Procedural Guide to the Arbitration Rules

CIIAM
MADRID · SANTIAGO

Redacted by the Good Practices Commission of the Centro Internacional e Iberoamericano de Arbitraje de Madrid (CIIAM), composed of its Chair, Alexis Mourre, and its members, Filipa Cansado Carvalho, Diana Correa, José Ricardo Feris, Sebastián Mejía, Jesús Remón, and Sabina Sacco, and subsequently reviewed by the Plenary of CIIAM.

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Prologue

As Chair of the Good Practices Commission of CIIAM, I am pleased to present this Procedural Guide to the Arbitration Rules. The Guide is the result of a collective effort undertaken within the Commission and is intended to support the application of the Rules while fostering consistency, quality, and predictability in arbitrations administered by the Centre.

I have the privilege of chairing the Commission alongside its distinguished members: José María Alonso, President of CIIAM; Filipa Cansado Carvalho; Diana Correa; José Ricardo Feris; Sebastián Mejía; Jesús Remón; and Sabina Sacco. The Guide reflects a rigorous technical review of arbitral practice and an in-depth, structured, and inclusive deliberative process aimed at identifying balanced and practical solutions. It has also been reviewed and approved by the Plenary of CIIAM.

This Guide is not, in itself, binding or regulatory in nature, nor does it replace the Centre's Rules. Rather, it articulates the best practices that CIIAM expects arbitral tribunals to observe when acting under the Rules. It also seeks to enhance transparency and clarity regarding certain aspects of the Centre's internal functioning and the guiding principles it applies in administering arbitral proceedings.

The Guide addresses several issues that have prompted significant reflection in recent practice, including: arbitrators' duties; independence and impartiality, together with disclosure requirements; the efficient conduct of proceedings; the role of arbitral secretaries; and the scrutiny of awards. In each of these areas, the Commission has sought to provide clear and practical guidance, while fully respecting the tribunal's discretion and the parties' autonomy, and safeguarding the fundamental principles of due process.

This Guide forms part of CIIAM's broader commitment to institutional transparency, procedural efficiency, and the highest standards of professional ethics among all participants in the arbitral process. By articulating established practices, clarifying guiding criteria, and systematizing accumulated experience, CIIAM aims to strengthen users' confidence and to enhance the predictability and overall understanding of arbitration administered under its auspices.

Alexis Mourre
Chair of the Good Practices Commission
CIIAM

I. Representation of Parties and Duties of Party Representatives

1. These guidelines provide guidance on the conduct of arbitrations under the Rules of CIIAM (the "Rules"). They seek to balance the parties' freedom to choose their representatives and to define the rules applicable to each arbitration with general principles of professional conduct, as well as the need for arbitrators[1] and the parties to act efficiently while at all times maintaining transparency, the adversarial principle, and equality of treatment between the parties.
2. As indicated in Article 25.1 of the Rules, the parties must provide the details and proof of the representation granted by them. For this purpose, it is sufficient for the person authorized to grant a power of attorney on behalf of the party to state this in the request for arbitration or the answer to the request for arbitration signed by them, or to attach a document in which the party grants such representation, with an email being sufficient. Likewise, at any time during the arbitration, the tribunal or the Secretariat may request that party representatives duly evidence their authority to act.
3. Each party shall promptly inform the Secretariat, the arbitrators, and the other parties of any change in its representation. In accordance with Article 25.3 of the Rules, once the tribunal has been constituted, the arbitrators may, after consulting the parties, adopt any measures they consider necessary to avoid a conflict of interest arising from such change, including the total or partial exclusion of the new party representatives from participating in the arbitral proceedings.
4. In accordance with Articles 5.2(i), 6.2(i), and 26 of the Rules, each party shall promptly inform the Secretariat, the arbitrators, and the other parties of the existence and identity of any third party that has entered into a funding agreement related to the claims or defences submitted in the arbitration, under which such third party has an economic interest in the outcome of the proceedings.
5. In all matters relating to party representation and to the duties and rights of their representatives, the International Bar Association ("IBA") Guidelines on Party Representation in International Arbitration (adopted on May 25, 2013 by resolution of the IBA Council), which promote fairness, integrity, and efficiency in arbitral proceedings, shall apply, unless otherwise provided in this Guide.

II. Duties of Arbitrators

A. General Rules

6. In the exercise of their functions, the arbitrators shall ensure compliance with the fundamental principles of due process, equality, the right of defence, and the parties' reasonable opportunity to present their case.
7. Arbitrators shall at all times act with integrity, dignity, propriety, and courtesy, and in compliance with the obligations of confidentiality and the rules of professional ethics applicable to them. They must also preserve the integrity of the arbitral process and refrain from impairing the proper conduct of the arbitration; for example, by subsequently accepting other appointments, positions, mandates, or functions, or by publicly expressing views that may interfere with its proper conduct or give rise to doubts as to their ability to resolve the dispute independently and impartially.
8. Arbitrators shall discharge their duties diligently in accordance with Article 13.6 of the Rules.
9. The exercise of their duties with due diligence requires that the arbitrators:
    a) devote sufficient time to each case;
    b) deliberate in due time on any matter, procedural or substantive, that must be decided, whether remotely or in person;
    c) render procedural decisions within a reasonable period;
    d) adequately prepare meetings, calls, and hearings with the parties;
    e) study and become personally and thoroughly familiar with the case and the relevant evidence from an early stage of the arbitration; and,

[1] The reference to "arbitrator," "arbitral tribunal," or "arbitrators" shall be understood as referring to the arbitral tribunal, composed of one or more arbitrators.

f) draft the award(s) in the proceedings and, where applicable, any separate opinions, allowing sufficient time for deliberation within the arbitral tribunal, scrutiny by the Centre, and consideration of, and if, appropriate, implementation of, the proposals made by the Centre during such scrutiny.

10. In fulfilling their duty of diligence and efficiency, arbitrators are encouraged, among other matters, to take into account the following measures:

    a) the early drafting of the procedural and descriptive sections of the award, whenever the circumstances of the case permit;
    b) the preparation of questions to the parties on issues in dispute that, in the arbitrators' judgment, should be addressed orally or in writing; and
    c) the division of the proceedings into phases whenever it is foreseeable that doing so would be appropriate and would result in substantial improvements in efficiency.

11. As part of their duty of independence and impartiality, and in accordance with the principle of procedural integrity, arbitrators have the duty to decide the case solely on the basis of the case file and the rules of law, or equity where applicable, that they determine to be applicable. Accordingly, arbitrators must under no circumstances be influenced by any person, organization, interest, or information external to the dispute, and must not receive instructions or directives of any kind outside the proceedings, nor be swayed by considerations of personal interest.

12. Should the arbitrators consider that a rule not invoked by the parties may be relevant to the resolution of the dispute, they shall give the parties the opportunity to comment on the applicability of such rule.

13. Arbitrators are recommended to maintain their arbitrator profile on the Centre's digital platform complete at all times, indicating all current and past institutional positions, and to update it during the arbitration if necessary.

14. Arbitrators have the duty to resolve the dispute efficiently in terms of both time and cost, and to comply with the deadlines that have been granted upon, provided for in the Rules, instructed by the Centre, or determined by the parties. Accordingly, arbitrators must ensure at all times, both at the time of their appointment and throughout the arbitration, that they have sufficient availability to fulfil this obligation.

B. Independence and Impartiality

15. All arbitrators have the same duty of independence with respect to all parties in the proceedings, regardless of the party that appointed them. The appointment of an arbitrator by a party does not create any duty on the part of the arbitrator to:

    a) give that party's arguments or positions more detailed consideration;
    b) advocate, before the other arbitrators for that party´s arguments or positions; or
    c) in any other way benefit, enhance, or favour that party's position.

16. Arbitrators have the duty to act impartially and to maintain at all times, until the conclusion of the proceedings, their full independence and impartiality with respect to the parties, their representatives, and any other person or entity with an interest in the dispute. If an arbitrator considers that they are not independent or impartial, they must refrain from hearing the case, either by declining the appointment or, if already appointed, by withdrawing from the proceedings of their own accord.

C. General Duties of Disclosure

17. The parties have a legitimate interest in being fully informed of all facts and circumstances that, in their view, may be relevant to satisfy themselves that an arbitrator, or a person proposed as an arbitrator, is and remains independent and impartial, and capable of performing their duties efficiently in accordance with the Rules.

18. In order to ensure the fulfilment of their obligations and to enable the parties to exercise their right to challenge their appointment or, as applicable, to request their disqualification, arbitrators have the duty to disclose fully, both at the time of their appointment and throughout the arbitration, any circumstance that could call into question their independence or impartiality in the eyes of any party. If arbitrators have any doubt as to whether a fact or circumstance should be disclosed, they must choose to disclose it.

19. In determining whether a disclosure should be made, an arbitrator or a person proposed as an arbitrator must also take into account relationships with third parties who have an interest in the outcome of the arbitration, such as external funders, insurers, and consultants, with a similar interest in the arbitration's outcome, as well as relationships with other members of the arbitral tribunal, and with experts or witnesses in the case.

20. As to the scope of disclosures, an arbitrator is considered to include the identity of their law firm, platform, or individual or collective structure from which they conduct their professional practice; and a party that is a legal entity is, for disclosure purposes, identified with is parent company and includes its subsidiaries. The same applies to the parties´ representatives and their firms. The duty of disclosure therefore extends to relationships that the firm or structure to which the arbitrator belongs may have, including its partners, associates, and of counsel.

21. The duty of disclosure of arbitrators is governed by a subjective standard. This means that arbitrators should not assess for themselves whether a particular circumstance justifies a challenge to their appointment, but rather whether, "from the parties´ perspective," there are facts or circumstances that could give rise to doubts regarding their impartiality or independence. If arbitrators have any doubts as to whether a circumstance could be relevant, to the parties, they must disclose it. The purpose of the duty of disclosure is to provide the parties with the information necessary for them to determine whether it is appropriate to raise a challenge with the Centre so that the Centre may make the decisions required under the Rules. Accordingly, when making a disclosure, arbitrators must provide all information that could, in the eyes of the parties, justify a potential challenge.

22. A disclosure does not imply the existence of a conflict or a ground for disqualification. On the contrary, arbitrators who make disclosures are considered impartial and independent notwithstanding the facts disclosed, since they would have declined to act otherwise. The institution is firmly committed to transparency and encourages arbitrators to make such disclosures as they deem appropriate in accordance with this text, undertaking not to "penalize" such disclosures, whether through their proposals to the Appointment Committee or through their proposals to the parties.

23. In the event of a challenge or disqualification, it is the responsibility of the Centre, in particular, and respectively, its Appointment Committee or its Challenge Committee, to assess whether the disclosed circumstances constitute an impediment to acting as an arbitrator. While the failure to make a disclosure is not, in itself, a ground for disqualification, it will be taken into account by the Centre when determining whether to uphold a challenge to confirmation or a request for disqualification.

24. At the time of their appointment, arbitrators have the duty to conduct reasonable inquiries in their own records, in the records of their law firm, and, as applicable, on the Internet and other sources of publicly available information, in order to ensure, based on the information provided by the parties, that there are no circumstances that should be disclosed.

25. To ensure an effective assessment of independence and impartiality, the parties have the duty to cooperate by providing from the outset of the proceedings and without delay, all relevant information reasonably available to them. In particular, they must inform the arbitrators of the identity of all natural and legal persons in respect of whom they consider that the arbitrators should disclose potential conflicts. This duty of the parties is intended to assist the arbitrators in fulfilling their duty of disclosure and does not exempt the arbitrators from conducting the reasonable inquiries referred to in the preceding article.

26. For this purpose, arbitrators may turn to the Centre to request that it obtain additional information from the parties that may be relevant for preparing their disclosure. In case of doubt as to whether a circumstance should be disclosed, disclosure should always be made. The objective is not to pre-judge the existence of a conflict, but to enable the parties to make an informed assessment.

27. The duty of disclosure is of a continuing nature and remains in effect throughout the arbitration and until its conclusion. Accordingly, arbitrators must make any additional disclosure as soon as a new circumstance arises that warrants it, regardless of the stage of the arbitration.

28. In order to comply with their duty of disclosure, arbitrators shall consider, at a minimum, the circumstances and relationships identified below, which are indicative and not exhaustive:

    a) The arbitrator advises, or has previously advised, one of the parties, one of its parent companies, or subsidiaries, or an entity with an interest in the dispute or a related dispute, such as an insurer, consultant or third-party funder.

b) The arbitrator serves, or has served, on the board of directors or other management governing, or supervisory bodies of one of the parties, one of its parent companies or subsidiaries, or an entity with an interest in the dispute, such as an insurer, consultant, or third-party funder.

c) The arbitrator acts, or has acted, on behalf of one of the parties, one of its parent companies or subsidiaries, or an entity with an interest in the dispute, such as an insurer, consultant, or third-party funder.

d) The arbitrator acts, or has acted, against one of the parties or one of its parent companies or subsidiaries.

e) The arbitrator has, or has had, a professional, commercial, or close personal relationship with one of the parties, or one of its parent companies or subsidiaries, or with an entity with an interest in the dispute, or has any interest of any kind in the outcome of the dispute.

f) The arbitrator has been involved in the dispute or has expressed an opinion on the matters in dispute.

g) The arbitrator has, or has had, a professional, commercial, or close personal relationship with a counsel of one of the parties, a member of the counsel's firm, the third-party funder of the proceedings, or the insurer of the case.

h) The arbitrator acts, or has acted, as arbitrator in a related case.

i) The arbitrator was previously appointed as arbitrator by one of the parties, one of its parent companies, or subsidiaries, or by counsel of one of the parties, or by the law firm of any of the parties or counsel, or by the third-party funder of the proceedings, or by the insurer with an interest in the outcome of the case.

j) The arbitrator has acted as counsel or advised a party in another case in which an expert participating in the present case was instructed.

k) The arbitrator serves as arbitrator in another case in which one of the other arbitrators or one of the party representatives in the present case also serves as arbitrator or party representative.

l) The arbitrator has been interviewed by a party prior to accepting their appointment, and the interview went beyond a brief discussion limited to general experience and availability, without addressing legal, procedural, or factual matters related to the case.

29. The period during which arbitrators are recommended to consider situations for disclosure is 10 years, except for the situations referred to in items i), j), and l), for which the recommended period is 5 years. No time limit applies to the situation referred to in item k), as it is limited to the period of the arbitration proceedings.

30. An advance statement or waiver in relation to potential conflicts of interest arising from facts and circumstances that may occur in the future does not exempt arbitrators from their continuing duty to disclose as provided above.

31. Arbitrators are obliged to include in their acceptance statement the number of arbitrations in which they are currently involved, specifying whether they act as chair, sole arbitrator, co-arbitrator, or party advisor (representative), as well as any other commitments and their availability over the following 24 months.

32. In matters not covered by these Rules, the use of the International Bar Association ("IBA") Guidelines on Conflicts of Interest in International Arbitration (adopted 25 May 2024) is recommended.

D. Duties of Arbitrators Regarding the Use of Artificial Intelligence

33. Arbitrators have at all times the duty to personally and directly perform their arbitral functions and to ensure respect for the principles of adversarial proceedings and procedural integrity. Arbitrators also have the obligation to comply with the duty of confidentiality applicable to the arbitration.

34. The use of artificial intelligence ("AI") tools by arbitrators must at all times be consistent with the principles set out in the proceeding article. The use of AI tools shall in no circumstances exempt arbitrators from personally fulfilling their duties, including the duty to be personally familiar with the evidence in the case, nor shall it limit any of the principles referred to above. Under no circumstances may arbitrators use AI to delegate decision-making or any of their arbitral functions.

35. It is recommended that arbitrators disclose to the parties the type of generative AI tool they intend to use and the manner in which it will be employed.

III. Constitution of the Tribunal

A. Appointment by the Parties and Appointment by the Centre

36. The Centre actively encourages the parties to appoint their arbitrators. In addition, the parties may agree on an appointed method different from those provided in the Rules[2], without prejudice to the Centre's ability, exceptionally and at its discretion, to decide not to apply such method if it considers this to be the most appropriate course of action.

37. There is a distinction in the terminology used in the CIIAM Rules:

    a) When the parties select a co-arbitrator, or the co-arbitrators jointly select a chair, this is referred to as an "appointment," which is subject to "confirmation" by the Centre.
    b) When the Centre selects an arbitrator, this is referred to as a "designation," which is not subject to subsequent confirmation.

B. Methods of Constituting the Tribunal

I. Appointment and Confirmation

38. Once the parties inform the Centre of the arbitrator they have proposed in their request for arbitration or response thereto, the Centre shall obtain an acceptance and a declaration of independence, impartiality, and availability (the "Declaration"), which will be circulated to the parties for their comments, and the appointment shall be subject to confirmation.

39. The parties of the Centre may request that the arbitrator supplement or clarify the content of the Declaration.

40. The Centre shall confirm the appointed arbitrators, unless, in its sole discretion, doubts arise regarding, among other matters, their suitability, availability, independence, or impartiality. The Centre is not obliged to provide reasons for its decision regarding confirmation.

41. Prior to the confirmation of arbitrators appointed by the parties, such arbitrators shall not be considered participants in the proceedings and shall have no access to the case file or distribution lists. Likewise, the procedure provided in Article 14 of the Rules for challenging arbitrators does not apply before the confirmation of the arbitrators.

42. Once confirmed, the arbitrators shall be included in the case's digital platform, where they will have access to the entire file and will be added to the distribution list.

C. Appointment

43. When the parties do not reach an agreement on the appointment of arbitrators, or if the parties request that the Centre appoint the arbitrators, the Centre may do so through its two systems: the list system or the direct appointment system. The criteria for selecting candidates and the process for each system are described in Annex I of the Rules.

44. In order to safeguard the equality of the parties in constituting the arbitral tribunal, and in accordance with Article 18 of the Rules, the Centre shall appoint the arbitrators in cases with multiple claimants or respondents who fail to agree on the appointment of the co-arbitrator corresponding to that procedural group.

45. The parties' submission to the CIIAM Rules authorizes the Centre to contact candidates to verify their availability and to conduct a preliminary conflicts check through a form (the "Pre-Conflict"). Unless otherwise agreed by the parties, who must in that case inform the Centre, the Centre may carry out the conflicts check before submitting the candidate proposal to the Committee.

[2] For example, the parties may agree to a draw from a list provided either by them or by the Centre.

D. Number of Arbitrators and Procedural Practice

46. If there is no agreement on the number of arbitrators, Article 10 of the Rules authorizes the Centre to decide the number of arbitrators, which shall generally be one, unless it is considered appropriate to appoint a three-member tribunal, taking into account the complexity of the case. For illustrative purposes, a case is considered complex in light of the parties' requests, the multiplicity of parties, requests for joinder or consolidation, and/or when the amount in dispute exceeds 5,000,000 euros.

47. Likewise, regarding the nationality of the arbitrators, Article 10.2 of the Rules provides that the sole arbitrator or the chair of the arbitral tribunal must be of a nationality different from that of the parties, unless the parties share the same nationality, or agree to waive this requirement. The Centre may ask the parties whether such an agreement exists.

I. Sole Arbitrator

48. When the parties have agreed, or failing that, the Centre decides that a sole arbitrator should be appointed, the parties shall be granted a common period set out by the Centre – commonly 10 calendar days – to agree on such appointment, unless at any time before the expiration of that period, any party expresses its desire for the appointment to be made by the Centre.

49. Once the sole arbitrator has been appointed or confirmed, the Centre shall transmit the complete case file via access to the digital platform and shall send a welcome letter containing information useful for the conduct of the proceedings. The transmission of the complete file to the sole arbitrator shall initiate the process for issuing the first procedural order ("PO1") by the arbitral tribunal. Regardless of the type of proceedings, arbitrators must hear the parties for the drafting and issuance of PO1 with the utmost diligence and as promptly as possible.

II. Arbitral Tribunal

a) Co-arbitrators

50. Pursuant to Article 5 of the Rules, the claimant must include in its request for arbitration the name and contact details of the co-arbitrator it proposes. Similarly, Article 6 of the Rules provides that the Respondent must provide this information in its response to the request for arbitration.

51. With the contact details of the arbitrators proposed by the parties, the Centre shall communicate with the appointed arbitrators and shall send them a model Declaration (the Centre generally allows 5 calendar days to complete this form).

52. During this process, it is essential that the parties refrain from any ex parte contact with the appointed arbitrators. It is recalled that Article 1.6 of Annex I of the Rules provides that co-arbitrators shall not engage in unilateral contacts with the parties that appointed them, unless agreed otherwise. In the event that arbitrators wish to have ex parte contact with the appointing party, strictly limited to the appointment of the presiding arbitrator, they must ensure that the parties consent so that both parties proceed equally.

b) Presiding Arbitrator

53. Article 11.4 of the Rules provides that the third arbitrator, who shall act as the presiding arbitrator of the tribunal, shall be appointed by the Centre, although the parties may agree that the presiding arbitrator be appointed by themselves or by the co-arbitrators, subject to confirmation by the Centre.

54. In this scenario:

    a) If the parties agree to jointly appoint the presiding arbitrator, they shall be given a period, commonly 10 days, to reach such agreement.
    b) If the parties agree that the co-arbitrators jointly appoint the presiding arbitrator, the Centre shall grant the co-arbitrators a period, generally 10 days, to reach such agreement.

55. If no agreement is reached within this period, the presiding arbitrator shall be appointed by the Centre.

56. Once the presiding arbitrator has been appointed or confirmed, the Centre shall transmit the complete case file via access to the digital platform, and shall send a welcome letter to the entire tribunal with information useful to the arbitrators. Furthermore, in accordance with Article 31 of the Rules, the arbitrators must hear the parties for the drafting and issuance of PO1. In expedited proceedings, pursuant to Article 53.7, the arbitrator shall issue PO1 within 20 days following the transmission of the case file.

IV. Arbitral Secretaries

A. Duty of Confidentiality and Duties of Independence, Impartiality, and Disclosure During the Proceedings; Challenge

57. The arbitral secretary is bound to maintain confidentiality with respect to the proceedings on the same terms as the arbitrators. This duty shall continue to apply even if the candidate for arbitral secretary is ultimately not appointed. Furthermore, the provisions set out in Section II.B of this Guide regarding the use of AI shall apply.

58. Following the proposal to appoint an arbitral secretary, and within the time period established by the arbitral tribunal for this purpose, the parties may decline to accept the appointment of the arbitral secretary.

59. For the purposes of complying with Article 13.3 of the Rules (applicable to arbitral secretaries pursuant to Article 17.3 of the Rules), the arbitral secretary shall promptly inform the arbitrators of any change in his or her professional circumstances, or of any circumstance arising during the arbitration that could give rise, in the eyes of any of the parties, to doubts as to his or her independence or impartiality; and the arbitrators shall communicate such information to the parties.

60. Should the circumstance referred to in the preceding paragraph arise and the parties object to the arbitral secretary's continuation in such capacity, the arbitral secretary shall be removed by the arbitrators. The arbitral secretary may likewise be removed at any time at the arbitrators' discretion or may resign from the position.

61. In the event of removal or resignation of the arbitral secretary for any reason, the arbitrator may appoint a substitute arbitral secretary in accordance with Article 17.3 of the Rules and this Guide.

B. Tasks

62. The arbitral secretary shall act in accordance with the arbitrators' instructions and under their supervision. The tasks performed by the arbitral secretary shall be deemed to have been carried out on behalf of the arbitrators, who shall remain responsible for the conduct of the arbitral secretary in connection with the arbitration.

63. The arbitrators shall not delegate to the arbitral secretary any decision-making authority or any of their adjudicatory functions. The arbitral secretary shall perform exclusively such administrative, organizational, and support tasks as are entrusted by the arbitrators.

64. Provided that full compliance is maintained with the Rules, in particular Articles 17.4 and 17.5, and that such tasks are performed in accordance with the applicable law(s) and the specific instructions, supervision, and review of the arbitrators, as appropriate, the arbitral secretary may, inter alia, undertake the following tasks, unless any party objects:

    a) transmit correspondence on behalf of the arbitral tribunal;
    b) organize and maintain the case file;
    c) upload the documentation in the case file to the digital platform designated or made available by the Centre for such purpose;
    d) organize hearings and meetings and liaise with the parties and the Centre for that purpose;
    e) attend hearings, meetings, and deliberations; take notes or prepare minutes; and keep time;
    f) handle all other organizational and administrative matters not falling within the responsibilities of the Centre;
    g) review the evidence submitted;

h) conduct legal research, compile case law or published commentary on legal issues identified by the arbitrators, and verify the legal authorities cited by the parties;

i) prepare working memoranda on factual or legal issues for review by, and under the supervision of, the arbitrators;

j) prepare summaries of the parties' submissions and of the evidence;

k) prepare chronologies of events or procedural histories; and

l) make corrections and verify citations, dates, and cross-references in procedural orders and awards, and correct typographical, grammatical or computational errors.

65. An arbitral secretary shall not exceed the scope of the tasks assigned. The tasks entrusted to the arbitral secretary shall not relieve the arbitrators of their duty personally to review the case file.

66. The arbitrators are responsible for properly directing and supervising the arbitral secretary in the performance of the assigned functions and for ensuring that the arbitral secretary does unduly influence their decisions.

67. The arbitral secretary shall not replace or assume the functions of the Centre.

C. Remuneration and expenses

68. It shall be for the arbitrators to determine among themselves, without in any event involving the parties, which of them and in what proportion shall bear the fees of the arbitral secretary. Under no circumstances may the arbitrators request that the parties bear the arbitral secretary's fees.

69. When proposing to the parties the appointment of an arbitral secretary, the arbitrators may propose that the reasonable and duly substantiated expenses incurred by the arbitral secretary in connection with hearings and meetings be borne by the parties.

70. Where the parties have agreed to bear the expenses referred to in the preceding paragraph, such expenses shall be considered costs of the arbitration for the purposes of the Rules, in particular Articles 9 and 48.3.

71. Where the parties have not agreed to bear the expenses referred to above, the arbitrators shall determine internally how such expenses are to be paid.

V. Types of Proceedings

72. There are three types of proceedings under the Rules: the ordinary procedure (which applies by default); the expedited procedure (governed by Article 53 of the Rules); and the ultra-expedited procedure (governed by Article 54 of the Rules).

73. The arbitrators shall at all times act in a manner consistent with due process, safeguarding the parties' rights of defence and adversarial proceedings, irrespective of the type of procedure.

74. Even where the monetary threshold requirements for the expedited procedure are met, or where the parties opt for the ultra-expedited procedure, the Centre may, exceptionally and at its discretion, decide that an arbitration shall be conducted under the ordinary procedure if it considers this to be more appropriate (see Articles 53.1.b) and 54.3 of the Rules). The Centre may adopt such decision at any time.

75. As regards costs, the same fee schedule set out in Annex II to the Rules shall apply to all three types of proceedings, as reflected in the cost calculator available on the Centre's website.

VI. Conduct of the Proceedings

A. Principles Governing the Conduct of the Proceedings

76. The conduct of the proceedings is governed by the following provisions of the Rules:

a) Article 27 – Powers of arbitrators

b) Article 28 – Rules of procedure

c) Article 31 – First procedural order

d) Article 33 – Evidence

Subject to these principles, the arbitrators have discretion to conduct the proceedings.

B. Rules of Procedure[3]

77. Article 28.2 of the Rules provides that "arbitrators shall direct and order the arbitration proceedings as they deem appropriate, if necessary, by means of procedural orders, after consulting with the parties".

78. Pursuant to this provision, it is for the arbitrators, in consultation with the parties, to determine the procedural rules applicable to the arbitration. The arbitrators are encouraged to initiate consultations with the parties immediately upon their appointment/confirmation and receipt of the case file.

79. The arbitrators may invite the parties to consider the reference procedure set out in Annex III to the Rules in order to determine whether they wish to apply it, with or without modifications.

80. Alternatively, the arbitrators may commence consultations by posing certain basic questions to the parties, on the basis of whose responses the arbitrators may formulate a proposed set of procedural rules. Such initial questions may include:

a) Whether one or two rounds of written submissions will be required prior to the hearing;
b) Whether a document production phase will be required;
c) Whether an evidentiary hearing is anticipated and, if so, how it is to be conducted (in person or remotely, and if in person, at what location), and the estimated duration thereof;
d) The procedural timetable, taking into account the foregoing; and,
e) Any procedural measures deemed appropriate to control time and costs, including the type of documentation required to substantiate the parties' incurred expenses.

81. The arbitrators may invite the parties to confer with one another in an attempt to reach agreement on the conduct of the proceedings.

82. Consultations between the arbitrators and the parties may take place by written communications and/or by means of an initial procedural meeting, whether in person or virtual.

83. The arbitrators are encouraged to record the outcome of such consultations in a draft first procedural order (PO1), which may then be circulated to the parties for comment.

C. Procedural Timetable

84. In accordance with Article 31.1 of the Rules, PO1 shall include the procedural timetable.

85. The arbitrators are encouraged to consult with the parties regarding the timetable in conjunction with the consultations on the procedural rules. The timetable shall depend on the structure of the proceedings and the stages defined by the parties.

86. Annex III to the Rules contains certain reference time limits for the parties and the arbitrators. Should the parties fail to agree on the time limits to be included in the timetable, the arbitrators may take into account the reference time limits set out in Annex III.

87. Pursuant to Article 31.2 of the Rules, the arbitrators are empowered to "modify the procedural timetable as often and to the extent they deem necessary, including extending or suspending, where appropriate, the time limits initially established within the limits set out in Article 40 of the Rules," after consultation with the parties. Where the modification is requested by all parties, no further consultation is required. Where the modification is requested by one party or initiated by the tribunal, the arbitrators shall grant the other party an opportunity to comment before deciding. Where the modification originates from a proposal by the arbitrators — rather than at the request of the parties — the arbitrators are encouraged to initiate consultations sufficiently in advance.

88. The arbitrators are encouraged, whenever possible, to fix the hearing dates in the procedural timetable established at the outset of the proceedings. If the arbitrators consider that it is not possible or

[3] These rules are provided as guidance only; they are not binding and do not affect the parties' right to agree upon such procedure as they deem appropriate nor, in the absence of agreement between the parties, the arbitrators' authority to establish the procedural timetable they consider most suitable in light of the circumstances of the case.

appropriate to reserve hearing dates at the beginning of the proceedings, they shall do so as soon as possible during the course of the arbitration. Further information regarding hearing organization services is available on the website.

VII. Deliberations and Preparation of the Award (Scrutiny)

A. Deliberations

89. The discussion of the case among the arbitrators shall take place by way of deliberations, which may be oral — whether in person, by telephone, or by videoconference — or in writing.

90. It is for the president of the arbitral tribunal to organize the deliberations. Pursuant to Article 50 of the Rules, the deliberations of the arbitrators are secret and confidential.

91. In order to ensure efficient deliberations, the president is encouraged to circulate in advance to the other arbitrators an outline of the issues to be discussed and/or a working document also containing a summary of the facts and the parties' positions.

92. Each arbitrator has a duty to participate in the deliberations, to be thoroughly acquainted with the case, and to engage actively in the deliberative process. The president shall ensure that each arbitrator has been afforded a reasonable opportunity to participate, by inviting them simultaneously and with sufficient notice to meetings or deliberation sessions, whether written or oral. The co-arbitrators shall make themselves available for meetings convened by the president and may likewise propose meetings or deliberation sessions, as necessary.

93. Decisions of the arbitral tribunal shall be adopted by a majority of the arbitrators. In the absence of a majority, the president shall decide. This is without prejudice to such procedural decisions as may be taken by the president alone in accordance with the applicable rules and/or the agreement of the parties.

94. The members of the arbitral tribunal shall maintain cordiality, respect, and professionalism within the tribunal, irrespective of their views regarding the resolution of the arbitration.

B. Preparation of the award

95. Pursuant to Article 41.1 of the Rules, the arbitrators shall decide the dispute in a single award or in as many partial awards as they deem necessary or as may be requested by the parties.

96. In accordance with the Rules, unless otherwise agreed by the parties, the arbitrators shall render any partial award or award by consent as expeditiously as possible, and the final award within three months following the hearing or the last substantive submission. Such time limit may be extended by the arbitrators, the parties, or the Centre in the circumstances contemplated in Article 40 of the Rules; however, any such extension shall be reasoned and exceptional.

97. Upon expiry of that time limit, only the Centre may extend the time for rendering the award, provided that such extension is strictly necessary.

98. Pursuant to Article 41.2 of the Rules, where the arbitral tribunal is composed of more than one arbitrator, the award shall be adopted by a majority of the arbitrators. In the absence of a majority, the president shall decide.

99. In accordance with Article 41.4 of the Rules, where a dissenting opinion is issued in a separate writing, the dissenting arbitrator shall provide a copy thereof to the arbitrators in the majority at least seven days prior to the date scheduled for submission of the award to the Centre for scrutiny, so as to allow them to reconsider their decision or provide reasons for rejecting the dissent sufficiently in advance. Any dissenting opinion shall comply with the principles of secrecy of deliberations and respectful disagreement with the majority.

100. Every award shall comply with the form and content requirements set out in Article 41 of the Rules. At a minimum, every award shall contain the following sections:

    a) identification of the name and number of the case, reference to the Rules under which the proceedings were conducted, a glossary of defined terms, and a table of contents;
    b) full identification of the parties and their representatives, including their addresses;

c) identification of the arbitrators, including their addresses, and the date and manner of constitution of the tribunal;

d) a summary of the most relevant procedural milestones, including any extension of the time limit for rendering the award and the declaration of closure of the proceedings;

e) a transcription of the arbitration agreement and any amendment thereto;

f) a transcription of the clause establishing the law applicable to the dispute or, where applicable, reference to a decision ex aequo et bono;

g) an indication of whether any party has challenged the jurisdiction of the arbitrators and the decision thereon;

h) a transcription of the relief sought (petitum) by each party;

i) a summary of the relevant facts;

j) the reasoning of the arbitrators in respect of each issue submitted for decision, unless the parties have validly waived the requirement to state reasons or the award is rendered by consent;

k) the allocation of the costs of the arbitration;

l) an operative section setting out all declarations and orders disposing of the parties' claims; and,

m) the seat of arbitration (city and country), the date of issuance, and the signatures of the arbitrators.

101. The arbitrators shall verify that such declarations and orders dispose of each of the parties' claims and no more than those claims. The arbitrators are encouraged to confirm that the operative section mirrors the parties' respective petitum.

102. If the arbitrators have any doubts regarding the parties' claims, they are expected to seek clarification from the parties before declaring the proceedings closed. Final awards shall state that all other claims or requests for relief are dismissed.

103. The arbitrators may decline to render an award by consent in accordance with Article 42 of the Rules.

C. Scrutiny of the Award by CIIAM

104. In accordance with Article 43.1 of the Rules, at least 20 days before the deadline for issuing the award, the arbitrators shall submit a draft award for the prior review of the Centre. Should an arbitrator have issued a dissenting opinion, the presiding arbitrator shall attach it to the draft award.

105. The Centre's prior review of the award is administrative in nature. The procedure for such prior review is described in the *Guide to the Scrutiny of the Award*, approved by the Plenary in its session of 20 September 2023.

106. The Centre may require changes regarding the form of the award.

107. Where a dissenting opinion exists, the Centre may propose modifications to the award aimed at ensuring compliance with the principles of confidentiality of deliberations and respectful disagreement with the majority.

108. While always respecting the arbitrators' freedom of decision, the Centre may draw their attention to aspects related to the merits of the dispute, as well as to the determination and breakdown of costs

109. The arbitrators shall not issue any award without the Centre's approval regarding its form.

VIII. Post-Award Actions

A. Correction, Clarification, Rectification and Supplement of the Award

110. By way of resolving a request for correction or clarification, the arbitrators may, within the applicable time limit and after hearing the parties, correct *ex officio* or at a party's request any material error (such as computational, transcription, typographical, or similar) affecting the award.

111. By way of resolving a request for supplementation, the arbitrators may only address claims that were submitted in the arbitration and that the arbitral tribunal omitted to decide.

112. By way of resolving a request for rectification due to excess of authority, the arbitrators may only decide on the possible modification of the award to exclude decisions on claims that were not submitted to their determination or were not subject to arbitration.

113. In this regard, and in accordance with Article 44 of the Rules, a decision to correct, clarify, or rectify due to excess of authority shall take the form of an addendum, which shall form part of the final award. A decision granting or rejecting a request for supplementation on the merits shall take the form of an additional award.

B. Confidentiality, Custody and Preservation of the Award

114. The confidentiality obligations of the Centre and the arbitrators (Articles 50.1 and 50.3 of the Rules) regarding the arbitration and the award continue indefinitely after the award is rendered, without prejudice to the authority to publish awards as provided in the Rules (Article 50.4).

115. Regarding publication, the possibility shall be communicated to the parties from the first communication by the Centre. Once the file is closed, the Centre shall provide a reasonable period for the parties to object to the publication of the award, properly anonymized.

116. After this period, the Centre shall review the anonymized version of the award and share it with the parties for their review. Anonymization includes removing any references to the parties and any industry or business details that could lead to identification.

117. If no objections are raised within this period, the Centre shall publish the award.

118. The Centre shall retain the arbitral file and the award for the periods established in the Rules. For this purpose, the Centre shall adopt adequate preservation and security measures to ensure the confidentiality and safekeeping of files and awards.

119. Requests for a copy of the award or of the cost breakdown, as well as the delivery of original documents submitted in the proceedings, must be made in writing to the Centre's Secretariat.

120. Original documents submitted in the proceedings may only be requested by the party that submitted them.

IX. Emergency Arbitration

A. Regulation and Purpose of the Procedure

121. The emergency arbitration procedure is governed by Section X of the Rules, Articles 55 to 66, and aims to provide the parties with provisional relief before the appointment of the arbitrators, allowing for the adoption of urgent measures ("Emergency Measures") that cannot await the constitution of the arbitral tribunal.

B. Request for Emergency Arbitration

I. Timing of Submission

122. The request for emergency arbitration may be submitted before any arbitral proceedings commence or, if proceedings have already begun, before the file has been delivered to the sole arbitrator or arbitral tribunal.

123. The Centre recommends that the party requesting emergency arbitration contact the Centre prior to submitting the request.

II. Contents of the Request

124. The request for emergency arbitration shall include, in addition to all matters referred to in Article 56.2 of the Rules, the reasons why the initiation of proceedings and the adoption of Emergency Measures cannot await the constitution of the arbitral tribunal. This requirement is the key factor defining the

standard that the emergency arbitrator must verify in deciding whether or not to grant the Emergency Measures.

III. Naming of the Procedure and Transmission of the Request

125. The emergency procedure shall receive a specific designation within the Centre, normally related to the case within the framework in which it has been or will be submitted, with 'AE' added after the last digits. The emergency case shall be transmitted to the sole arbitrator or arbitral tribunal as soon as it is appointed, in addition to the transmission of the main file.

126. The request for an emergency arbitrator shall be transmitted immediately by the Centre to the opposing party.

C. Emergency Arbitrator

I. Appointment of the Emergency Arbitrator

127. In accordance with the Rules, the Centre shall appoint the emergency arbitrator directly as soon as possible. The Centre shall act with the utmost expedition in this regard. Given the urgency, the Centre may make the appointment directly without referring the matter to the Designation Committee.

II. Challenge of the Emergency Arbitrator

128. Pursuant to Article 59.1 of the Rules, parties may request the challenge of the emergency arbitrator within three business days from notification of appointment or from knowledge of the facts supporting the challenge. If upheld, a new emergency arbitrator shall be appointed without suspending the proceedings. Two points are noteworthy regarding the challenge process:

a) The Rules do not set a specific timeframe for the Centre to decide on a challenge, although it shall do so as soon as possible.

b) Whenever the procedure for appointing a new emergency arbitrator does not suspend the progress of the proceedings (Article 59.4 of the Rules), the Centre, when referring the matter to the emergency arbitrator who has been challenged, shall request a modification of the initial procedural timetable, given that the period for deciding on Emergency Measures is 15 days from the transmission of the file to the emergency arbitrator.

D. Emergency Procedure

I. Conduct of the Procedure and Procedural Schedule

129. To expedite the proceedings, the emergency arbitrator shall establish a procedural timetable within a maximum of two days from receipt of the file. This timetable shall be communicated to both the parties and the Centre, clearly setting out the deadlines and stages of the proceedings.

130. The arbitrator may convene a hearing if deemed necessary. If the arbitrator considers that a hearing is not indispensable, they may render a decision based on the written submissions and documents submitted by the parties. The emergency arbitrator shall have broad discretion regarding the most appropriate manner to conduct the proceedings and to comply with the timelines of the emergency procedure. In particular, the arbitrator shall have the authority not to permit requests for document production or for the cross-examination of witnesses and experts, if any.

131. Furthermore, if any aspect of the emergency procedure is not expressly regulated in the Rules, the arbitrator may, by analogy, apply other provisions thereof, ensuring consistency and continuity with the CIIAM regulatory framework.

II. Timeframe for Decision

132. Article 60 of the CIIAM Rules provides that the emergency arbitrator shall decide on requested Emergency Measures within 15 days from the date on which the file was transmitted to them. This period may be extended by the Centre or the arbitrator for justified and exceptional reasons.

133. The Rules do not provide for the possibility of extending this time limit by the parties, since the requesting party has 15 days to submit the request for arbitration from the date on which the appointment of the emergency arbitrator was initiated (except in the case of an extension granted by the Centre or by the emergency arbitrator —pursuant to Article 62.2 of the Rules—, which the requesting party may request from the arbitrator, and which the arbitrator must, if applicable, grant with reasons).

E. Decision of the Emergency Arbitrator

134. Article 61 of the Rules provides that the emergency arbitrator's decision may take the form of a procedural order or an award, at the arbitrator's discretion. If issued as an award, it shall be subject to the Centre's scrutiny, and the rules on clarification, rectification, supplementation, and excess of authority shall apply.

135. The award shall, in particular, be subject to all provisions relating to emergency arbitration, notably Article 62.2(c), which provides that the emergency arbitrator's decision ceases to be binding if "the arbitrators, at the request of a party, stay, modify, in whole or in part, or revoke the decision of the emergency arbitrator." Before rendering the decision, it is recommended that the emergency arbitrator communicate with the Centre for organizational purposes, in order to facilitate, where appropriate, scrutiny within the shortest possible time or, if necessary, to agree upon an extension of the relevant time limit.

I. Security Deposit

136. If the emergency arbitrator grants certain Emergency Measures, they shall determine whether a security deposit is required and provide clear instructions to the requesting party regarding the type, amount, and method of constitution.

137. It is recommended that the arbitrator consult with the Centre regarding the possibility of ordering that security be provided by way of a deposit of an amount to be held in custody by the Centre. Where this is the case, it is recommended that the emergency arbitrator order that, unless the arbitrators decide otherwise, the amount deposited as security shall remain in the Centre's account until the termination of the arbitration and shall thereafter be released to the parties in accordance with the decision of the arbitrators. Furthermore, the sole arbitrator or arbitral tribunal in the main proceedings shall take into consideration the existence of the security deposited and decide on its continuation.

II. Loss of Binding Effect and Competence of the Emergency Arbitrator

138. The decision of the emergency arbitrator shall cease to be binding in the cases set out in Article 62.2 of the Rules. In particular, Article 62 provides that the decision of the emergency arbitrator shall cease to be binding if "the arbitrators, at the request of a party, stay, modify, in whole or in part, or revoke the decision of the emergency arbitrator."

139. The competence of the emergency arbitrator terminates upon the constitution of the arbitral tribunal or the appointment of the sole arbitrator. Until that moment, in principle, the emergency arbitrator shall remain competent, and, if additional measures are requested, the emergency arbitrator shall have the authority to decide on them.

140. In this case, the procedure shall receive the same remuneration as if it were a new emergency arbitration, and therefore, prior to the request, the parties shall make the corresponding advance payment. Until the emergency arbitrator ceases to be competent, he or she shall remain appointed, which must be taken into account for purposes of conflicts of interest.

141. Pursuant to Article 56 of the Rules, a condition for the continuation of provisional measures is that the party requesting emergency arbitration submits the request for arbitration in the main proceedings within 15 days of the filing of the emergency arbitration request.

III. Early Termination of Emergency Arbitration

142. In the event of early termination of the emergency arbitration, Annex II of the Rules shall apply, specifically the section "Costs in case of early termination," which is applicable to the regular proceedings.

IV. Integration with Other Provisions of the Rules

143. Article 60.4 of the Rules, entitled "Emergency Arbitrator Procedure," provides that "in matters not provided for in this article, the emergency arbitrator procedure may be integrated with the other provisions of the Rules." This should be understood as a subsidiary rule applicable to the entire emergency procedure for matters not specifically addressed.

X. Costs

A. Main Regulation of Costs and Amount in Dispute

144. Pursuant to Article 9 of the Rules, the Centre shall be responsible for the provisional determination of the amount in dispute in the arbitral proceedings and shall request from the parties an advance on costs to cover the expenses of the arbitration, including the filing fee, administrative fees, arbitrators' fees, and any applicable taxes.

145. The Centre has the authority to determine the amount in dispute. This determination is made on the basis of the *Guide on Quantification of Arbitral Proceedings* approved by the Plenary on 3 April 2024, which set out the quantification criteria applied by the Secretariat when it is required to determine the amount in dispute. As a general rule, the Centre makes an initial quantification upon receipt of the Request for Arbitration and, where applicable, upon notification of a counterclaim, as well as a review of the amount in dispute upon the filing of the Statement of Defence or the Defence to the Counterclaim, without prejudice to the possibility of subsequent adjustments in light of the development of the dispute.

146. As a general rule, in accordance with these Guidelines, the amount in dispute corresponds to the aggregate of the parties' claims. The Guidelines establish various quantification criteria, such as the economic interest at stake in the dispute or, in cases where the amount ultimately remains undetermined, a fixed amount (EUR 300,000).

147. The Centre may consider that the interest claimed by the parties forms part of the amount in dispute. It is the Centre's usual practice to request that the parties clarify the *dies a quo* and *dies ad quem* of the interest claimed from the arbitral tribunal, as well as the methodology used for the calculation of such interest.

B. Cost Calculator and Schedule of Fees in Annex II to the Rules

148. The Centre's cost calculator is an online tool designed to provide an estimate of the expenses associated with arbitral proceedings in accordance with the fees set out in Annex II to the Rules.

149. The schedule of fees established in Annex II of the Rules is fixed, and therefore it is not possible to grant additional fees either to the Centre or to the arbitrators; without prejudice to the regulatory possibility of increasing or decreasing such fees by up to 30% in accordance with that Annex.

C. Procedure for Payment of Advances and Settlement of Procedural Expenses

150. The Claimant must pay the filing fee and provide proof of payment with its Request for Arbitration; otherwise, the Centre will request that the deficiency be remedied.

151. Provisions for administrative fees and arbitrators' fees are requested from the parties once the Response to the Request for Arbitration or the Response to the Counterclaim has been received, without prejudice to any further provisions that may be required by the Centre. In connection with these provisions, a deposit of EUR 500 is requested from each party to cover arbitration-related expenses. The applicability of VAT to these provisions will be assessed based on the party's tax domicile and whether or not it has an EU VAT identification number.

152. Generally, after the submission of the main pleadings, the Centre conducts a review of the amount in dispute —carefully examining the parties' claims. If, following this review, there is a change in the amount in dispute, the Centre adjusts the provisions accordingly and either requests additional funds from the parties or reimburses any surplus in the event of a reduction in the amount.

153. The final settlement is carried out once the proceedings have been concluded; however, invoices are sent to the parties only when the arbitration is fully closed (that is, when the Centre issues its communication formally closing the proceedings).

154. Additionally, if, for any reason, arbitration expenses exceed EUR 500, the parties will be asked to provide supplementary funds, including VAT where applicable.

155. With respect to the arbitrators' fees, these are paid once the award has been rendered, generally within an estimated period of two weeks following notification.

D. Currency Used by the Centre

156. All amounts requested by the Centre are stated in euros (as defined in Annex II to the Rules).

157. In practice, the amount in dispute is converted using the exchange rate on the date of submission of the Request for Arbitration, the Counterclaim Notice, the Claim, the Counterclaim, or the date on which the Centre determines the amount. The arbitrator may set the amount in the award using the corresponding conversion.

E. Cases of Early Termination or Replacement of an Arbitrator

I. Award by Party Agreement

158. For the determination of fees, the same criteria as in an ordinary case may be applied. Unlike other forms of early termination, an award by party agreement provides the same legal certainty, res judicata effect, and enforceability as a dispositive award, and therefore carries the same responsibility as a final award.

159. However, the Centre may reduce the fees by up to 30% in accordance with Annex II to the Rules, taking into account the timing of this occurrence and the complexity that the arbitration may have involved during its proceedings.

II. Clarification of the Award

160. In the event that a correction, clarification, or supplement to the award is requested, the Centre may, if it deems there are particular circumstances justifying it, request additional fees ranging from 0.5% to 3% of the arbitrator's fees.

III. Allocation of Fees in the Event of Arbitrator Replacement

161. In the event that an arbitrator must be replaced, the Centre shall determine, as appropriate, the allocation of fees between the outgoing and the new arbitrator. In doing so, the Centre may take into account, among other factors, the stage of the proceedings at the time of the change and the responsibilities assumed by each arbitrator.

162. The Centre may reduce, or even withhold, the fees of an arbitrator who, due to a failure to disclose, has been challenged or replaced when such replacement has caused a duplication of work or an increase in the duration or cost of the arbitration.

163. The Centre will apply the same criterion when, in the case of an unjustified challenge, the arbitrator chooses to resign, which will likely result in an extended duration of the arbitration.

F. Imposition of Costs by the Arbitrators

164. Pursuant to Article 48 of the Rules, the arbitrators must rule in the award on the allocation of arbitration costs, unless the parties agree otherwise. The award of costs must be duly reasoned and, as a general rule, reflect the degree of success or failure of each party's claims, unless the parties establish a different criterion or the circumstances of the case justify an alternative approach. When determining costs, the arbitrators may take into account factors such as the parties' cooperation in expediting the process and avoiding unnecessary expenses.

165. Whenever the arbitrator decides to depart from the objective "loser pays" principle in the allocation of costs, they must provide a detailed explanation and justification for their decision in the award.

166. The arbitration costs shall be settled by the Centre after the closure of the proceedings and fixed in the award; they include the Centre's filing and administrative fees, the arbitrators' fees and expenses approved by the Centre, the fees and expenses of experts appointed by the arbitrators, as well as the parties' legal fees and expenses and, where applicable, the secretary's expenses. The arbitrators have the authority to exclude inappropriate costs and to moderate those they consider excessive.

167. Arbitrators are recommended to determine and clarify to the parties, for example in PO1, what is to be understood by "proof" of payment of fees for the purposes of cost reporting (for example, whether a simple statement, an estimate, a pro forma invoice is sufficient, or whether an invoice and/or proof of payment is required).

168. Fees shall accrue for clarification, rectification, correction, or excess when such requests are, in the arbitrator's opinion, unnecessary or dilatory, or when the clarification, rectification, or correction seeks to introduce matters not raised at the appropriate procedural stage.

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