



CMAP Arbitration Rules



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 CCI PARIS ILE-DE-FRANCE



ARBITRATION RULES

In force as from 1 March 2012

1. Adherence

The parties shall be bound by the provisions of these rules, either by signing an arbitration agreement which contains a clause nominating CMAP as the arbitration institution or by voluntary adherence to these rules, or in cases where the Centre is appointed by a State court.

REQUEST FOR CMAP ARBITRATION

2. Request for arbitration

- 2.1 CMAP is seized by a request for arbitration that indicates:
- the particulars or business name and address of the claimant and, where appropriate, the name and address of its counsel;
 - the particulars or business name and address of the defendant and, where appropriate, the name and address of its counsel;
 - a brief description of the dispute and the claims and applications;
 - where the parties have agreed that the dispute shall be referred to three arbitrators, the name of the arbitrator nominated by the claimant.
- 2.2 The request shall include one copy for each of the defendants, plus one copy for the Centre. It must be sent by registered post accompanied by a request for advice of delivery.
- 2.3 The request shall be registered only if it is accompanied by payment of the filing fee, as fixed by the scale in force at the time of

filing.

3. Answer to the request

- 3.1 Once the request has been registered, CMAP shall send a copy of it to the defendant by registered post accompanied by a request for advice of delivery. This notification shall grant the defendant 30 days to respond.
- 3.2 The response addressed to the Centre by registered post with advice of delivery must, in cases where three arbitrators will be nominated, indicate the name of the arbitrator chosen by the defendant. This response shall contain any potential counter-claims and must be accompanied by one copy for each of the parties, plus one copy for the Centre.
- 3.3 Upon receipt of the response, the Centre shall transmit it to the claimant by registered post accompanied by a request for advice of delivery.

4. Failure to reply

If no reply is received and after the time limit defined in Article 3.1 expires, CMAP shall verify that the defendant received the specified notification and:

- 1) in the case of an arbitration clause that does not appoint CMAP, shall so inform the applicant and close the file. The administrative expenses are non-refundable.
- 2) in the case of an arbitration clause that appoints CMAP as responsible for organizing arbitral proceedings, shall initiate the arbitration procedure in accordance with the provisions outlined below, notifying each step of the procedure to the defaulting party.

5. Additional claims

Additional claims and applications may be submitted to the arbitral tribunal, which shall hear them if there is a sufficient connection to the prior claims and based on the stage of the

proceedings.

6. Preliminary review by the arbitration committee

If the appointment of CMAP or the jurisdiction of the arbitral tribunal is challenged before the arbitral tribunal is constituted, the Arbitration Committee shall conduct a preliminary assessment of the possibility of initiating the arbitral proceedings.

7. Assistance and representation of the parties

- 7.1 Each party may be assisted by any person of its choice.
- 7.2 Each party may arrange to be represented at the arbitral proceedings by a person empowered by it for such purpose.

8. Communication and notification

- 8.1 All briefs, files, correspondence and documents shall be communicated simultaneously to all parties or, at their request, to their representatives, to each member of the arbitral tribunal and to CMAP.
- 8.2 All communications shall be sent, in accordance with proper procedures, to the address noted by the arbitrators and by the parties or, at their request, to their representatives. The parties, the arbitrators and the Centre must be communicated of any change of address by registered post accompanied by a request for advice of delivery.
- 8.3 The parties, or at their request their representatives, and the arbitrators shall be communicated of the decisions of the Arbitration Committee.

9. Advances on costs, transmission to the arbitral tribunal and fees and expenses

- 9.1 As soon as CMAP has received the parties' respective claims and applications, or upon expiry of the time limit specified in Article 3.1

of these rules, it shall request all the parties to pay an equal amount as an advance on fees and expenses, calculated in accordance with the scale in force and payable within the time limit fixed by the CMAP.

- 9.2 CMAP shall transmit the file to the arbitral tribunal only when the required advances on costs have been paid in full. Should one of the parties fail to pay its share or to pay an additional advance, another party may pay it instead or, in lieu thereof, post a bank guarantee acceptable to CMAP.
- 9.3 Upon failure to pay the costs, after expiry of the time limit and without an offer from a party to meet the costs of the other party, CMAP shall have the right to consider the arbitral procedure as having lapsed. It shall so inform the parties, the administrative fees remaining non-refundable.
- 9.4 Where the share of the advance owed by the defaulting party is paid by another party, the latter may request that the Arbitration Committee revise and fix the total amount of the advance on the basis of its application alone. If the Committee accepts that request, the arbitral tribunal shall be seized only with respect to the application of the party that made the advance payment.
- 9.5 The defaulting party may seize the arbitral tribunal of a counter-claim only after having paid the costs payable by it.
- 9.6 If, in the course of the arbitration, additional claims are put forward by the parties, the Arbitration Committee may call for an additional advance on costs, at the request of the arbitral tribunal as soon as possible and, in all cases, before the final hearing, which payment is subject to the rules provided in paragraphs 2, 3 and 4 of this article. Failing payment within the time limit set, the additional claims are considered to have never been made.

10. Measures of conservation and interim measures

After the file has been transmitted to the arbitral tribunal, it shall have jurisdiction to make orders of conservation and interim measures, unless by their nature they should be ordered by another authority.

CONSTITUTION OF THE ARBITRAL TRIBUNAL

11. Number of arbitrators

Subject to any agreement of the parties with respect to the number of arbitrators, the Arbitration Committee shall decide how many arbitrators will compose the arbitral tribunal, based on the characteristics of the dispute. There must always be an uneven number of arbitrators.

12. Appointment of arbitrators

- 12.1 The sole arbitrator or the chairman of the arbitral tribunal or, in the case of multi-party arbitration, the full arbitral tribunal shall be appointed by the Arbitration Committee. Where appropriate, the appointment shall be made upon a proposal of the parties or the arbitrators nominated by the parties. If the arbitration is of an international character, the sole arbitrator or the chairman of the arbitral tribunal shall, unless otherwise agreed by the parties, be of a nationality other than those of the parties.
- 12.2 Where an arbitrator must be proposed by a party and that party does not reply within the time limit set by CMAP, the appointment shall be made by the Arbitration Committee.
- 12.3 All proposals made by the parties shall be subject to confirmation by the Arbitration Committee.

13. Independence and impartiality of the arbitrators

- 13.1 Before accepting their mission, the arbitrators must notify the Arbitration Committee of

any circumstances which might affect their independence or their impartiality. They must also immediately reveal any similar circumstances that may arise after they have accepted their mission.

- 13.2 They may be confirmed or maintained by decision of the Arbitration Committee, after the opinion of the parties has been taken into consideration.
- 13.3 The arbitrators shall be available throughout the entire proceeding, demonstrate loyalty and act quickly.

14. Referral to the tribunal

The arbitral tribunal is seized as of the date on which CMAP transmits the file, in accordance with the provisions of Article 9.2 and Article 18.1 of these rules.

15. Challenge

- 15.1 Any party wishing to challenge an arbitrator for circumstances occurring or coming to light after the arbitrator's appointment shall immediately and within thirty (30) days after the grounds for the challenge become known, submit a reasoned application to the Arbitration Committee. After affording each party the opportunity to be heard, the Arbitration Committee shall rule on the application by handing down a decision which is not reasoned and which shall not be subject to appeal.

Once the award has been delivered, no challenge of arbitrators is admissible.
- 15.2 The arbitral proceedings shall be suspended while awaiting the decision of the Arbitration Committee.

16. Replacement

- 16.1 The arbitrator shall undertake to carry out his or her mission to its completion.
- 16.2 Any arbitrator who is unable to continue or

who is removed following a challenge shall be replaced according to the same procedure applying at the time of his or her appointment. The arbitration period shall be suspended from the occurrence or revelation of the event constituting the ground for replacement until the new arbitrator accepts his or her mission.

- 16.3 The arbitral tribunal so constituted shall decide whether and to what extent the arbitral proceedings are to be resumed.

ARBITRAL PROCEEDINGS

17. Place and language of the arbitration

- 17.1 Unless otherwise agreed by the parties, the arbitration shall take place in Paris. The arbitral tribunal may, if it so deems appropriate, convene meetings or hearings at any other location.
- 17.2 The language of the arbitration shall be chosen by the parties. By default, the language to be used shall be set by the arbitral tribunal, taking into account the characteristics of the dispute. French or English will be used until another language has been agreed upon.

18. Rules applicable to the proceeding

- 18.1 When the arbitral tribunal has been constituted, CMAP shall send to each of its members a copy of the parties' claims and applications as well as the supporting documents received.
- 18.2 The arbitral tribunal shall then organize the proceedings in whatever form it sees fit, according to the nature of the case and taking into account any arrangements agreed to by the parties.
- The arbitral tribunal shall send the document organizing the procedure to CMAP within eight days of the date after it is signed by all

the parties and the tribunal.

- 18.3 The party which knowingly and for no legitimate reason refrains from asserting, in due time, an irregularity before the arbitral tribunal is deemed to have waived its right to assert such irregularity.
- 18.4 Unless otherwise agreed by the parties and the arbitral tribunal, the arbitral proceeding shall be confidential and the hearings shall not be public.

19. Rules applicable to the substance

- 19.1 The arbitral tribunal shall rule in accordance with the law, unless the parties have asked it to rule ex aequo et bono.
- 19.2 The parties may choose the rules of law that the arbitral tribunal shall apply to the dispute. Failing such choice, the arbitral tribunal shall apply the rules of law that it deems fit.

20. Investigative measures

- 20.1 The arbitral tribunal may, at the request of any party or on its own initiative, order any investigative measure.
- 20.2 The arbitral tribunal may carry out any investigations it deems necessary, including visiting other locations, if necessary. The tribunal may decide to hear witnesses, experts appointed by the parties or any other person that one of the parties requests be heard or that it decides to hear of its own initiative.
- 20.3 The arbitral tribunal, when it deems this necessary, may appoint one or more experts, define their mission, which must afford each party an opportunity to be heard, and receive their report.
- 20.4 Any difficulties arising during the expert proceedings that cannot be settled by the expert and the parties shall be submitted to the arbitral tribunal.
- 20.5 Under these circumstances, the deadline for

delivering the award is postponed to allow for the time required to carry out the investigative measure, in accordance with the conditions set forth in Article 24.2.

21. Procedural orders

The arbitral tribunal, or its chairman if authorized to do so by the other arbitrators, may make orders to determine all procedural issues. Such orders are not liable to appeal.

22. Closing the proceedings

When the arbitral tribunal considers itself to be sufficiently informed, it shall close the proceedings and begin its deliberations, indicating the date on which, barring any incident, the award will be transmitted to the Arbitration Committee.

AWARD

23. Form and content of the awards

23.1 Arbitration awards shall be given by majority decision of the arbitrators constituting the arbitral tribunal. Lacking a majority, the chairman of the arbitral tribunal shall rule alone.

The award must be reasoned.

23.2 The draft award shall be sent to the Arbitration Committee, which may make any comments it deems useful. The Committee shall indicate the amount of the arbitration fees and expenses and specify the amount of the advance payments paid by each of the parties. The arbitral tribunal's award shall include the distribution of fees and expenses and the amounts owed by each of the parties.

23.3 The award, dated and signed by the arbitrators or, where appropriate, referring to an arbitrator's refusal to sign it, shall be transmitted to the Arbitration Committee with one original for each of the parties, plus an additional original which will be conserved in the CMAP

archives.

- 23.4 Where appropriate, the arbitral tribunal may make partial or interim awards.

24. Time limits

- 24.1 The award shall be rendered by the arbitral tribunal as soon as possible, having regard to the nature of the dispute. In all cases, it must be delivered within six months from the date the file was transmitted to the arbitral tribunal by CMAP, in accordance with Article 14 of these rules.
- 24.2 This time limit may be extended by agreement of the parties, notified by the arbitral tribunal to the Arbitration Committee, by the Arbitration Committee itself on a referral from the arbitral tribunal acting on its own initiative or at the request of one of the parties.

25. Appeal of an award issued in France

- 25.1 The award may be not appealed. In the case of domestic matters, the parties may derogate from that rule.
- 25.2 The award may be subject to an action for annulment. In international matters, the parties may waive this action by special and express agreement.

26. Consent award

Parties that reach a settlement agreement during the arbitral proceeding may ask the arbitral tribunal, which may agree, to place the agreement on record in an award.

27. Communication of awards to parties

- 27.1 After full payment of the arbitration fees and expenses, CMAP shall notify the parties, or their representative, of the award by registered post accompanied by a request for advice of delivery. Certified copies may subsequently be sent by the CMAP, but only to the parties or

their beneficiaries.

- 27.2 The award shall be confidential. However, it may be published with the written agreement and based on the arrangements determined by the parties to the proceeding.

28. Correction, omission to rule and interpretation

- 28.1 The arbitral tribunal may, of its own initiative or on the application of a party, correct any material errors that could affect the award.
- 28.2 If one of the parties so requests, the arbitral tribunal may:
- interpret the award;
 - supplement the award if it has omitted to rule on a claim referred to it.
- 28.3 Applications to correct a material error or an omission to rule or to interpret shall be addressed to CMAP by registered post accompanied by a request for advice of delivery. The Centre shall refer applications to the arbitral tribunal. However, such applications are admissible only if the arbitral tribunal can be reconvened and only if they are submitted within three months of the notification of the award.
- 28.4 If the arbitral tribunal cannot be reconvened and if the parties do not agree on the need to reconvene, the established arbitral tribunal, as set forth in Article 30, shall have jurisdiction.
- 28.5 The parties shall have the opportunity to be heard with respect to all of these applications.
- 28.6 The arbitral tribunal shall make its ruling as soon as possible and no later than two months after the referral.

29. Enforcement of the award

By agreeing to submit to CMAP arbitration, the parties undertake to enforce the award without delay.

30. Established arbitral tribunal

- 30.1 CMAP provides an established arbitral tribunal, which is available to parties who wish, by common agreement, to resort to it.
- 30.2 The established arbitral tribunal is composed of three appointed arbitrators and three alternate arbitrators. They are appointed by the Arbitration Committee for a two-year term, which may be renewed.
- 30.3 The established arbitral tribunal sits as a college, composed of three appointed arbitrators. If one or more of the appointed arbitrators is unable to continue or is challenged, the Arbitration Committee shall designate an alternate or alternates, who will sit in place of the appointed arbitrator(s).
- 30.4 The arbitrators of the established arbitral tribunal shall designate one of their members to act as chairman for each of their proceedings.
- 30.5 With the agreement of the parties, the established arbitral tribunal may be composed of a single arbitrator chosen by the Arbitration Committee from among the appointed and alternate arbitrators.
- 30.6 Subject to the provisions of this article, all the other provisions of the arbitration rules shall apply.

AMICABLE DISPUTE RESOLUTION

31. Mediation

- 31.1 A mediation process may be proposed to the parties by the Arbitration Committee before the arbitral tribunal is seized or by the tribunal itself after it has been seized.
- 31.2 If the parties accept mediation, it shall be organized immediately based on the conditions set forth in CMAP's mediation rules. The arbitration proceeding shall be suspended for the duration of the mediation. No member of the arbitral tribunal may be

appointed as a mediator.

- 31.3 If this mediation does not result in an agreement which settles the dispute, the arbitral proceedings and the arbitration period shall resume. The Arbitration Committee shall so inform the parties, reminding them of the principle of confidentiality set forth in Article 7.5 of the mediation rules.

FAST-TRACK ARBITRATION

32. Implementation of the fast-track arbitration procedure

- 32.1 Fast-track arbitration may be implemented at the request of the parties.
- 32.2 The arbitral tribunal shall organize the fast-track arbitration and, in particular, shall prescribe the time limits so as to allow an award to be delivered within three months after CMAP transmits the file to it. If the parties so request, the tribunal may decide the case solely on the basis of the documents submitted.
- 32.3 The reduced time limit for delivering the award may be extended under exceptional circumstances by the Arbitration Committee.

APPLICATION OF THE RULES

33. Interpretation and rules in force

CMAP alone shall have jurisdiction to interpret these rules.

The arbitration shall be subject to the rules and scale in force on the day the request for arbitration is submitted.



ARBITRATION MODEL CLAUSES

Upon entering into a contract, the parties to such contract may agree to settle any dispute that may arise out of this contract by means of mediation and/or arbitration under CMAP Rules. Depending on the parties' needs and decision, different options are offered. Parties may choose among the following corresponding suggested clauses:

Option 1 : Arbitration Only

Any and all disputes arising out of, relating to, or in connection with the validity, interpretation, performance, non-performance, suspension, expiration or termination for any reason of this Contract shall be submitted to arbitration under the CMAP (Centre for mediation and Arbitration of Paris, Paris Ile-de-France Regional Chamber of Commerce and Industry - 39, avenue Franklin D. Roosevelt, 75008 Paris) Rules of Arbitration which the parties hereby agree to apply.

Option 2 : Mediation and Arbitration

Any and all disputes arising out of, relating to, or in connection with the validity, interpretation, performance, non-performance, suspension, expiration or termination for any reason of this Contract shall be submitted to Mediation under the Rules of Mediation of the CMAP (Centre for mediation and Arbitration of Paris, Paris Ile-de-France Regional Chamber of Commerce and Industry - 39, avenue Franklin D. Roosevelt, 75008 Paris) rules of mediation which the parties hereby agree to apply. Should the parties fail to settle their dispute under Mediation such dispute shall finally settled by arbitration in accordance with the Rules of Arbitration of the CMAP by one or three arbitrators designated in accordance with the said Rules of Arbitration which the parties hereby agree to apply.