which explain the request.

Once the Secretariat has given the arbitrator in question, the other parties and the members of the Tribunal if applicable an opportunity to present their observations in writing within a reasonable lapse of time, the Board of Arbitration shall rule on the merits of the request for recusal. These observations are sent to the parties and the other arbitrators.

### **Article 12: Replacing the arbitrators**

An arbitrator is replaced in the event of death, recusal or resignation accepted by the Board of Arbitration, or at the request of all parties.

The Board of Arbitration may also decide to replace an arbitrator in the event the Board deems that the arbitrator is prevented in law or in fact from carrying out his or her duties, or that he or she is not carrying them out in accordance with the rules or within the prescribed time limit.

Replacement of an arbitrator shall take place under the same conditions of *audi alteram partem* as outlined in Article 11.

If this replacement is required after discussions have been closed, the Board of Arbitration, if it deems appropriate, may decide that remaining arbitrators shall continue the arbitration. In making this decision, the Board shall take into consideration the observations of the remaining arbitrators and the parties, in addition to any other element that it deems relevant in the circumstances.

## **SECTION IV: THE PROCEEDINGS**

### **Article 13: Initiating proceedings before the Tribunal**

The Secretariat of CIMA shall send the file to the Tribunal as soon as the latter has been formed, provided that the advance on fees due by the Secretariat at this stage of proceedings has been received.



Unless the parties have agreed otherwise, the Tribunal shall determine the seat of arbitration.

Unless the parties have not agreed to do so after consulting them, the Arbitration Tribunal may hold hearings and meetings at any location it deems appropriate outside the seat of arbitration. The Arbitration Tribunal may deliberate at any other location it considers convenient outside the seat of arbitration by using modern means of telecommunication.

#### **Article 14: Tribunal formation order & calendar of proceedings**

Upon receipt of the file by the Secretariat of CIMA, the Arbitration Tribunal shall draw up a formation order specifying its duties, either on the basis of the documents at hand or in the presence of the parties in the light of their most recent oral submissions.

Specifically, this order shall include the following elements:

- Full name, company name and title of the parties
- A valid address for the parties to which all notifications and communications can be sent during the arbitration
- A summary of the claims of the parties and the decisions they hope to obtain and, whenever possible, an indication of the financial award they seek as a principle or incidental compensation or as a counterclaim
- The list of contentious points to be resolved
- The names, surnames, titles and addresses of the arbitrators
- The seat of arbitration
- All relevant details concerning the rules that apply to the proceedings, and mentioning the authority of the tribunal to decide *ex aequo et bono* as the case may be

The order is signed by the Arbitration Tribunal and communicated to the Secretariat of CIMA within one month of the receipt of the file. The Board of Arbitration may extend this time limit upon duly motivated request from the Arbitration Tribunal, or on its own initiative if it deems it necessary.

The formation order is equivalent to a referral to the Tribunal, in particular within the meaning of Article 19 of the present rules.

Alongside the formation order, and after consulting the parties, the Tribunal sets the provisional calendar it intends to follow for conducting proceedings and for the exchange of evidence and written submissions.

This calendar is immediately sent to the Secretariat of CIMA and to the parties.

Any subsequent change to the calendar shall be communicated to the Secretariat of CIMA and to the parties.

#### **Article 15: Investigating the dispute**

The Arbitration Tribunal shall investigate the dispute speedily and fairly using all appropriate means.

The Tribunal is not required to abide by the rules set for judicial courts unless the parties decided otherwise in the arbitration agreement.

At each stage of the arbitration, the Tribunal shall abide by and oblige the parties to abide by the guiding principles of proceedings.

After examining the written submissions of the parties and the evidence entered into the debate, the Arbitration Tribunal shall hear the parties *audi alteram partem* and may, as the case may be, decide on its own initiative to conduct further hearings.

The Tribunal may also decide to rule solely on an evidentiary basis, unless one of the parties requests a hearing.

The Tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in presence of the parties or in their absence provided that they were duly summoned beforehand. The parties are responsible for summoning witnesses.

After consulting with the parties, the Tribunal may appoint one or more experts, define their mission and receive their report. The parties, upon request, must be able to question the experts appointed by the Tribunal during the hearing.

At any time during the proceedings, the Tribunal may invite and even order the parties, if necessary under financial compulsion, to produce supplementary evidence.

The Tribunal may take any steps to protect business confidentiality as well as confidential information.

#### **Article 16: Protective and provisional measures**

Unless the parties have agreed otherwise, the Tribunal may order any protective or provisional measure it considers appropriate upon receipt of the file and at the request of one or other of the parties.

The Tribunal may make this measure conditional on the petitioner establishing adequate guarantees.

The measures provided for in the present article shall take the form of a motivated order or, if the Tribunal deems it appropriate, an award.

Prior to the file being sent to the Arbitration Tribunal and in appropriate circumstances, the parties are free to request protective or provisional measures from any judiciary authority.

Application to a judicial authority to grant such measures or to enforce similar measures decided by the Arbitration Tribunal does not entail that the arbitration agreement has been set aside and does not affect the authority of the Arbitration Tribunal.

#### **Article 17: Hearing**

The Tribunal shall handle the proceeding of the hearings at which all parties have the right to be present.

When a hearing is convened and after giving reasonable notice, the Tribunal shall invite the parties to be present on the date and at the location it determines.

The parties shall appear either in person or through duly appointed representatives; they may



also be assisted by their counselors.

If, after being duly summoned, one of the parties is not present at the hearing without a valid excuse, the Tribunal has the authority to hold the hearing.

The hearing shall not be open to persons who are foreign to the proceedings unless the Tribunal and the parties agree to their presence.

### **Article 18: Closing proceedings**

The Tribunal shall declare the proceedings closed once it deems that the parties have had sufficient opportunity to be heard.

After this date, no written statement, argument or proof may be submitted unless the Arbitration Tribunal requests its submission or authorizes it.

Once the Tribunal has set the date when the proceedings are closed, it shall notify the Secretariat of CIMA of the approximate date when its award will be rendered.

Any party that continues the arbitration without raising an objection regarding the provisions of the rules, of any other regulations applicable to the proceedings, of any of the instructions from the Arbitration Tribunal or of any of the clauses in the arbitration agreement affecting the appointment of the Arbitration Tribunal, or of any irregularity during the conduct of proceedings, is deemed to have waived the right to raise such an objection.

### **Article 19: The award**

19-1. The Arbitration Tribunal shall render its award no later than SIX (6) months after the date of the formation order set forth in Article 14.

This interval may be extended by agreement of the parties or by decision of the supporting judge. In the case of an international arbitration, this same interval may be extended by the Board of Arbitration upon motivated request from the Arbitration Tribunal.

In cases with multiple arbitrators, the award stems from a majority decision. Where there is no majority, the chairman of the Arbitration Tribunal shall decide alone.

The Arbitration Tribunal shall transmit the award draft to the Secretariat of CIMA for it to be proofread and validated by the Board of Arbitration, which may make any recommendations it deems necessary for the award to be validated.

The award, which must be in writing and motivated, is deemed to have been rendered on the date and at the seat of arbitration stated in the document.

The Secretariat of CIMA shall notify the parties, and only the parties, of the award.

Additional duly certified copies by the Secretariat of CIMA may be delivered at any time exclusively to the parties, and only the parties, upon request.

From the moment the parties have been notified of the award in accordance with paragraph 19-1, they shall waive any other notification or registration by the Arbitration Tribunal.

19-2. If the need arises, the tribunal may render one or more partial or preliminary awards.

19-3. If, prior to the closure of proceedings, the parties agree to compromise in order to put a definitive end to their dispute, the Tribunal may render an award on agreed terms at their request.

19-4. The arbitral award is binding for the parties. In submitting their dispute to the present rules, the parties agree to carry out the prospective award without delay and, unless stated otherwise in their arbitration agreement, the parties are deemed to have waived all forms of appeal which they can legitimately waive.

### **Article 20: Correcting and interpreting the award**

The Arbitration Tribunal may on its own authority correct any typographical, calculation or similar error in the award, provided that this correction is submitted to the Board of Arbitration for approval within 30 days of the date of the award.

Any request by one of the parties for correction of an error or interpretation of the award must be addressed to the Secretariat of CIMA within 30 days of the award notification being served to the parties. This request must come in the same number of copies as the initial request for arbitration.

Following receipt of this request by the Arbitration Tribunal, the Tribunal shall grant the opposing party a short deadline from its receipt of this request to allow it to submit any observations.

If the Arbitration Tribunal decides to correct or interpret an award, it must submit the proposal for its decision to the Board of Arbitration no later than 30 days following the expiration of the deadline for receiving any observations from the opposing party.

The decision to correct or interpret an award must be rendered in the form of an addendum, which will be an integral part of the award.

## **SECTION V: ARBITRATION COSTS**

### **Article 21: Provision for arbitration costs**

The arbitration costs cover the following:

- CIMA's administrative costs
- the fees of the Arbitration Tribunal
- the running costs of the Arbitration Tribunal

As soon as the Board of Arbitration has the assessment criteria and before signing the tribunal formation order, the Board shall determine the provision sufficient for covering the costs and fees of the Arbitration Tribunal as well as CIMA's administrative costs corresponding to the principal, incidental and counter claims made before it by the parties.

This amount may be re-evaluated at any moment during the arbitration.

The provision set by the Board of Arbitration is due in equal parts by the claimant and the respondent.

In the event that, independently from the principal demand, one or more counterclaims were made, the Board of Arbitration can set separate provisions for the principal demand and for the counterclaim(s).

Each party may pay the provision in full corresponding to a principal demand or counterclaim if the opposing party does not pay its share. When the Board of Arbitration determines separate provisions, each party shall be responsible for the provisions that correspond to its respective demands.

When a provision request is not satisfied, the Secretariat of CIMA may, after consulting the Arbitration Tribunal, request that the latter interrupt its activities and set a time limit of no less than 15 days, following which the claim corresponding to this provision shall be deemed withdrawn.

If the party in question intends to challenge this decision, it must request that the Board of Arbitration settle the matter within the above time limit.

## **Article 22: Decision concerning the arbitration costs**

The arbitration costs cover the arbitrators' fees and expenses, CIMA's administrative costs as determined by the Board of Arbitration in accordance with the tariffs applicable on the date of filing of the arbitration, the fees and expenses of the experts appointed by the Arbitration Tribunal as well as all reasonable costs covered by the parties for their defense during the arbitration.

The Board of Arbitration may set the fees of the arbitrator(s) above or below the amount set forth in the tariffs applicable at the time if this appears warranted due to exceptional circumstances of the case.

At any point during the proceedings, the Arbitration Tribunal may make decisions regarding fees other than those determined by the Board of Arbitration.

The final award shall set the costs of the arbitration and establish which of the parties is to pay them or in which proportion they are to be shared between the parties.

## **APPENDIX 1**

### **INTERNAL REGULATIONS**

#### **Article 1: The Board of Arbitration**

1-1. The Board of Arbitrations consists of 6 members appointed for renewable periods of 3 years by the president of the Regional Council of Notaries, the chairman of the Lyon Bar Association, and the president of the Regional Association of Chartered Accountants. Each of these associations appoints two members of the Board.

The Board of Arbitration designates one of its own members as chairman.

1-2. Without either ruling on the admissibility or merits of the request for arbitration lodged with the Secretariat, or rendering an opinion as to the competency of the Arbitration Tribunal once formed, the Board of Arbitration verifies the existence of an arbitration agreement designating CIMA.

The Board of Arbitration has exclusive authority to supervise the arbitration proceedings governed by CIMA's arbitration rules.

The Board also has the exclusive authority to appoint arbitrators at the request of the parties as part of *ad hoc* arbitration or arbitration not administered by CIMA.

1-3. The Board of Arbitration is convened by the chairman and deliberates on questions prepared by the Secretariat.

At least three members must be present at meetings of the Board of Arbitration for the meeting to be valid.

The meetings of the Board of Arbitration may take place via any modern means of telecommunication.

The decisions of the Board of Arbitration are made by simple majority.

In cases where the vote is split, the vote of the chairman is decisive.

During emergencies, the chairman or, failing that, the oldest member of the Board of Arbitration, may take all necessary measures related to the administration of ongoing proceedings with regards to CIMA, in such cases that they fall under the authority of the Board. That person must then inform the Board of this no later than the Board's next meeting.

If a member of the Board of Arbitration is appointed or confirmed as arbitrator for certain proceedings handled by CIMA during his or her term on the Board, he or she will no longer be able to participate in the meetings and decisions of the Board concerning these proceedings.

## **Article 2: The Secretariat**

By delegation of the Board of Arbitration, the Secretariat monitors the arbitral proceedings.

The Secretariat verifies that the fees and provisions have been paid and that the CIMA arbitration rules are being respected, and it handles the correspondence and submissions from the parties to the arbitration proceedings.

The Secretariat is responsible for the notification of the award to the parties.

The Secretariat ensures that minutes of the meetings of the Board of Arbitration are kept. It regularly informs the Board of Arbitration of the progress of the proceedings handled by CIMA and submits to the Board all decision propositions required for the administration of these proceedings.

## **Article 3: Confidentiality of the duties of the Board of Arbitration and of the Secretariat**

The plenary sessions of the Board of Arbitration are open solely to Board members and to staff of the Secretariat.

Documents presented to the Board of Arbitration or drawn up by the Board during the course of proceedings it handles are communicated solely to members of the Board and to the Secretariat.

The Secretariat of CIMA keeps in its archives all awards, Tribunal formation orders, decisions of the Board of Arbitration as well as copies of relevant correspondence produced by Secretariat.

Any document, written communication or letter from the parties or the arbitrators may be destroyed unless one of the parties or arbitrators requests that such documents be returned to them, in writing and within a time limit set by the Secretariat.

Costs related to returning a file are to be borne by the party or arbitrator in question.

#### **Article 4: Ethics of the arbitrators**

4-1. In accordance with current regulations and CIMA rules, any arbitrator who accepts duties as part of an arbitration submitted to CIMA must act independently from the party which chose him.

Any arbitrator nominated by a party agrees to abide by the rules of CIMA for the entire duration of the arbitration proceedings.

4-2. Upon accepting these duties, the arbitrator must, to the best of his or her knowledge, be capable of carrying out these duties with the required competence given the nature of the dispute.

Upon accepting these duties, the arbitrator must be able to devote such time and attention as required by the arbitration proceedings and be able to carry out these duties as efficiently as possible.

Upon accepting these duties, the arbitrator must display the impartiality as required by this function in the best interest of all parties.

Upon accepting these duties, the arbitrator must be objectively independent and must remain so throughout the proceedings until the time limit for appeals relating to the award have expired.

If there was an attempt at mediation prior to the arbitration, the arbitrator may not have served as a mediator in the same case.

4-3. In order to guarantee his or her impartiality and independence, prior to being nominated or confirmed, the arbitrator must agree to the declaration of acceptance and independence in accordance with the current model provided by CIMA.

The arbitrator is obligated to disclose any circumstance or connection that might limit his or her independence and to voice even the slightest doubt in this regard.

If any facts, circumstances or connections that an arbitrator should have disclosed emerge during the proceedings, the Board of Arbitration reserves the right to replace him or her.

4-4. Throughout the entirety of the arbitration proceedings, the arbitrator is forbidden to seek

any direct contact with the parties or their counselors. If any such contact does occur, the arbitrator must immediately notify the Board of Arbitration so that the Arbitration Tribunal and the parties may be in turn immediately informed.

On no account may the arbitrator seek or accept any kind of payment or reimbursement of fees from the parties or their counselors.

An arbitrator who does not abide by these rules may be replaced by decision of the Board of Arbitrators and be barred from being confirmed for new arbitral proceedings.



**APPENDIX 2****INDICATIVE TARIFFS**

VALUE OF THE DISPUTE in EUROS EXCLUDING TAX	MINIMUM FEE PER ARBITRATOR EXCLUDING TAX	MAXIMUM FEE PER ARBITRATOR EXCLUDING TAX	ADMINISTRATIVE COSTS
Non-refundable advance payment upon filing the demand	---	---	500
Up to 50 000	3 000	--	1 500
50 000 to 150 000	5 000	--	1 500
151 000 to 500 000	5 000	10 %	2 500 + 0,5 %
501 000 to 1 000 000	7 000	3,5 %	2 500 + 0,5 %
1 000 001 to 2 000 000	10 000	2,7 %	3 000 + 0,5 %
2 000 001 to 5 000 000	10 000	2 %	3 500 + 0,5 %
5 000 001 to 10 000 000	10 000	1 %	5 000 + 0,5 %
Beyond 10 000 001	30 000	0,9 %	0,4 %

The operating costs of the Arbitration Tribunal are reimbursed by CIMA to the arbitrators and if necessary withdrawn from supplementary deposit.